

PAXOS SECURITIES SETTLEMENT COMPANY, LLC

PARTICIPANT AGREEMENT

Return to: Paxos Securities Settlement Company, LLC
Attn: Membership
Email: _____

WHEREAS, Paxos Securities Settlement Company, LLC (“Company”) operates a settlement system and is registered as a clearing agency pursuant to Section 17A(b) of the Securities Exchange Act of 1934, as amended (“Securities Exchange Act”);

WHEREAS, the undersigned applicant for participation (“Participant”) is seeking participant status in the Company under the terms, as amended from time to time, of the Company’s organizational documents, bylaws, rules and relevant policies, procedures, notices, circulars, interpretations or other directives and/or decisions adopted by the Company (“Rules”);

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants in this Agreement, the parties hereto agree as follows:

1. The Participant agrees to abide by the Rules and to establish such arrangements for conducting business with the Company as the Company may require.
2. The Participant agrees to pay all fees, fines and/or other compensation owed by the Participant to the Company.
3. The Participant agrees to make all contributions of margin assets as required under the Rules.
4. The Participant agrees to promptly permit inspection of its books and records by authorized representatives of the Company and to promptly provide all information to the Company regarding the Participant’s business as the Company may require.
5. As may be required by law, rule or regulation, the Participant authorizes the Company to make available to any governmental agency or self-regulatory organization (“SRO”), as that term is defined in the Securities Exchange Act, with jurisdiction over the Company any information the Company may have concerning the Participant or the Participant’s associated persons and releases the Company from any and all liability in furnishing such information.
6. The Participant grants a perpetual, irrevocable, worldwide, sub-licensable, transferable, fully-paid-up and royalty-free license to the Company to (a) use, copy, create derivative works from, publish, display and distribute information provided by the Participant to the Company to provide the Company’s clearing agency services and (b) use, copy, create

derivative works from, publish, display and distribute information provided by the Participant to the Company on an anonymized and aggregated basis for the Company's general business purposes so long as the use does not identify, and is not capable of identifying, the Participant. The Participant acknowledges and agrees that it will be responsible for obtaining all consents and authorizations under applicable law to permit the Company's use of information in accordance with this provision and will be responsible for making any related disclosures.

7. The Participant acknowledges and agrees that the Company owns and retains all right, title and interest in and to the Company's systems and services used by the Participant, and all components thereof, and all work product conceived, created, produced, reduced to practice, or otherwise developed by or on behalf of the Participant or the Company in connection with the Company's services.
8. The Participant agrees to promptly update any and all information contained in any part of the Participant's application and to promptly notify the Company of any termination of the membership of the Participant in another SRO.
9. The parties acknowledge, agree and represent that, pursuant to Rule 2.4.5A, the Participant and the Company will hold in confidence all Confidential Information, as defined in the Rules.
10. The Participant acknowledges and agrees that the Participant's rights as a participant will not be assignable without the written consent of the Company.
11. The parties acknowledge, agree and represent that this Agreement is binding on and will inure to the benefit of the Participant and any of its successors or assigns approved by the Company and will also inure to the benefit of the Company and any of its successors or assigns.
12. The Participant acknowledges, agrees and represents that the Rules constitute a contract between the Participant and the Company and the Participant is granting the Company all liens, rights and remedies under the Rules.
13. The Participant acknowledges, agrees and represents that abiding by the terms of this Agreement and the Rules will not violate the Participant's organizational documents, contracts or other law applicable to the Participant.
14. The parties each agree and represent that they have all requisite power and authority to enter this Agreement, the Agreement is valid and enforceable and that the individuals signing on behalf of each party are duly authorized.
15. The parties acknowledge and agree that this Agreement will terminate upon the effective date for any termination of the Participant by the Company or the effective date of any withdrawal by the Participant.

Agreed to as of this _____ day of _____ 20__

PARTICIPANT

COMPANY

(Name)

(Name)

By: _____
(Signature)

By: _____
(Signature)

(Name and Title)

(Street Address)

(City, State & Zip Code)