

**EXHIBIT 5B****Non-U.S. Clearing Member Agreement**

The undersigned hereby makes application to become a Clearing Member of the Options Clearing Corporation (hereinafter called the "Corporation") and agrees as follows:

1. The undersigned is a bank organized outside the U.S., or a "Non-U.S. Securities Firm" as that term is defined in OCC Rule 101.
2. The undersigned, while a Clearing Member, will clear or settle through the Corporation directly, or through another Clearing Member, every confirmed trade and any other contract or transaction to which the undersigned may be a party and which the By-Laws or Rules of the Corporation may require to be cleared or settled through the Corporation.
3. The undersigned, while a Clearing Member, shall be bound by and abide by the provisions of the By-laws and Rules of the Corporation and all procedures adopted pursuant thereto. The undersigned shall keep current all information provided to the Corporation including, but not limited to, information provided pursuant to the By-Laws and Rules of the Corporation.
4. The undersigned agrees to comply with the guidelines and restrictions imposed on domestic broker-dealers regarding the extension of credit, as provided by Section 7 of the Securities Exchange Act 1934 and Regulation T promulgated thereunder by the Board of Governors of the Federal Reserve System, with respect to any customer account that includes cleared contracts issued by the Corporation.
5. The undersigned agrees to comply with the rules of the Financial Industry Regulatory Authority, Inc. governing maintenance margin and option exercises.
6. The undersigned irrevocably consents to the exclusive jurisdiction of the courts located in Chicago, Illinois, including Federal courts located in Chicago, Illinois, and to the application of the laws of the State of Illinois and the laws of the United States of America, as applicable, in connection with this agreement and any dispute with the Corporation arising from the undersigned's membership. The undersigned irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to the service of process by mail or in any other manner permitted by applicable law.
7. The By-Laws and Rules of the Corporation shall be a part of the terms and conditions of every confirmed trade or other contract or transaction that the undersigned, while Clearing Member, may make or have with the Corporation, or with other Clearing Members in respect of cleared contracts, and of every confirmed trade or other contract or transaction into which the undersigned, while a Clearing Member, may enter and which the By-Laws or Rules of the Corporation may require to be cleared or settled through the Corporation.
8. The undersigned will pay to the Corporation all fees and other compensation provided for in or pursuant to the By-Laws and Rules of the Corporation for clearing and all other services rendered to the undersigned while a Clearing Member, and such fines as may be imposed on the undersigned in accordance with the By-Laws and Rules of the Corporation.
9. The undersigned agrees to establish arrangements satisfactory to the Corporation for the conduct of business with the Corporation, including the appointment of an entity satisfactory to the Corporation for the purpose of effecting service of process upon the undersigned.
10. As defined in OCC Rule 302, every Clearing Member, must maintain books and records necessary in accordance with the requirement of its applicable regulatory agency, including but not limited to any applicable requirements under the Securities Exchange Act of 1934, the Commodity Act, or additional requirements as the Corporation may impose.
11. The undersigned, if a non-U.S. Clearing Member or bank organized outside the U.S., agrees to maintain those books and records necessary to comply with the reporting requirements of its "Non-U.S. Regulatory Agency," as that term is defined in OCC Rule 101, and with such additional requirements as the Corporation may impose.

