

**Exhibit 5a**



**OCC Rules**

Blue underlined text indicates additions

**RULE 204 – Conditions to Admission**

(a) The Risk Committee will not approve any application for clearing membership if the applicant fails to meet the membership requirements and standards set forth in the Rules.

(b) No applicant will be admitted as a Clearing Member until the applicant has deposited with the Corporation its initial contribution to the Clearing Fund in the amount required by the Risk Committee in accordance with Chapter X of the Rules, has met all contingencies established by the Risk Committee at the time of approval, and has signed and delivered to the Corporation an agreement in such form as the Corporation will require, including applicant's agreements:

(1) to clear through the Corporation, either directly or through another Clearing Member, all of its confirmed trades and all other transactions which the By-Laws or the Rules may require to be cleared through the Corporation;

(2) to abide by all provisions of the By-Laws and the Rules and by all procedures adopted pursuant thereto;

(3) that the By-Laws and the Rules constitute a part of the terms and conditions of every confirmed trade or other contract or transaction which the applicant, while a Clearing Member, may make or have with the Corporation, or with other Clearing Members in respect of cleared contracts, or which may be cleared or required to be cleared through the Corporation;

(4) to grant the Corporation all liens, rights and remedies set forth in the By-Laws and the Rules;

(5) to pay to the Corporation all fees and other compensation provided by or pursuant to the By-Laws and the Rules for clearance and for all other services rendered by the Corporation to the applicant while a Clearing Member;

(6) to pay such fines as may be imposed on it in accordance with the By-Laws and the Rules;

(7) to permit inspection of its books and records at all times by the representatives of the Corporation and to furnish the Corporation with all information in respect of the applicant's business and transactions as the Corporation or its officers may require;

(8) to make such payments to or in respect of the Clearing Fund as may be required from time to time;

(9) to comply, in the case of Non-U.S. Securities Firms, 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 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; and

(10) to comply, in the case of Non-U.S. Securities Firms, with the Rules of the Financial Industry Regulatory Authority governing maintenance margin and cut-off times for the submission of exercise notices by customers.

(c) The Risk Committee may disapprove the application for clearing membership of any applicant or person of the applicant who is subject to a Statutory Disqualification.

(1) In cases in which the SEC, by order, directs as appropriate in the public interest, the Corporation will disapprove an application for clearing membership by any applicant or person of the applicant who is subject to a statutory disqualification.

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(2) Every applicant must notify the Corporation in writing if the applicant is or becomes subject to a statutory disqualification in accordance with the requirements of Rule 306A(c).

(d) The Risk Committee may disapprove an application for clearing membership if the applicant or any natural person associated with the applicant has engaged and there is a reasonable likelihood he will again engage in acts or practices inconsistent with just and equitable principles of trade.

(e) Each applicant that has been approved for clearing membership subject to satisfaction of specified conditions must meet all conditions applicable to its admission within nine months from the date on which its application was approved, unless the Risk Committee prescribed an earlier date at the time the applicant was approved for clearing membership.

(f) The Risk Committee may consider information provided by an applicant's Designated Examining Authority, designated self-regulatory organization (in the case of an applicant primarily regulated as a futures commission merchant) and/or other self-regulatory organizations to which an applicant is a member or has applied for membership when considering an applicant's compliance with the Corporation's membership requirements and standards and overall fitness to be a Clearing Member.

(g) If the Risk Committee determines that an applicant's financial condition, operational capability, risk management capability, or experience and competence in relation to the business that the applicant is expected to transact with the Corporation, makes it necessary or advisable, for the protection of the Corporation, Clearing Members, or the general public, the Risk Committee may impose additional, temporary requirements for membership including, but not limited to, the imposition of protective measures pursuant to Rule 307. Additional membership criteria may be imposed until the heightened risk presented by the Clearing Member is sufficiently reduced.

(h) Each applicant for clearing membership and each Clearing Member must sign and deliver to the Corporation such other instruments in writing as the Corporation may require from time to time, depending on the services that the applicant or Clearing Member selects.

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### **RULE 610C – Escrow Deposits**

A participating escrow bank, which must be a participant of the Depository unless it effects escrow deposits consisting only of cash, may effect escrow deposits in respect of short positions in stock put option contracts and index put or call option contracts and may effect “roll overs” and withdrawals of such deposits, and a Clearing Member may instruct the Corporation with regard to short positions to be covered by such deposits, by submitting instructions to the Corporation through an EDP Pledge System, subject to the following provisions of this Rule:

(a) *Eligible Collateral.* Escrow deposits may consist of the following instruments with respect to the following short positions:

(1) with respect to short positions in stock put option contracts or index put option contracts: cash; U.S. Government securities; or any combination thereof; and

(2) with respect to short positions in index call options: cash; U.S. Government securities; common stocks; or any combination thereof.

(b) *Manner of Holding.* (i) Shares of common stock and U.S. Government securities included within an escrow deposit shall be held in the participating escrow bank's participant account at the Depository. Cash included within an escrow deposit shall be held in an account of the customer approved by the Corporation, and into which the Corporation has online view access (each, an “approved account”), at the participating

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escrow bank governed by an agreement in a form acceptable to the Corporation and signed by the customer, the Corporation and the participating escrow bank (the “tri-party agreement”). [The Corporation may, in its discretion, approve a participating escrow deposit bank if a bank: \(i\) meets the minimum requirements for a Clearing Bank under Rule 206, and \(ii\) meets such other standards for participating escrow deposit banks as the Corporation may determine from time to time.](#)

(ii) The Corporation shall have a perfected security interest in each approved account and in all cash and securities within an escrow deposit.

(iii) Approved accounts shall be used solely for the purpose of making escrow deposits.

(c) *Method of Effecting Escrow Deposits.* (1) A participating escrow bank may effect an escrow deposit for a Clearing Member’s account by submitting an instruction as follows:

(i) in the case of an escrow deposit consisting of securities, by pledging such securities to the Corporation using the Depository’s EDP Pledge System; or

(ii) in the case of an escrow deposit consisting of cash, by pledging such cash to the Corporation using the Corporation’s EDP Pledge System.

(2) A participating escrow bank shall specify the number of option contracts to be covered by each escrow deposit through an entry in the Corporation’s EDP Pledge System. The number of option contracts covered by an escrow deposit shall be the lesser of the number specified by the participating escrow bank in respect of such deposit and the number determined by the Corporation pursuant to this Rule 610C, in either case subject to the right of the relevant Clearing Member to reduce the number of contracts supported by a deposit.

(3) Notwithstanding any other provision of this Rule 610C, if the Corporation deems necessary for the protection of the Corporation, other Clearing Members or the general public, the Corporation may approve or reject a deposit, or may disregard a deposit at any time, including, without limitation, as a result of the maturity of, or a corporate action involving the issuer of, securities included within an escrow deposit.

(d) *Method of Making Withdrawals.* A participating escrow bank may request a withdrawal of an escrow deposit by submitting an instruction as follows:

(1) in the case of an escrow deposit consisting of securities, by submitting a release request through the Depository’s EDP Pledge System;

(2) in the case of an escrow deposit consisting of cash, by submitting an instruction through the Corporation’s EDP Pledge System.

A Clearing Member may approve or disapprove of a withdrawal of deposited securities through the Depository’s EDP Pledge System. A Clearing Member may request a “hold” with respect to any escrow deposit made in respect of such Clearing Member’s account by submitting an instruction through the Corporation’s EDP Pledge System requesting that the Corporation not grant any request for withdrawal of such deposit or release such deposit for so long as such instruction is in effect. No withdrawal instruction shall be given effect by the Corporation unless (i) the margin requirements under this Chapter VI in respect of the customers’ account of the Clearing Member in respect of which the deposit was made would still be met after giving effect to such withdrawal, (ii) in the case of a withdrawal of deposited securities, the Clearing Member has approved the withdrawal through the Depository’s EDP Pledge System, and (iii) the deposit is not subject to a “hold” instruction.<sup>1</sup>

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<sup>1</sup> This sentence is based on existing Rule 613(b).

(e) *Rollover*. If a short position covered by an escrow deposit has been closed out, a participating escrow bank may effect the “roll over” of such escrow deposit to cover a different short position of the same customer, Clearing Member and option type by submitting a rollover instruction using electronic means prescribed by the Corporation for such purpose. A rollover instruction shall be subject to approval or rejection by the Corporation in its sole discretion.

