

**Cboe Exchange, Inc.**  
**Trading Floor Booth Rental Agreement**

This Trading Floor Booth Rental Agreement ("Agreement"), effective on \_\_\_\_\_, 20\_\_, is by and between Cboe Exchange, Inc. ("Cboe Options" or "Exchange") and \_\_\_\_\_ ("TPH Organization"). This Agreement replaces and supersedes any prior Trading Floor Booth Rental Agreement by and between Cboe Options and TPH Organization.

Cboe Options has certain booth space located on its trading floor that it makes available for use by Cboe Options trading permit holder organizations.

TPH Organization desires to lease certain booth space on the trading floor from Cboe Options.

In consideration of the foregoing and the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Cboe Options agrees to lease to TPH Organization, subject to the terms, conditions and restrictions set forth herein, the trading floor booths identified in TPH Organization's Booth Assignment Record as defined in Section 6 hereof (hereinafter "Booth Space").
2. Booth Space shall be leased by TPH Organization on a month-to-month basis. TPH Organization agrees to pay Cboe Options for Booth Space leased hereunder by means of Cboe Options' then current billing and payment procedures and in accordance with the then current Cboe Options Fees Schedule located at:

[https://cdn.cboe.com/resources/membership/Cboe\\_FeeSchedule.pdf](https://cdn.cboe.com/resources/membership/Cboe_FeeSchedule.pdf).

TPH Organization shall not be responsible to pay for utilities and for routine maintenance of the Booth Space (such as daily cleaning). Routine maintenance does not include modifications, alterations or repairs to the Booth Space as described in Sections 7 and 8 hereof.

3. Cboe Options reserves the right, in its sole discretion, at any time upon ten (10) days prior notice, to do any of the following:
  - a) Change the location of any or all of TPH Organization's booths leased hereunder;
  - b) Reduce the number of booths leased hereunder;
  - c) Terminate this Agreement in the event that the Cboe Options trading floor is closed or otherwise ceases to be used for trading.
4. Cboe Options may terminate this Agreement, effective immediately without prior notice to TPH Organization, upon the occurrence of any of the following:
  - a) TPH Organization fails to make any payment when due hereunder and such failure is not cured within five (5) days after notice of such failure is issued by Cboe Options;

- b) TPH Organization breaches any term of this Agreement;
  - c) TPH Organization becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or its assets, becomes subject to any proceedings in bankruptcy or under any insolvency law, or has been wound up or liquidated, voluntarily or otherwise.
5. TPH Organization may terminate this Agreement at any time for any reason upon at least five (5) days prior written notice to Cboe Options. Any such termination of this Agreement shall not affect TPH Organization's obligation to pay all rental fees and other charges that are due as of the effective date of such termination.
  6. TPH Organization must submit a written request in a form and manner prescribed by the Exchange in order to request that booths be added to or deleted from the booth assignments set forth in Cboe Options trading floor booth records. Any and all such changes shall not become effective unless and until approved by Cboe Options. Upon such approval, the lease of any booths added by TPH Organization shall be subject to all the terms, conditions, and restrictions of this Agreement.
  7. Any modifications or alterations to any trading floor booths leased hereunder must receive prior approval of Cboe Options, which reserves the right to perform any and all such modifications and alterations. TPH Organization shall be responsible for all costs associated with any such modifications and alterations and shall reimburse Cboe Options for all costs incurred by Cboe Options in connection therewith.
  8. Upon termination of this Agreement or upon TPH Organization's surrender of all or part of the Booth Space leased hereunder, TPH Organization will be responsible for removal of all TPH Organization equipment and other property from the affected booths and for all costs and expenses, including those incurred by Cboe Options, associated with restoring any such booths to the condition they were in at the time they were surrendered to TPH Organization for its use. Booth Space rental fees will continue to accrue until restoration is complete, and TPH Organization's obligation to restore the booths to pre-surrender condition shall survive the termination of this Agreement and the deletion of booths from the Agreement.

TPH Organization shall also be responsible for and shall reimburse Cboe Options for any costs and expenses incurred by Cboe Options in connection with any repairs to any of the leased booths during occupancy by TPH Organization.
  9. TPH Organization will ensure that only persons who are employed by TPH Organization are permitted to use the Booth Space or any equipment therein. Employees of TPH Organization who are permitted access to the booth must be issued a paycheck by TPH Organization and their Cboe Options photo ID badge must be registered in the TPH Organization's name.
  10. All business transactions conducted from the Booth Space must be administered and billed in the name of the TPH Organization leasing the Booth Space.
  11. TPH Organization shall not be permitted to sub-lease, jointly lease, or enter into any other agreement or arrangement which permits the use of the Booth Space by any persons or entities other than those expressly authorized herein.

- 12. TPH Organization will keep the Booth Space clean and in good working order (except for routine maintenance as defined in Section 2 above).
- 13. Use of the Booth Space is subject to the rules of Cboe Options, including, but not limited to, those rules that limit the liability of Cboe Options, and any and all policies, and procedures of the Exchange that may be imposed by Cboe Options from time to time regarding Booth Space rental and usage.
- 14. Neither the terms of this Agreement nor any applicable Exchange policies or procedures may be waived or modified with respect to TPH Organization except as provided in Section 13 of this Agreement or pursuant to a writing signed by an authorized representative of Cboe Options.

**Approved:**

**Cboe Exchange, Inc.**

\_\_\_\_\_  
**TPH Organization (Please Print)**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_