12. The undersigned will permit inspection of the undersigned's books and records at all times by the duly authorized representatives of the Corporation, and will furnish the Corporation with all information in respect to the undersigned's business and transactions as the Corporation or its officers may require; provided, however, that if the undersigned shall cease to be a Clearing Member, the Corporation shall have no right to inspect the undersigned's books and records, or to require information, relating to transactions initiated after the time when the undersigned ceases to be a Clearing Member.
13. The undersigned will be bound by any amendment to the By-Laws or Rules of the Corporation with respect to any transaction occurring subsequent to the time such amendment takes effect as fully as though such amendment were now part of the By-Laws and Rules of the Corporation; provided, however, that no such amendment shall affect the undersigned's right to cease to be a Clearing Member unless before such amendment becomes effective the undersigned is given an opportunity to give written notice to the Corporation of the undersigned's election that the Corporation shall definitely cease to act for the undersigned.
14. The undersigned represents and warrants to the Corporation that (i) neither the execution and delivery of this agreement, nor any act to be performed pursuant to the agreement by the Corporation, or by, or on behalf of the undersigned, will violate its organizational documents, or any other agreement which is binding upon the undersigned, or any provisions of law applicable to the undersigned; and (ii) that the information submitted by the undersigned in the Clearing Member Application is true, accurate and complete.
15. The undersigned will make such payments to, or in respect of, the Clearing Fund as may be required from time to time.
16. The undersigned acknowledges that the By-Laws and Rules of the Corporation, each as in effect at the time of the submission of this agreement, are publicly available on OCC's website. By signing this agreement, the undersigned represents and warrants to the Corporation that it has obtained and reviewed such By-Laws and Rules.
17. The undersigned represents and warrants to the Corporation that it will clear only those kinds and types of options transactions for which the applicant has applied and been approved to clear by the Risk Committee or the Board of Directors. The undersigned further represents and warrants that prior to clearing kinds and types of options transactions for which approval has not previously been granted by the Risk Committee or the Board of Directors, it shall apply to the Risk Committee for such approval.
18. The undersigned authorizes the Corporation to disclose to the undersigned's primary Non-U.S. Regulatory Agency, as that term is defined in OCC Rule 101, any known information regarding financial or operational difficulties of the undersigned, and to release to authorized officials of the Non-U.S. Regulatory Agency any and all data relating thereto which the Corporation deems relevant.
19. The rights of the Clearing Member shall not be assignable without the written consent of the Corporation. This agreement shall be binding upon, and inure to the benefit of, Clearing Member and its successors and assigns approved by the Corporation, and shall also inure to the benefit of the Corporation and its successors and assigns.
20. The undersigned acknowledges that it must satisfy all the qualifications set forth in OCC Rule 202, or adopted pursuant thereto, and that the undersigned's application to become a Clearing Member of Corporation, including authorization to clear all or certain types and kinds of contracts, shall be governed exclusively by the procedures set forth therein.
21. The undersigned represents that: (i) it has all requisite power and authority to execute and deliver this agreement; (ii) this agreement constitutes a legal, valid and binding obligation of the undersigned enforceable against it, and (iii) the individual signing this agreement on its behalf has been duly authorized to execute and deliver this agreement.
22. The undersigned agrees that the use of an electronic signature shall have the same validity and effect as the use of a signature affixed by hand with respect to any and all agreements and other documents entered into between Clearing Member and the Corporation, or otherwise delivered to or by the Corporation pursuant to the By-Laws and Rules of the Corporation.

**Officer's Certificate**  
**(for Corporate Non-U.S. Clearing Members)**

I, \_\_\_\_\_, the duly elected,  
 qualified and acting [Assistant] Secretary of \_\_\_\_\_  
 \_\_\_\_\_, a corporation organized and existing under  
 the laws of \_\_\_\_\_ (hereinafter referred to as the  
 "corporation"), **Hereby Certify** that:

1. \_\_\_\_\_ The following is a correct copy of a resolution duly adopted by the Board of Directors of the corporation at a meeting thereof  
 held on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at which meeting a quorum was present and acting.

\_\_\_\_\_ Resolved, that the President or any Vice President of the corporation is authorized to execute and deliver, in the name and  
 behalf of the corporation, under its corporate seal attested by its Secretary or Assistant Secretary, a Non-U.S. Clearing Member  
 Agreement between the corporation and The Options Clearing Corporation, in the form presented to this meeting and hereby  
 approved.

2. \_\_\_\_\_ Said resolution is still in full force.

3. \_\_\_\_\_ The executed Non-U.S. Clearing Member Agreement to which this certificate is attached is in the form presented to and  
 approved by the Board of Directors of the corporation at the above described meeting.

**In Witness Whereof** I hereby subscribe my name this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
 [Assistant] Secretary

**Form for Execution by Corporation**

\_\_\_\_\_  
 Name of Corporation

\_\_\_\_\_  
 By

\_\_\_\_\_  
 Title (President)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Attest (Secretary or Assistant Secretary)

**Form for Execution by Partnership**

\_\_\_\_\_  
 Name of Partnership

\_\_\_\_\_  
\_\_\_\_\_  
By

\_\_\_\_\_  
\_\_\_\_\_  
Title (a General Partner)

\_\_\_\_\_  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
\_\_\_\_\_  
Date

**Form for Execution by Limited Liability Company:**

\_\_\_\_\_  
\_\_\_\_\_  
Name of Limited Liability Company

\_\_\_\_\_  
\_\_\_\_\_  
By

\_\_\_\_\_  
\_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
\_\_\_\_\_  
Date

Accepted as the date shown below:

**The Options Clearing Corporation**

\_\_\_\_\_  
\_\_\_\_\_  
By

\_\_\_\_\_  
\_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
\_\_\_\_\_  
Date