(f) *Rights of Clearing Member*. The making of an escrow deposit shall constitute the grant by the customer to the Clearing Member in respect of whose account the deposit is made of a security interest in and right of setoff against the deposited securities and deposited cash to secure the customer’s obligations to such Clearing Member in respect of such short position. With respect to such security interest in the securities or cash included within an escrow deposit:

(1) such security interest shall at all times be subordinated to the Corporation’s security interest;

(2) the Clearing Member may not exercise remedies with respect to such security interest unless the Corporation has consented to such exercise or unless the Corporation’s interest has been withdrawn or released pursuant to the terms of the Rules; and

(3) the Corporation acknowledges that to the extent it has “control” for purposes of the Uniform Commercial Code over the security entitlements created by the participating escrow bank in the securities, and over the cash, included within the escrow deposit, it has such control both for itself and on behalf of the Clearing Member.

(g) *Initial Minimum*. The total value of the escrow deposit as of the time such deposit is made shall not be less than the product of:

(1) the applicable initial percentage for the category of option covered by the short position (*e.g.*, stock put options, index call options or index put options), as specified from time to time by the Corporation in such schedule or other form as the Corporation shall make available to Clearing Members and participating escrow banks; and

(2) the product of the number of option contracts specified in the instruction and (i) in the case of a deposit made in respect of index call option contracts, the aggregate current index value of the underlying index at the close of trading on the trading day preceding the date of deposit, or (ii) in the case of a deposit made in respect of stock or index put option contracts, the aggregate exercise price per contract.

(h) *Maintenance Minimum*. In connection with its calculation of required margin pursuant to Rule 601, the Corporation shall calculate the value of each escrow deposit made pursuant to this Rule. If in making such calculation the Corporation determines that the total value of an escrow deposit shall be less than the product of:

(1) the applicable maintenance percentage for the category of option covered by the short position, as specified from time to time by the Corporation in such schedule or other form as the Corporation shall make available to Clearing Members and participating escrow banks; and

(2) the product of the number of option contracts covered by the escrow deposit and (i) in the case of a deposit made in respect of index call option contracts, the aggregate current index value of the underlying index at the close of trading on the trading day preceding the date of deposit, or (ii) in the case of a deposit made in respect of stock or index put option contracts, the aggregate exercise price per contract, the Corporation may, upon notice to the Clearing Member on whose behalf the escrow deposit was made, disregard the escrow deposit and require that margin be deposited in respect of the short position theretofore covered by the escrow deposit. If such margin is not timely deposited and the Clearing Member

is suspended by the Corporation, the Corporation may close out such short position and: (i) in the case of securities, direct the Depository to deliver such securities to the participant account of the Corporation at the Depository and (ii) in the case of cash, cause such cash to be delivered to a bank account specified by the Corporation, in either case for the purpose of reimbursing itself for costs incurred in connection with such close-out.

(i) *Agreements of Participating Escrow Bank Regarding Escrow Deposits.* By effecting an escrow deposit, a participating escrow bank agrees that:

(1) The participating escrow bank will not release the escrow deposit, nor will it direct the Depository to release, or consent to the Depository's release of, the escrow deposit, either to the customer or to any other party, without the prior consent of the Corporation; provided, however a participating escrow bank may release the escrow deposit to the Corporation or to a third party pursuant to a written court order or an order of the Corporation.

(2) The participating escrow bank will not subject the escrow deposit, any securities or cash included within the escrow deposit, any cash held in the approved account at the participating escrow bank associated with the deposit or any portion of any of the foregoing to any right (including any right of set-off), charge, security interest, lien or claim of any kind in favor of the participating escrow bank, or any person claiming through the participating escrow bank. Further, the participating escrow bank waives (or, to the extent such waiver is prohibited by law, subordinates) any right (including any right of set-off), charge, security interest, lien or claim of any kind in its favor with respect to any securities or cash included within the escrow deposit, an approved account or other assets credited thereto or proceeds thereof or any portion of any of the foregoing, and the participating escrow bank will promptly notify the Corporation and the Clearing Member with respect to whose account the escrow deposit was made if any notice of lien, levy, court order or other process which purports to affect such escrow deposit or any portion thereof is served upon it.

(3) To the extent the escrow deposit is in respect of a short position in index call options, the participating escrow bank will maintain a written affirmation from the relevant customer stating that all index call options written for such customers' account and covered by escrow deposits with the participating escrow bank are written against a diversified stock portfolio.

(4) Upon reasonable request of the Corporation, the participating escrow bank shall cooperate with the Corporation in reconciling balances in each approved account.

(j) *Representations and Warranties of Participating Escrow Bank When Giving an Instruction.* A participating escrow bank, by giving an instruction with respect to an escrow deposit or rollover, represents as follows:

(1) The participating escrow bank holds the securities specified in the instruction at the Depository for the account of the customer on whose behalf the escrow deposit was made and holds the cash specified in the instruction in an approved account.

(2) The customer on whose behalf the escrow deposit was made or its agent has specifically authorized the participating escrow bank to submit the instruction to the Corporation and to hold the cash and/or securities specified in the instruction as an escrow deposit pursuant to the Rules in respect of the customer's short position in respect of which the escrow deposit is made.

(3) The escrow deposit, or any portion thereof, is not subject to any right (including any right of set-off), charge, security interest, lien or claim of any kind in favor of the participating escrow bank or any person claiming through the participating escrow bank.

(4) The participating escrow bank has obtained from the customer or its duly authorized representative confirmation of the customer's understanding that: (A) if the short position specified in the instruction is closed out under circumstances permitting the related escrow deposit to be withdrawn by the Clearing Member, the customer shall work with the Clearing Member to ensure that the Clearing Member withdraws

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the escrow deposit from the Corporation, and until the escrow deposit is duly released by the Corporation, the Corporation will retain the right to demand delivery or payment of the escrow deposit or its proceeds upon the assignment of an exercise notice to any short position in a series of options specified in the instruction carried in the Clearing Member's customers' account with the Corporation; and (B) exercise notices assigned by the Corporation to short positions for which escrow deposits have been made by the Clearing Member are allocated to particular customers by the Clearing Member or by their respective brokers, and if the Clearing Member is suspended by the Corporation and the Corporation cannot promptly determine the identities of the assigned customers, the Corporation will reallocate the exercise notices, and reallocation will be binding on the customer notwithstanding any contrary notice or confirmation which the customer may have received from the Clearing Member or the customer's broker.

(5) If the customer is the participating escrow bank acting in a fiduciary or similar capacity, or a trust or similar account maintained with the participating escrow bank, the participating escrow bank nonetheless understands that in submitting the instruction to the Corporation and functioning as escrowee and bailee of the escrow deposit pursuant to the Rules, the participating escrow bank is acting in a wholly separate capacity, and not in its capacity as customer.

(6) The escrow deposit meets the requirements set forth in paragraphs (a) and (b)(i) above.

(7) The total value of the escrow deposit as of the initial deposit of collateral and upon each addition of collateral to such escrow deposit is sufficient to support the number of contracts specified by the participating escrow bank in the relevant instruction, taking into account the valuation principles set forth in paragraph (g) of this Rule 610C.

(8) The total amount of cash held by the participating escrow bank pursuant to outstanding escrow deposits does not exceed a dollar amount equal to a percentage, as specified from time to time by the Corporation in such schedule or other form as the Corporation shall make available to Clearing Members and participating escrow banks, of the Tier 1 Capital of the participating escrow bank.

(9) To the extent that the escrow deposit includes securities (such securities and any proceeds thereof or distributions thereon, the "deposited securities"):

(i) The deposited securities are held in the participating escrow bank's account at the Depository.

(ii) The participating escrow bank has notified the Depository of the pledge to the Corporation of the deposited securities and the Depository has noted such pledge on its records.

(iii) The customer or its duly authorized representative has provided an authorization under which the Corporation has the right to liquidate the deposited securities in the event of the participating escrow bank's failure to meet its settlement obligations or insolvency.

(iv) The participating escrow bank is a "securities intermediary" (as defined in Section 8-102(a)(14) of the Uniform Commercial Code).

(10) To the extent that the escrow deposit includes cash:

(i) The participating escrow bank has established an approved account for the customer for the purpose of effecting escrow deposits and pledging the cash within escrow deposits to the Corporation, and the deposited cash specified in the instruction (the "deposited cash") has been properly credited to one of such approved accounts.

(ii) The customer's approved account constitutes a "deposit account" within the meaning of Article 9 of the Uniform Commercial Code.

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(iii) The customer or its duly authorized representative has provided an authorization under which the Corporation has the right to deliver the deposited cash to its designee in the event of the participating escrow bank's insolvency or failure to meet its settlement obligations.

(iv) The participating escrow bank is a "bank" (as defined in Section 9-102(a)(8) of the Uniform Commercial Code) and will be acting in that capacity with respect to the approved account.

