

MEMX Service Bureau Application and Agreements

SERVICE BUREAU INFORMATION			
Firm:			
Address:			
City:		State:	Zip:
EXCHANGE (check all that apply)			
<input type="checkbox"/> MEMX LLC <input type="checkbox"/> MX2 LLC			
BUSINESS CONTACT		TECHNICAL CONTACT	
Name:		Name:	
Email:		Email:	
Phone:		Phone:	
BILLING ADDRESS		BILLING CONTACT	
Firm:		Name:	
Address:		Email:	
City:	State:	Zip:	Phone:

ACCOUNT ADMINISTRATORS
<p>A Service Bureau must designate an Account Administrator who will be authorized to grant permission and user access within the MEMX User Portal. More than one Account Administrator may be designated and there is not a maximum number of Account Administrators allowed per Service Bureau. Account Administrators will be able to grant access to tools within the MEMX User Portal including, but not limited to, historical market data subscriptions, logical port request, modify or delete form, physical connection request form, and invoices and billing files.</p>

Name:	Title:
Email:	Phone:

Name:	Title:
Email:	Phone:

CONNECTIVITY
Which connectivity option will you use? (check one)
<input type="checkbox"/> Cross Connect* <input type="checkbox"/> Extranet: _____
What type of connections are you requesting? <input type="checkbox"/> Certification <input type="checkbox"/> Production
*If requesting a cross connect, a Connectivity Services Agreement is also required.

MEMX Service Bureau Port Fee Agreement

This Service Bureau Port Fee Agreement (this “Agreement”), with an effective date as of the date executed below, is made by and among each of MEMX LLC and MX2 LLC (collectively, the “Exchange”), with principal offices at 525 Washington Blvd, Suite 300, Jersey City, NJ 07310, and the Authorized Service Bureau or Independent Software Vendor referenced below (“Service Bureau”).

- 1. Rights of Service Bureau.** The Exchange has granted to Service Bureau the non-exclusive and non-transferable right to act as the Authorized Service Bureau for one or more Members of the Exchange pursuant to one or more Service Bureau Agreements.
- 2. Exchange Users and Data Recipients.** If Service Bureau has entered into a User Agreement with the Exchange (as may be amended, modified or supplemented from time to time, the “User Agreement”), pursuant to which Service Bureau has the right to access the Exchange to, among other things, submit orders to the Exchange and/or has entered into a MEMX Market Data Agreement with the Exchange (as may be amended, modified or supplemented from time to time, the “Data Agreement”), pursuant to which Service Bureau has the right to receive and redistribute data feeds, then this Agreement shall be deemed to be a supplement to such agreements and all terms and provisions of such agreements which are not expressly overridden by the terms and conditions of this Agreement shall be incorporated herein by reference.
- 3. All other Service Bureaus.** If Service Bureau has not entered into a User Agreement or Data Agreement, by signing this Agreement, Service Bureau has the right to access the Exchange to act as an Authorized Service Bureau only if in conformity with the requirements expressly described below.
- 4. Port Fees.** Service Bureau agrees to make timely payment of fees charged specifically for linking to Exchange in order to act as an Authorized Service Bureau on behalf of one or more Members of the Exchange, as well as any applicable late fees for the failure to make payment within the required time period. The amount of applicable Port Fees shall be set forth in the Exchange Rules or posted on the Exchange’s web site. Port Fees are payable within 30 days of the invoice date. Service Bureau will be solely responsible for any and all other telecommunications costs and all other expenses incurred in linking to and maintaining its link to, Exchange. Failure to make payments within 30 days from the invoice date may result in suspension or termination of the Service Bureau Agreement(s) between Exchange and Service Bureau. Subject to applicable regulatory requirements, Exchange reserves the right to change its fee schedule, including Port Fees applicable to Service Bureau. Exchange will use commercially reasonable efforts to provide at least 30 days advance notice to Service Bureau of any such change to Port Fees, except to the extent there is a situation that necessitates a change to Port Fees on an accelerated basis or otherwise precludes such advance notice, or an order of a court, an arbitrator or a regulatory agency precludes such advances notice.
- 5. Term and Termination.** This Agreement, subject to earlier termination in accordance with its terms, shall continue until it is terminated at any time on not less than 24 hours written notice given by either party to the other.
- 6. Miscellaneous.** All notices or approvals required or permitted under this Agreement must be given in writing (including by email) to Exchange at legal@memx.com or 382 NE 191st Street, Suite 92178, Miami, FL 33179 or the office address specified on Exchange’s website from time to time, or to Service Bureau at the email or office address of Service Bureau on file with Exchange. Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by the other party. This Agreement constitutes the sole and entire agreement of the parties to this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both oral and written, with respect to such subject matter. This Agreement will bind each party’s successors-in-interest. Service Bureau may not assign this Agreement (including by operation of law) without the prior written consent of the Exchange, provided, however, that the Exchange shall not unreasonably withhold such consent. This Agreement will be governed by and interpreted in accordance with the internal laws of the State of New York. Both parties submit to the jurisdiction of the state and federal courts in and for the State of New York for the resolution of any dispute arising under this Agreement. If any



provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. This Agreement may be executed in one or more counterparts, which shall each be considered an original but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

This Service Bureau Agreement is submitted with respect to the following exchange(s):

☐ MEMX LLC

☐ MX2 LLC

Service Bureau:

MEMX LLC; MX2 LLC (as applicable)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

MEMX Service Bureau Agreement

1. This Service Bureau Agreement (this "Agreement") is by and among each of MEMX LLC and MX2 LLC (collectively, the "Exchange"), with principal offices at 525 Washington Blvd, Suite 300, Jersey City, NJ 07310, the Member of the Exchange designated below ("Member"), and the Authorized Service Bureau designated below ("Service Bureau").
2. The Service Bureau acknowledges that it is a party to a Service Bureau Port Fee Agreement with the Exchange.
3. This Agreement authorizes the Service Bureau to route orders and any modifications thereto to the Exchange on behalf of the Member.
4. By executing this Agreement, the undersigned Member agrees that it is responsible for all orders using its MPID entered on the Exchange through or by the Service Bureau. The Member also agrees to accept and honor all trades executed on the Exchange as a result of orders routed to the Exchange through or by the Service Bureau using the Member's mnemonic, regardless of whether such orders were provided to the Exchange in error by the Service Bureau.
5. The Member understands and agrees that it is its sole responsibility to immediately notify the Exchange in the event that it wishes to terminate this Agreement.
6. This Agreement, subject to earlier termination in accordance with its terms, shall continue until it is terminated at any time on not less than 24 hours written notice given by either party to the other.
7. This Agreement shall be governed by the laws of the state of New York without regard to its choice of law provisions.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS SERVICE BUREAU AGREEMENT EFFECTIVE AS OF THE DATE OF EXECUTION BY THE EXCHANGE SET FORTH BELOW.

This Service Bureau Agreement is submitted with respect to the following exchange(s):

☐ MEMX LLC ☐ MX2 LLC

Service Bureau:	Member:	MEMX LLC; MX2 LLC (as applicable)
_____ <i>Signature</i>	_____ <i>Signature</i>	_____ <i>Signature</i>
_____ <i>Printed Name</i>	_____ <i>Printed Name</i>	_____ <i>Printed Name</i>
_____ <i>Title (must be an officer)</i>	_____ <i>Title (must be an officer)</i>	_____ <i>Title (must be an officer)</i>
_____ <i>Name of Service Bureau</i>	_____ <i>Name of Firm</i>	_____ <i>Date</i>
_____ <i>Service Bureau Contact</i>	_____ <i>Date</i>	_____
_____ <i>Email Address of Contact Person</i>	_____ <i>MPID of Member</i>	_____