(k) *Agreements of Participating Escrow Bank When Giving an Instruction.* A participating escrow bank, by giving an instruction with respect to an escrow deposit or rollover, irrevocably agrees as follows:

(1) To the extent that the escrow deposit includes deposited securities:

(i) The participating escrow bank shall promptly and fully comply with "entitlement orders" (as that term is defined in Section 8-102(a)(8) of the Uniform Commercial Code) or directions originated by the Corporation concerning all deposited securities without the further consent of the customer, including without limitation any entitlement order or direction originated by the Corporation instructing the participating escrow bank to deliver any or all of the deposited securities to the Corporation or its designees.

(ii) The participating escrow bank shall make reasonable efforts within its powers to ensure that the Depository follows the procedures described in clause (i).

(iii) The participating escrow bank shall comply promptly and fully with an order from the Corporation to liquidate the deposited securities to the extent necessary to perform the participating escrow bank's obligations under the Rules without the further consent of the customer or the Clearing Member.

(2) To the extent that the escrow deposit includes cash:

(i) The participating escrow bank shall hold the deposited cash applicable to the customer in the approved account at the participating escrow bank.

(ii) The participating escrow bank shall promptly and fully comply with disposition instructions originated by the Corporation concerning the approved account and all deposited cash and earnings thereon without the further consent of such customer or the Clearing Member, including without limitation any disposition instruction originated by the Corporation instructing the participating escrow bank to deliver any or all of the deposited cash to the Corporation or its designees.

(l) *Notice of Material Changes to Participating Escrow Bank.* Each participating escrow bank shall give the Corporation prompt prior written notice, in the manner specified by the Corporation, of any material change in its form of organization or ownership structure, including:

(1) the merger, combination or consolidation between the participating escrow bank and another person or entity;

(2) the assumption or guarantee by the participating escrow bank of all or substantially all of the liabilities of another person or entity in connection with the direct or indirect acquisition of all or substantially all of the assets of such person or entity;

(3) the sale of a significant part of the participating escrow bank's business or assets to another person or entity;

(4) a change in the name, form of business organization, or jurisdiction of organization or incorporation of the participating escrow bank; and

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(5) a change in the direct or indirect beneficial ownership of 10% or more of the equity of the participating escrow bank.

For the avoidance of doubt, to the extent prohibited by law, a participating escrow bank need not provide the foregoing notice in advance of a public announcement.

(m) *Reports.* On each business day, the Corporation shall make available to the participating escrow bank and to each Clearing Member a listing of all deposit, rollover and withdrawal instructions submitted to the Corporation on that business day with respect to escrow deposits made by the participating escrow bank for such Clearing Member.

(n) *Assignment of Exercises.* If any information made available to a participating escrow bank by the Corporation indicates that an exercise notice has been allocated to a short position covered by an escrow deposit that is being withdrawn or released, the participating escrow bank may not return the escrow deposit to the customer.

(o) *Release of Escrow Deposits in Respect of Stock Put Options upon Expiration.* Any escrow deposit in respect of a short position in stock put options shall be released by the Corporation on its own initiative at a time specified by the Corporation following the expiration date for the short position covered by such escrow deposit, unless:

(1) the Corporation has received notice from the correspondent clearing corporation indicating that the Clearing Member's obligations in respect of such short position have not been satisfied, in which case the escrow deposit shall not be released until such time as the Corporation determines it has no further obligations in respect of the short position; or

(2) the deposit is subject to a "hold" instruction, in which case the procedures set forth in paragraph (s) below shall apply.

(p) *Release of Escrow Deposits in Respect of Index Options upon Expiration.* Any escrow deposit made in respect of a short position in index options shall be released by the Corporation on its own initiative at a time specified by the Corporation following the expiration date for the short position covered by such escrow deposit, unless:

(1) the Clearing Member carrying the short position is not in full compliance with its obligations to the Corporation; or

(2) the deposit is subject to a "hold" instruction, in which case the procedures set forth in paragraph (s) below shall apply.

(q) *Transfer of Escrow Deposits to the Corporation on Clearing Member Default.* If a Clearing Member fails to meet its settlement obligations with the Corporation on any business day or is suspended, the Corporation has the option of approving or disapproving any withdrawal of an escrow deposit by such Clearing Member or the relevant participating escrow bank.

(1) If a Clearing Member is in default with respect to any short position covered by an escrow deposit on any business day, the Corporation may take possession of the cash and securities making up any escrow deposit supporting such short position and: (i) in the case of securities, direct the Depository to deliver such securities to the account at the Depository specified by the Corporation and (ii) in the case of cash, cause such cash to be delivered to a bank account specified by the Corporation, in either case for the purpose of satisfying the Clearing Member's obligations in respect of such short position (or reimbursing itself for losses incurred as a result of the default).

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(2) If a Clearing Member fails to meet its settlement obligations with the Corporation or is suspended on any business day, the Corporation may close out any short position held with respect to such Clearing Member, take possession of the securities and/or cash making up any escrow deposit supporting such short position and: (i) in the case of securities, direct the Depository to deliver such securities to the participant account of the Corporation at the Depository and (ii) in the case of cash, cause such cash to be delivered to a bank account specified by the Corporation, in either case, for the purpose of reimbursing itself for costs incurred in connection with such close-out.

(r) *Participating Escrow Bank Default.* If a participating escrow bank has become insolvent, fails to satisfy the applicable requirements set forth in Rules 610 and 610C or breaches the relevant participating escrow bank agreement or tri-party agreement, the Corporation may nonetheless accept new deposits or accept any escrow rollovers or withdrawals for which settlement was to have been made by the participating escrow bank (provided that the affected Clearing Members would be in compliance with their obligations to the Corporation after giving effect thereto), but such acceptance shall not prejudice or impair such rights as such Clearing Members may have against the participating escrow bank or its customers; provided, that the Corporation may also take any of the following actions: (i) disqualify the participating escrow bank from submitting new escrow deposits; (ii) disapprove any withdrawals by such participating escrow bank, (iii) take possession of deposited securities and cause such securities to be delivered to the participant account of the Corporation at the Depository and/or take possession of deposited cash and cause such cash to be delivered to a bank account specified by the Corporation, in either case for satisfying the participating escrow bank's settlement obligations (or reimbursing itself for losses incurred as a result of such failure or insolvency), (iv) disregard any escrow deposits, (v) require the participating escrow bank to withdraw any escrow deposit, or (vi) close out any short position supported by an escrow deposit made by the participating escrow bank, take possession of the securities and/or cash making up any escrow deposit supporting such short position and: (A) in the case of securities, direct the Depository to deliver such securities to the participant account of the Corporation at the Depository and (B) in the case of cash, cause such cash to be delivered to a bank account specified by the Corporation, in either case for the purpose of reimbursing itself for costs incurred in connection with such close-out. In the event of a participating escrow bank's failure to meet its settlement obligations with respect to a Clearing Member or a participating escrow bank's insolvency, the Clearing Member shall have the right to take possession of the deposited securities or cash, as described in paragraph (s) below, provided that the Corporation has released its rights in such deposited securities or cash.

(s) *Transfer of Escrow Deposits to Clearing Member upon Customer Default.* (1) A Clearing Member that has disapproved of the withdrawal of an escrow deposit (in the case of a withdrawal of deposited securities) or requested a "hold" with regard to such deposit may request, using a form prescribed by the Corporation for such purpose, that the Corporation obtain possession of the securities or cash included within the escrow deposit, or a portion thereof, and deliver such securities to the account at the Depository specified by the Clearing Member, or cash to a location specified by the Clearing Member. By submitting a request for delivery with respect to the securities or cash included within an escrow deposit, a Clearing Member shall be deemed:

(i) to represent that, because the customer has defaulted in its obligations to the Clearing Member in respect of the short position covered by the deposit, it has the legal right to take possession and/or direct disposition of the deposited securities or deposited cash requested to be delivered, as a result of a valid and perfected lien on and security interest in the deposited securities and deposited cash or otherwise, and

(ii) to indemnify and hold harmless the Corporation, its directors, officers, employees and agents, against all losses or expenses (including attorneys' fees) reasonably incurred by such person for any reason as a result of a breach of the representation in clause (1) or the delivery of such deposited securities or deposited cash.

(2) A Clearing Member shall further provide such documentation as the Corporation may reasonably request relating to its legal right to take possession and/or direct disposition of the securities requested to be delivered.

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(3) Upon receipt of such a request and upon confirmation that Clearing Member has met any additional required margin, the Corporation shall, unless prohibited by applicable law or regulations or court order: (i) in the case of deposited securities, through the facilities of the Depository, instruct the Depository to deliver such deposited securities, directly or indirectly, to an account at the Depository specified by such Clearing Member, or (ii) in the case of deposited cash, instruct the participating escrow bank to deliver such deposited cash as directed by the Clearing Member. If a Clearing Member has not made a request in proper form or requested an extension by the 5 business day following the Clearing Member's request for a "hold" with respect to such deposit, the Corporation shall release the escrow deposit unless the Clearing Member is not in compliance with its obligations to the Corporation as of such time, in which case the Corporation may exercise the remedies set forth in paragraph (q); and, provided further, the Corporation shall not be responsible for any failure by the Depository or any participating escrow bank to act on any such instruction.

(t) *Effect of Release or Withdrawal of Escrow Deposit.* The release of an escrow deposit by the Corporation or the withdrawal of an escrow deposit with the Corporation's consent releases any and all rights of the Corporation against the participating escrow bank with respect to the escrow deposit. A release or withdrawal of an escrow deposit will not affect any other rights of the Clearing Member for whose account the escrow deposit was made.

**. . . Interpretations and Policies:**

**.01** The Corporation will not accept, or if initially accepted, will thereafter reject, an escrow deposit pursuant to this Rule 610C from a participating escrow bank other than through the Depository, if such participating escrow bank, a parent or an affiliate has an equity interest in the amount of 20% or more of the total capital of the Clearing Member for whose account the deposit is made.

**.02** For purposes of this Rule, the term "participating escrow bank" means an approved custodian that has entered into and has in effect a participating escrow bank agreement with the Corporation.

**.03** For purposes of this Rule, the term "participating escrow bank agreement" shall mean an agreement between the Corporation and a participating escrow bank approved to act as a custodian of escrow deposits for the purposes of Chapter VI of the Rules, providing, among other things, that such bank is subject to all provisions of the Rules governing the escrow deposit program for effecting escrow deposits, rollovers and withdrawals of escrow deposits without the issuance of escrow receipts.

**.04** For the purposes of this Rule, the term "Government securities" means securities with a fixed principal amount issued or guaranteed by the United States, excluding Separate Trading of Registered Interest and Principal Securities issued on Treasury Inflation Protected Securities (commonly called TIP-STRIPS).

**.05** For the purposes of this Rule, the term "business day" means any day other than a day on which the Corporation, the Depository and/or commercial banks in New York City are authorized or required to be closed.

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Exhibit 5b



**OCC Clearing Member Application**

**1. Organization Profile**

a. Legal name of applicant:

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b. Address and telephone numbers of principal place of business

\_\_\_\_\_  
(Street/Suite)

\_\_\_\_\_  
(City/State/Country/Zip or other mail code identifier)

\_\_\_\_\_  
(Principal Business Telephone)

\_\_\_\_\_  
(Applicant's website address)

c. Address and telephone numbers of clearing office (if different from the principal place of business):

\_\_\_\_\_  
(Street/Suite)

\_\_\_\_\_  
(City/State/Country/Zip or other mail code identifier)

\_\_\_\_\_  
(Principal Business Telephone)

d. Form of Business Organization (check applicable box):

Corporation

Limited Liability Company

Limited Liability Partnership

General Partnership

Limited Partnership

Other (Please specify) \_\_\_\_\_

e. Date applicant was established: \_\_\_\_\_

~~f. List all predecessors of and/or any other names used by applicant in the past 10 years, including all securities and/or futures registrations held (if any).~~

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~~g. Describe any ownership interest in or other affiliation with other entities engaged in securities, commodities, financial services or other similar business. For each affiliation, provide the name, address, form of business organization, nature of the interest or affiliation, identify whether the interest is controlling in nature, and describe compensation received as a result of such interest. If none, please so indicate; otherwise attach a list of interests or affiliations.~~

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**2. Regulatory Profile**

a. Check the applicable regulatory category and all registrations held and state the date so registered, if applicable:

Registered broker-dealer ("BD") under Sections 15(b)(1) or (2) of the Securities Exchange Act of 1934 ("SEA") as of \_\_\_\_\_ (a fully registered BD);

Registered BD under Section 15(b)(11)(A) of the SEA as of \_\_\_\_\_;

Registered Futures Commission Merchant ("FCM") under Section 4f(a)(1) of the Commodity Exchange Act ("CEA") as of \_\_\_\_\_ (a fully registered FCM);

Registered FCM under Section 4f(a)(2) of the CEA as of \_\_\_\_\_;

A Non-U.S. Securities Firm, as defined in OCC Rule 101.

A U.S. national bank registered with the Office of the Comptroller of the Currency for full service operations;

A U.S. state-chartered bank that is a member of the Federal Reserve System; and/or

A U.S. state-licensed or federally-licensed branch of a non-U.S. bank where the non-U.S. bank is registered with its home country national banking regulatory authority as outlined in OCC Rule 201.

If you have selected a bank, please indicate in the boxes below if you are a National Association:

Yes.

No.

If you have selected a bank, please indicate if you are subject to the jurisdiction of The Office of the Comptroller of Currency, The Federal Reserve, The Federal Deposit Insurance Corporation (FDIC) or other (please explain):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other (please explain) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If not registered as set forth above, please attach list of any relevant registration relating to applicant's securities, commodities or other financial services business, including the name and address of the appropriate regulatory authority(ies) primarily responsible for regulating the securities and/or commodities activities of applicant.







**3. OCC Clearing Profile**

a. Will applicant outsource staff to meet the requirements of OCC Rule 201 and OCC Rule 303?  Yes  No

b. If yes, please indicate the third party performing these functions:

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c. If applicant is applying to be a non U.S. Clearing Member, please specify the country under whose laws applicant was formed and is operating and currently maintaining its principal place of business. \_\_\_\_\_.

d. If applicant is applying to be a Non U.S. Securities Firm, please list all affiliates and subsidiaries that will be consolidated on financial reports submitted to OCC. Please note that applicant may not alter its reporting practices with respect to consolidation, except with the approval of OCC.

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e. List the names and addresses of all banks, broker dealers and futures commission merchants where accounts are currently maintained. Please designate whether the accounts are maintained on an omnibus or fully disclosed basis. (Attach list on separate page if necessary)

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f. Check the applicable account types that applicant proposes to maintain with OCC:

- Firm
- Market Maker ( Proprietary  Non-Proprietary)
- Customer ( Securities  Futures)

g. Check the product approvals the applicant is seeking:

- Equity Options
- Index Options
- Stock Loan
- Security Futures
  - Physically Settled Stock Futures
  - Cash Settled Security Futures
- Treasury Securities Options

~~Commodity Contracts — list the exchanges that you wish to clear Commodity Contracts~~

=====	=====	=====
=====	=====	=====

~~Note: With respect to subsections (f) and (g) above, expansion to additional accounts or products not covered by the applicant's initial application requires further approval of the Membership/Margin Committee of OCC's Board of Directors.~~

~~Note: If applicant intends to clear equity options and/or stock futures, it must either be a clearing member of NSCC, complete the Appointed/Appointing Clearing Member form or, if a Canadian Clearing Member using CDS's account at NSCC, complete the Appointment of CDS Form (NSCC).~~

~~Note: If the applicant intends to participate in the Stock Loan program, it must be a member of DTC or, if a Canadian Clearing Member using CDS's account at DTC, complete the Appointment of CDS Form (DTC).~~

~~Note: If applicant intends to clear Treasury Securities Options and/or physically settled treasury futures, it must either be a member of the Government Securities Division of FICC or complete the Designated/Designating Clearing Member form.~~

~~4. Business Profile~~

~~a. Total number of employees: \_\_\_\_\_~~

~~b. Total number of employees in each of the following departments:~~

~~• operations: \_\_\_\_\_~~

~~• accounting: \_\_\_\_\_~~

~~• treasury: \_\_\_\_\_~~

~~• administration: \_\_\_\_\_~~

~~e. Total number of registered representatives: \_\_\_\_\_~~

~~d. Please attach list identifying applicant's executive management, senior operations and financial personnel, including FINOP (or CFO or similar for non U.S. BDs).~~

~~e. Please check whether applicant clears for other BDs/Introducing Brokers ("IBs") (excluding market makers).  Yes  No~~

~~f. If yes, please list the number of BDs/IBs for whom you clear and include in the parenthesis the number for whom you clear options and futures):~~

~~Omnibus basis \_\_\_\_\_ ( \_\_\_\_\_ options \_\_\_\_\_ futures)~~

~~Fully disclosed basis \_\_\_\_\_ ( \_\_\_\_\_ options \_\_\_\_\_ futures)~~

**5. Financial/Banking Profile**

a. Please provide applicant's end of fiscal year: \_\_\_\_\_.

b. Please provide the name, address, telephone and email address of the certified public accounting firm engaged to prepare audited financial reports.

\_\_\_\_\_  
(Firm name)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City, State, Country, Zip Code or other mail code)

\_\_\_\_\_  
(Contact Name and Telephone Number)

\_\_\_\_\_  
(email address)

c. Please provide (in percentage terms) a breakdown of applicant's revenue:

	Commissions	Proprietary Trading	Investment Accounts	Underwriting	Interest	Other
Options						
Securities						
Security Futures						
Commodity						
Contracts						
Securities Lending						
Other						
Total	100%	100%	100%	100%	100%	100%

d. Please list the bank that applicant proposes to use for settlements in respect of the accounts it proposes to maintain with OCC.

\_\_\_\_\_  
(Settlement Bank name)

\_\_\_\_\_

**6. Agreement**

Applicant agrees to abide by the By-Laws, Rules, and procedures of OCC as they shall be in effect from time to time. If applicable, applicant agrees to use a customer account agreement wherein the customer agrees to abide by all applicable OCC By-Laws and Rules.

Applicant authorizes any governmental agency, national securities exchange, national securities association, commodities exchange or contract market, self-regulatory agency, non-U.S. exchange or regulatory organization, and any other persons to furnish to OCC, upon its request, any information they may have concerning the business activities, reputation and employment history of the applicant or its executive officers or principals, and applicant hereby releases each such entity from any and all liability of whatever nature by reason of its furnishing such information to OCC.

Applicant acknowledges and agrees that the statements herein, and in each additional submission attached hereto or otherwise requested by OCC, may be verified by investigation and hereby declares that they are true, accurate and complete.

Name of Applicant: \_\_\_\_\_

By: \_\_\_\_\_  
(Please print name)

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

Signature: \_\_\_\_\_

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

Last Revised: March 26, 2025

Exhibit 5c

[Company Letterhead]

**NOTICE OF NAME CHANGE OF** \_\_\_\_\_ *[insert current clearing member name]*

**PLEASE TAKE NOTICE THAT** \_\_\_\_\_ *[insert current clearing member name]* (the "Clearing Member") by a filing with the appropriate authorities in the jurisdiction of its incorporation/formation/organization will be changing its name as of \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_ *[insert new clearing member name in bold type]*. Clearing Member hereby represents to you that Clearing Member will be changing only its name and that its corporate form, structure, and existence will not be altered. Clearing Member hereby acknowledges that the change of name described herein will not affect the enforceability of any contracts between Clearing Member and The Options Clearing Corporation or Clearing Member's obligations under such contracts, and that such contracts do not require amendment or substitution merely due to the name change described herein. Evidence of the filing of the documentation necessary to effect the name change described herein, and the acceptance of such filing by the jurisdiction of Clearing Member's incorporation/formation/ organization, is attached hereto.

Please update your records accordingly to reflect Clearing Member's new name as of the effective date referenced above. If you have any questions in regard to this name change, please feel free to contact the undersigned.

\_\_\_\_\_  
\_\_\_\_\_  
*[Name of Current Clearing Member]*

\_\_\_\_\_  
\_\_\_\_\_  
By Name of Authorized Signer

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
Telephone

Last Revised: June 2014

Exhibit 5d

[Applicant's Letterhead]

**Letter of Authorization**

\_\_\_\_\_, 20\_\_\_\_

(Applicant's primary regulatory agency)  
(Please include a separate letter for Applicant's primary self-regulatory agency, if applicable)

To Whom It May Concern:

The undersigned has made application to The Options Clearing Corporation ("OCC") to become a Clearing Member pursuant to OCC's Rules and By-Laws governing the admission of U.S. securities and/or commodities firms.

This is your authorization to inform OCC directly and promptly of any violation or impending violation of any of your rules or regulations, or any other applicable law, regulation or rule, including without limitation, violation of any rules or regulations of the Securities and Exchange Commission, the Commodity Futures Trading Commission, the Board of Governors of the Federal Reserve System or any foreign regulator that you may operate under the jurisdiction of, any of your financial requirements and any occurrence or impending occurrence of material operational difficulties by this firm and any consequent action or proposed action concerning or that may have any impact on the financial or operational condition of this firm taken or to be taken by you, and to transmit to OCC any and all data relevant thereto.

Thank you for your cooperation in this matter.

Very truly yours,  
*[Name of Clearing Member]*

\_\_\_\_\_  
By Name of Authorized Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone



**Clearing Member Agreement  
(U.S. Broker-Dealers, Futures Commission Merchants and banks)**

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

1. 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.
2. 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.
3. 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 a 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.
4. The undersigned agrees that it is granting to the Corporation all liens, rights, and remedies set forth in the By-Laws and the Rules from time to time.
5. 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.
6. 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.
7. 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 a 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 definitively cease to act for the undersigned.
8. 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 this 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 in the Clearing Member Application is true, accurate and complete.
9. The undersigned will make such payments to, or in respect of, the Clearing Fund, which may also be referred to as the General Clearing Fund, as may be required from time to time.
10. 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.
11. The undersigned represents and warrants to the Corporation that it will clear only those kinds and types of transactions for which the applicant has applied and has 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 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.~~

- ~~12. 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, the 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.~~
- ~~13. The undersigned acknowledges that it must satisfy all the qualifications set forth in OCC Rule 201, 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.~~
- ~~14. 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, to the extent not preempted by federal law, 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.~~
- ~~15. 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.~~
- ~~16. 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.~~
- ~~17. 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.~~

Exhibit 5f



### **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.~~

Exhibit 5g

**All Account Types**

**THE OPTIONS CLEARING CORPORATION  
AUTHORIZATION TO DRAFT  
CLEARING MEMBER ACCOUNTS**

\_\_\_\_\_  
Clearing Member Name

The undersigned (hereinafter referred to as "Clearing Member") hereby confirms and acknowledges to \_\_\_\_\_ (the "Bank") and The Options Clearing Corporation (the "Clearing Corporation") that:

1. ~~The Clearing Corporation is hereby fully authorized and empowered to issue instructions and draw drafts and orders of any type whatsoever upon the Bank payable out of any funds at any time standing to the credit of Clearing Member in Clearing Member's account number \_\_\_\_\_ with the Bank or otherwise available to Clearing Member from the Bank.~~

2. ~~With respect to any "Customer Segregated Funds Account" of Clearing Member, the Clearing Corporation is hereby empowered and authorized to issue instructions and draw drafts and orders on Customer Segregated Funds Account number(s) \_\_\_\_\_ only to satisfy obligations in or arising from Clearing Member's segregated futures account(s) at the Clearing Corporation. In addition to the authorizations in Section 3 of this agreement, the Bank is authorized, in the case of instructions, drafts and orders on the Customer Segregated Funds Account(s), to satisfy obligations of Clearing Member in or arising from Clearing Member's segregated futures account(s) at the Clearing Corporation.~~

3. ~~The Bank is authorized (a) to conclusively presume that all instructions, drafts and orders presented by the Clearing Corporation are authentic, genuine, properly authorized, in accordance with the rules of the Clearing Corporation and applicable law, and (b) to pay or certify all such instructions, drafts and orders drawn to the order of the Clearing Corporation without further inquiry or regard to the purpose or use of such instructions, drafts and orders or the proceeds thereof and without further inquiry or regard to the authority of the person or persons issuing such instructions or drawing such drafts or orders on behalf of the Clearing Corporation. Any such certifications shall have the same force and effect as though such instructions or drafts were those of Clearing Member.~~

4. ~~Clearing Member further acknowledges if any account or accounts of Clearing Member with the Bank is or are overdrawn as a result of the instructions and drafts referred to in this Authorization, Clearing Member shall be liable to the Bank for payment of the amounts so overdrawn, together with any applicable interest thereon.~~

5. ~~This Authorization shall continue in force until express written notice of its rescission or modification shall have been received by the Clearing Corporation and the~~

*Confidential*  
*The Options Clearing Corporation*

Last Revised: June 2014

~~Bank at least five business days before the effective date of such rescission or modification unless the parties agree that such effective date should be sooner. However, if the authority contained herein should be revoked or terminated by operation of law without such notice, Clearing Member agrees for the purpose of inducing the Clearing Corporation and the Bank to act hereunder, that Clearing Member shall indemnify and hold harmless the Bank and the Clearing Corporation against losses, claims, damages, liabilities and expenses, including without limitation, legal fees, suffered or incurred by either of them in so acting after such revocation or termination without notice and a reasonable opportunity to act thereon.~~

~~6. This Authorization shall replace all prior similar authorizations.~~

~~7. Clearing Member represents to the Clearing Corporation and the Bank that (a) it has all requisite power and authority to execute and deliver this Authorization, (b) this Authorization constitutes a legal, valid and binding obligation of Clearing Member and is enforceable against it, and (c) the individual signing this Authorization on Clearing Member's behalf has been duly authorized to execute and deliver the Authorization to the Bank and the Clearing Corporation.~~

**CLEARING MEMBER**

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

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

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

Signature: \_\_\_\_\_

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

**RECEIVED AND ACKNOWLEDGED BY:**

**{FULL NAME OF BANK}**

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

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

Signature: \_\_\_\_\_

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

**THE OPTIONS CLEARING CORPORATION**

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

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

Signature: \_\_\_\_\_

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



I do further certify that each of the employees and agents of the Firm named below is authorized as a "designated representative" to act on behalf of the Firm to give such instructions and take such actions as such employee or agent may from time to time deem necessary or appropriate in connection with routine operational matters, including, but not limited to: OCC's Clearing System instructions, OCC's Clearing System security updates, and Sub Account changes.

**Designated Representatives**

**Name**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

The Options Clearing Corporation is hereby authorized to rely upon this certificate until the same shall either (i) be revoked in writing or superseded by a like certificate of a later date or (ii) is amended by the Firm submitting the Supplemental Clearing member Authorized Signatory Form to The Options Clearing Corporation.

**In Witness Whereof**, I have executed this certificate as of the date shown below.

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

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

Signature: \_\_\_\_\_

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



**Supplemental Clearing Member  
Authorized Signatory and Designated Representative Form**

This Supplemental Clearing Member Authorized Signatory Form (this "Supplement") amends the list of authorized signatories and/or designated representatives set forth in the Clearing Member Authorized Signatory Certificate executed on \_\_\_\_\_, 20\_\_ (the "Certificate") by \_\_\_\_\_, a \_\_\_\_\_ (corporation/partnership/limited liability company) organized and existing under the laws of the State of \_\_\_\_\_ (or Country of \_\_\_\_\_) (the "Firm"). This Supplement is effective as of \_\_\_\_\_, 20\_\_ and is otherwise subject to all the terms and conditions set forth in the Certificate. Capitalized terms used but not defined herein have the same meanings set forth in the Certificate.

I, \_\_\_\_\_, being a \_\_\_\_\_ (officer more senior than a Vice President, such as First or Executive Vice President or the equivalent) of the Firm, do hereby certify that each of the persons named below shall be added or removed, as indicated below, to the relevant list set forth in the Certificate. I do further certify that the signature opposite each Authorized Signatory name listed below is the true and genuine signature of each person named.

**Authorized Signatories**

<b>Name</b>	<b>Signature</b>	<b>Action</b>
_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove

**Designated Representatives**

<b>Name</b>	<b>Action</b>
_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove

The Options Clearing Corporation is hereby authorized to rely upon this Supplemental Clearing Member Authorized Signatory Form, which amends the previously submitted Clearing Member Authorized Signatory Certificate.

**In Witness Whereof**, I have executed this certificate as of the date shown below.

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

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

Last Revised: March 26, 2025

Signature: \_\_\_\_\_

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

**Supplemental Clearing Member  
Designated Representative Form**

This Supplemental Clearing Member Authorized Signatory Form (this "Supplement") amends the list of designated representatives set forth in the Clearing Member Authorized Signatory Certificate executed on \_\_\_\_\_, 20\_\_ (the "Certificate") by \_\_\_\_\_ (corporation/partnership/limited liability company) organized and existing under the laws of the State of \_\_\_\_\_ (or Country of \_\_\_\_\_) (the "Firm"). This Supplement is effective as of \_\_\_\_\_, 20\_\_ and is otherwise subject to all the terms and conditions set forth in the Certificate. Capitalized terms used but not defined herein have the same meanings set forth in the Certificate.

I, \_\_\_\_\_, being a \_\_\_\_\_ (Authorized Signatory) of the Firm, do hereby certify that each of the persons named below shall be added or removed, as indicated below, to the relevant list set forth in the Certificate.

**Designated Representatives**

<b>Name</b>	<b>Action</b>
_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove

The Options Clearing Corporation is hereby authorized to rely upon this Supplemental Clearing Member Designated Representative Form, which amends the previously submitted Clearing Member Authorized Signatory Certificate.

**In Witness Whereof**, I have executed this certificate as of the date shown below.

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

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

Signature: \_\_\_\_\_

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

Exhibit 5i

**On-Line Submission Authorization**

*ENCORE Authorization — CMO Users*

Clearing Member Organization \_\_\_\_\_

The users that are designated on this form should be granted access to the ENCORE Authorization — CMO Request On-Line form. This access will allow users to request new ENCORE access for individuals at their firm. In addition, they can also request modifications or deletions of existing users.

Responsibility of maintaining and accurate and updated list of authorized users lies with the CMO.

Please list the individuals that are entitled to have access to submit ENCORE security requests for CMO users.

<b>User's First &amp; Last Name</b>	<b>Username</b>	<b>Email Address</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In the event a user needs to be added or removed, a new form should be submitted to OCC Member Services immediately.

Authorized Signature: \_\_\_\_\_

Signed by (print): \_\_\_\_\_

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

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

**On-Line Form Authorization**

*Bulk Transfer Alert & Account Transfer Requests*

Clearing Member Organization \_\_\_\_\_

The users that are designated on this form should be granted access to the Bulk Transfer Alert Request and Account Transfer Request On-Line forms. The Bulk Transfer Alert Request serves as a notification to OCC of a bulk transfer that will be submitted via the inbound FIXML process from an OCC member. The Account Transfer Request allows users to enter account (bulk) transfer information to move positions from one account type or CMO to another.

Responsibility of maintaining an accurate and updated list of authorized users lies with the CMO.

Please list the individuals that are entitled to have access to submit Bulk Transfer Alert Requests and Account Transfer Requests.

<b>User's First &amp; Last Name</b>	<b>Username</b>	<b>Email Address</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

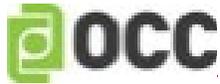
In the event a user needs to be added or removed, a new form should be submitted to OCC's Member Services immediately.

Authorized Signature: \_\_\_\_\_

Signed by (print): \_\_\_\_\_

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

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



**Security Agreement  
(for Non-U.S. Clearing Members)**

This agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is

made between \_\_\_\_\_ ("Member") and The Options Clearing Corporation, a Delaware corporation (the "Corporation").

In consideration of the admission or continuation of Member as a non U.S. Clearing Member of the Corporation and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Member agrees with the Corporation as follows:

1. ~~**Liens and Security Interests.** Member hereby agrees that the Corporation shall have, and hereby grants to the Corporation, all liens, security interests, rights and remedies provided for in the By-laws and Rules of the Corporation, as the same may be amended from time to time without further action of the Member. All assets pledged to the Corporation for whatever purpose shall be free of any lien or other encumbrance senior to that of the Corporation. Without limiting the generality of the foregoing:~~
  - a. ~~*Firm Lien Account.* On behalf of itself and of each other non-customer on whose behalf positions may be maintained in Member's firm lien account with the Corporation, Member agrees that the Corporation shall have a lien on and a security interest in all long positions and all other securities, margin and other funds from time to time carried in such account, as security for all of the obligations of Member to the Corporation.~~
  - b. ~~*Firm Non Lien Account.* On behalf of itself and of each other non-customer on whose behalf positions may be maintained in Member's firm non-lien account with the Corporation, Member agrees that the Corporation shall have a lien on and a security interest in all unsegregated long positions and all other securities, margin and other funds from time to time carried in such account, as security for all of the obligations of Member to the Corporation other than obligations to the Corporation in Member's firm lien account.~~
  - c. ~~*Customers' Account.* On behalf of itself and of each customer on whose behalf positions may be maintained in Member's customers' account with the Corporation, Member agrees that the Corporation shall have a lien on and a security interest in all unsegregated long positions and all other securities, margin and other funds from time to time carried in such account, as security for the obligations of Member to the Corporation in respect of all exchange transactions effected through such account, short positions maintained in such account and exercise notices assigned to such account.~~
  - d. ~~*Market Makers' Accounts.* On behalf of itself and of each customer or non-customer on whose behalf positions may be maintained in any separate or combined Market Maker's account, Member agrees that the Corporation shall have the liens, security interests, rights and remedies provided in the agreement governing such account among the Corporation, Member and the party or parties for whom such account is maintained, including any associated Market Makers.~~
  - d. ~~*Other Accounts.* On behalf of itself and of each customer or non-customer on whose behalf positions may be maintained in any other account permitted under OCC's By-Laws and Rules, Member agrees that the Corporation shall have the liens, security interests, rights and remedies provided in By-Laws and Rules governing such account, as such By-Laws and Rules may be amended from time to time.~~
2. ~~**Power and Authority; No Violations.** Member hereby represents and warrants to the Corporation that Member will at all times while a Clearing Member of the Corporation have full legal power and authority to agree to the liens, security interests, rights and remedies provided for herein and in the By-laws and Rules of the Corporation, and that such liens, security interests, rights and remedies will not violate any law, regulation of governmental authority or agreement binding upon Member.~~
3. ~~**Further Assurances.** Member hereby agrees to execute and deliver to the Corporation such financing statements and other documents as the Corporation may from time to time request for the purpose of~~

~~confirming or perfecting the liens and security interests provided for herein and in the By laws and Rules of the Corporation, as the same may be amended from time to time.~~

4. ~~**Definitions.** The terms "long position," "unsegregated long position" and all other terms used in this agreement that are defined in the By laws and Rules of the Corporation shall have, for the purposes of this agreement, the respective meanings ascribed to them in said By laws and Rules.~~
5. ~~**Choice of Law.** 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 either case without regard to conflicts of law principals, in connection with this agreement. The undersigned irrevocably waives any objection to the laying of venue of any proceedings brought in any such court 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.~~
6. ~~**Representations.** Member and OCC each 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 such party enforceable against it, and (iii) the individual signing this agreement on its behalf has been duly authorized to execute and deliver this agreement. Member acknowledges that Member has read this agreement and that Member understands it and agrees to be bound by it.~~

~~**In Witness Whereof,** the undersigned, by their duly authorized representatives, have executed this agreement as of the date first set forth above.~~

\_\_\_\_\_  
 \_\_\_\_\_  
 Clearing Member Name

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

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

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

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

**The Options Clearing Corporation**

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

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

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

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

Last Revised: June 2014



**AGREEMENT FOR OCC SERVICES**

~~THIS AGREEMENT FOR OCC SERVICES (this "Agreement") dated \_\_\_\_\_, 20\_\_\_\_, by and between THE OPTIONS CLEARING CORPORATION ("OCC"), and \_\_\_\_\_ ("Clearing Member").~~

~~WHEREAS, OCC desires to provide certain services to its Clearing Member with respect to its Clearing Member's clearing activity with OCC; and,~~

~~WHEREAS, Clearing Member desires to receive those services from OCC, in addition to those normally provided by OCC under its By-Laws and Rules;~~

~~NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree that the following terms and conditions will apply to any Clearing Member request(s) for services accepted by OCC under this Agreement:~~

~~1. Clearing Member shall select a desired service to be provided by OCC ("Services") by checking a box below for each Service desired. By checking one or more of the boxes below, Clearing Member hereby agrees to be bound by the supplement(s) to this Agreement for the selected Service attached hereto as Appendices 1—4 (each, a "Supplement") as a condition of receiving the selected Service. Upon OCC's acceptance of the Supplement(s), OCC shall provide to Clearing Member the selected Service or Services. The Supplement for each Service selected by Clearing Member shall be deemed to be a part of this Agreement. Each selection made pursuant to this section may be amended by submitting the Notice / Amendment of Selection of Services attached hereto as Appendix 5. The terms and conditions of any Supplement may be amended from time to time by OCC upon sixty (60) days prior notice to Clearing Member via email or posting to OCC's website together with prior notice to Clearing Member.~~

- ~~Ancillary Services~~
- ~~Communication Options~~
- ~~Data Distribution Service~~
- ~~Theoretical Profit and Loss Values~~

~~2. Clearing Member agrees to pay OCC, for performing those Services specified in each Supplement, the charges set forth in OCC's Schedule of Fees in effect as of the date of selection of each Service, as published at OCC's website via this link. Such charges may be revised from time to time by OCC upon sixty (60) days prior notice to Clearing Member via email or posting to OCC's website together with prior notice to Clearing Member. Clearing Member hereby authorizes OCC to withdraw funds from its Clearing Member bank account set forth in the document entitled Authorization to Draft Clearing Member Accounts in payment of all charges associated with this Agreement.~~

~~3. Term and Termination~~

~~3.1 This Agreement shall commence on the date hereof and shall remain in full force and effect until terminated by either party (a) upon seven (7) business days prior written notice to the other party, unless both parties agree upon an earlier termination date, or (b) upon breach by the other party of this Agreement; provided, however, that OCC may terminate this Agreement and each Supplement immediately, with or without notice, in the event that Clearing Member: (i) withdraws or is suspended from clearing membership; (ii) becomes insolvent; (iii) makes an assignment for the benefit of creditors; (iv) files a voluntary bankruptcy petition; (v) acquiesces to any involuntary bankruptcy petition; or (vi) is adjudicated bankrupt.~~

~~3.2 Each Supplement shall commence on either (i) the date this Agreement is executed, if such Supplement is selected in Section 1 above or (ii) upon the date set forth in the Notice / Amendment of Selection of Services attached hereto as Appendix 4. Each Supplement shall continue in full force and effect until terminated (a) by either party upon seven (7) days' prior written notice to the other party, unless both parties agree upon an earlier termination date, (b) by either party upon breach by the other party of the Supplement, (c) immediately if OCC determines to cease making the relevant Service available, or (d) immediately upon termination of this Agreement pursuant to Section 3.1.~~

~~3.3 A breach by Clearing Member of this Agreement or any Supplement may subject Clearing Member to disciplinary action pursuant to OCC's By Laws and Rules.~~

~~4. Electronic Access~~

~~4.1 Scope of Electronic Access. The electronic access to OCC information and data systems that OCC will provide pursuant to this Agreement will consist of access capabilities via (i) the internet as OCC may make available from time to time ("Internet Access"), (ii) for Clearing Members that have selected the Supplement—Communication Options, through a leased line (a "Leased Line") ("Leased Line Access"), and/or (iii) any other method for electronic data entry and retrieval that OCC may make available to Clearing Members (together with Internet Access and Leased Line Access, "Electronic Access"). OCC reserves the right to make additional OCC information and data systems available through Electronic Access, to terminate Electronic Access to particular OCC information and data systems, and to modify the scope and specifications of Electronic Access to OCC information and data systems, all from time to time and in its discretion.~~

~~4.2 Internet Access~~

~~4.2.1 Backup Communication Channel. At all times during the term of this Agreement, Clearing Member shall maintain a secure back up to Internet Access (the "Back Up Communication Channel") in accordance with OCC's Policy Statement filed pursuant to its Rules, which may be amended from time to time.~~

~~4.2.2 Monitoring. OCC may, but shall not be obligated to, review or monitor Clearing Member's use of Internet Access to evaluate the quality of service received by Clearing Member, Clearing Member's compliance with this Agreement, the security of the Internet Access and OCC's information and data systems, and for other reasons. Clearing Member agrees that OCC's reasonable monitoring activities will not entitle it to any cause of action or other right with respect to the manner in which OCC performs such activities.~~

~~4.3 Right to Use Electronic Access. The right to use Electronic Access granted to Clearing Member hereunder is limited to Clearing Member and those of its employees and agents that it authorizes to use such access ("Authorized Individuals"). Clearing Member may not sub lease, sub license, sell, transfer or assign its right to use Electronic Access in any manner.~~

~~4.4 Use of Electronic Access. The use of Electronic Access is subject to the following requirements:~~

~~4.4.1 Clearing Member shall not use the Electronic Access for any purpose other than to obtain information from OCC information and data systems and provide information to OCC information and data systems except with OCC's express written approval.~~

~~4.4.2 Without limiting the generality of Section 4.4.1, Clearing Member shall not use the Electronic Access for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.~~

~~4.4.3 Without limiting the generality of Section 4.4.1, Clearing Member shall not use the Electronic Access to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right or right of publicity and privacy without first obtaining the permission of the owner of such rights.~~

~~4.4.4 Clearing Member shall not use the Electronic Access to upload, post, e-mail or otherwise transmit any advertising or promotional materials, including without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorized communication. In addition, Clearing Member shall not use the Electronic Access to upload, post, email or otherwise transmit any material that contains viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or other computer programming routines, files or programs that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, or otherwise interfere with the functionality of any computer software or hardware or telecommunications equipment.~~

- 4.5 ~~Access, Registration, Authorization and Security.~~ From time to time, OCC may issue user identification numbers, passwords and other security features (collectively “Security Features”) to Clearing Member and its Authorized Individuals to enable the use of Electronic Access. To obtain the Security Features, Clearing Member or an Authorized Individual will be required to engage in a registration process during which Clearing Member or the Authorized Individual is asked to provide certain identifying information. Clearing Member agrees to provide true, accurate, current and complete information, and not to impersonate any person or entity, misrepresent any affiliation with another person or entity, use false headers or otherwise conceal its identity from OCC for any purpose. Clearing Member agrees to take all reasonable steps to cause each of its Authorized Individuals to provide true, accurate, current and complete information, and to prevent each of its Authorized Individuals from impersonating any person or entity, misrepresenting any affiliation with another person or entity, using false headers or otherwise concealing his or her identity from OCC for any purpose. OCC agrees to treat any information provided in the registration process in accordance with the terms stated in the registration process and in OCC’s Privacy Policy as may be amended from time to time in OCC’s sole discretion.
- 4.5.1 ~~Clearing Member shall take all reasonable precautions to protect the security and integrity of the Security Features and to prevent their unauthorized use. Clearing Member shall have full responsibility for the use and protection of the Security Features, and for any transaction occurring or information accessed through the use of the Security Features, and OCC shall deem any action taken using the Security Features issued to Clearing Member or any of its Authorized Individuals to be the action of Clearing Member. Clearing Member shall immediately notify OCC if: (1) it becomes aware of any unauthorized use of any of such Security Features; (2) it believes the confidentiality of any of such Security Features has been compromised in any way; or (3) an Authorized Individual to whom the Security Features have been issued becomes separated from employment or transferred such that the individual is no longer authorized. OCC reserves the right to suspend any of the Security Features without prior notice in the event it reasonably suspects or becomes aware of any unauthorized use of the Security Features. OCC agrees that it will provide notice to Clearing Member of any such suspension as soon as is reasonably practicable under the circumstances.~~
- 4.5.2 ~~Clearing Member is responsible for providing and maintaining its own communications equipment and services, including, but not limited to, appropriate network and information security measures, computers (including laptops and tablets), telephones or any other device used for Electronic Access. The use, storage, and security of any information, including, without limitation, the Security Features, on Clearing Member equipment, or that of its Authorized Individuals, is Clearing Member’s sole responsibility.~~
- 4.5.3 ~~OCC may require Clearing Member to designate and approve one or more individual(s) (“Account Coordinator(s)”) to manage individual access rights for its Authorized Individuals. In such event, Account Coordinators shall manage such access rights in accordance with policies and procedures made available from OCC, as amended from time to time, and upon OCC’s request, Clearing Member shall execute an On-Line Submission Authorization Form provided by OCC.~~

## 5. ~~Disclaimer of Warranties~~

~~OCC DISCLAIMS ALL WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY SUPPLEMENT, AND SERVICES PROVIDED HEREUNDER. OCC DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS OR WARRANTIES OR ASSUME ANY LIABILITY REGARDING THE USE OR THE RESULTS OF THE USE OF ANY SERVICES, INCLUDING WITHOUT LIMITATION (i) THE USE OR THE RESULTS OF THE USE OF ELECTRONIC ACCESS; (ii) ANY DELAY OR LOSS OF USE OF THE ELECTRONIC ACCESS; OR (iii) EFFECTS ON OR DAMAGE TO SOFTWARE OR HARDWARE IN CONNECTION WITH ANY USE OF ELECTRONIC ACCESS.~~

~~REASONABLE MEASURES ARE TAKEN BY OCC TO ENSURE THE ACCURACY OF THE INFORMATION IT DISTRIBUTES IN PROVIDING THE SERVICES. THIS INFORMATION IS PRODUCED FROM DATA RECEIVED FROM A NUMBER OF DIFFERENT SOURCES, WHICH ARE BELIEVED TO BE RELIABLE.~~

~~HOWEVER, DUE TO THE NUMBER OF SOURCES FOR SUCH DATA, THE POSSIBILITY OF HUMAN ERROR, AND THE RISKS INHERENT IN ELECTRONIC DISTRIBUTION, THERE MAY BE OMISSIONS OR INACCURACIES IN SUCH INFORMATION AND DELAYS OR INTERRUPTIONS IN PROVIDING IT. ACCORDINGLY, OCC DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION DISTRIBUTED IN PROVIDING THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.~~

6. Limitation of Liability.

~~OCC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBSIDIARIES SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED RELATED IN ANY WAY TO THE USE OF SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OCC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBSIDIARIES SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES CAUSED BY THE NEGLIGENCE, ACTIONS, OR OMISSIONS OF ANY SERVICE PROVIDER PROVIDING SERVICES PURSUANT TO A SUPPLEMENT.~~

~~EXCEPT AS OTHERWISE PROVIDED BY LAW, OCC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBSIDIARIES SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR COMMERCIAL LOSSES, FROM ANY CAUSE WHATSOEVER RELATING TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, UNAUTHORIZED ACCESS, STRIKES, FAILURES OF COMMON CARRIER OR UTILITY SYSTEMS, SEVERE WEATHER, OR OTHER CAUSES COMMONLY KNOWN AS "ACTS OF GOD", IN EACH CASE WHETHER OR NOT OCC HAS RECEIVED NOTICE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSSES.~~

This limitation of liability is in addition to and in no way limits the limitation of liability provided for in Article VI, Section 26 of OCC's By Laws.

7. Indemnification

Clearing Member shall defend, indemnify and hold OCC, its directors, officers, employees, agents and subsidiaries harmless from and against any and all liabilities, claims, losses, damages (consequential or otherwise) and expenses, including attorneys' fees, asserted against OCC by any third party, including but not limited to, any third party service providers, arising directly or indirectly from Clearing Member's use of Services, except to the extent such claims, liabilities or expenses are the result of OCC's gross negligence or willful misconduct.

8. General

8.1 Interpretation. Notwithstanding anything in this Agreement or any Supplement, in the case of any inconsistency between: (i) OCC's Rules and By Laws and this Agreement or any Supplement, OCC's Rules and By Laws shall control; or (ii) any Supplement and this Agreement, this Agreement shall control. Any reference to the "Agreement," the Agreement for OCC Services" or use of the terms "herein" or "hereunder," shall be deemed to be a reference to this Agreement and all Supplements that refer to this Agreement. The term "including" or "include," as used herein or in any Supplement, shall mean "including, but not limited to." The section headings used herein are intended for reference purposes only and shall not affect the interpretation or construction of any provision of this Agreement.

8.2 Severability. If any portion of this Agreement or any Supplement is held invalid, illegal or unenforceable, the parties agree that such invalidity, illegality or unenforceability shall not affect the remaining portions of this Agreement or any Supplement, and the parties further agree to substitute for the invalid, illegal or unenforceable provision, a valid, legal and enforceable provision that most closely approximates the economic effect and intent of the invalid, illegal or unenforceable provision.

- 8.3 ~~Waiver.~~ Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of default shall not operate as a waiver of any other default, a waiver of the provision itself, or of the same type of default on a future occasion.
- 8.4 ~~Survival.~~ The provisions of Sections 5, 6, 7 and 8 shall survive any expiration or termination of this Agreement.
- 8.5 ~~Governing Law; Jurisdiction.~~ This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to principles of conflicts of law. Any dispute in connection with this Agreement shall be adjudicated in the appropriate courts located in Chicago, Illinois or, in the sole discretion of OCC, New York, New York, and Clearing Member hereby consents to the exclusive jurisdiction of such courts. Clearing Member 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.
- 8.6 ~~Amendment.~~ This Agreement may be amended or modified only by mutual agreement of the parties, expressed in writing. Notwithstanding the previous sentence, Clearing Member acknowledges that OCC may unilaterally modify: (i) the terms of any Supplement in accordance with the provisions of Section 1; and (ii) the fee schedule in accordance with the provisions of Section 2.
- 8.7 ~~Force Majeure.~~ Notwithstanding any other provisions of this Agreement, neither party shall be liable for any failure to perform or delay in performing its obligations hereunder if such failure or delay is caused by fire, strike, power failure, civil commotion, war, terrorist acts, acts of nature, equipment or system failure, transmission delays or any other condition or event beyond the reasonable control of the party whose performance is prevented or delayed. Each party agrees to notify the other promptly upon learning that any such condition or event has occurred and each party shall cooperate with the other in taking reasonable steps to mitigate the effects of any inability to perform or any delay in performing.
- 8.8 ~~Notices.~~ All notices required hereunder shall be effective if given by registered mail, return receipt requested and delivered to the parties at the addresses indicated below; provided that notice of any changes to OCC's Schedule of Fees shall be provided Clearing Member via email or posting to OCC's website together with prior notice to Clearing Member and shall be effective upon transmission of such email or posting to OCC's website, as applicable.

If to OCC to:

If to Clearing Member to:

Member Services

\_\_\_\_\_

The Options Clearing Corporation

\_\_\_\_\_

125 S Franklin St, Suite 1200

\_\_\_\_\_

Chicago, Illinois 60606

\_\_\_\_\_

Email: memberservices@theoce.com

\_\_\_\_\_

or to such other persons or address as one party may hereafter designate to the other in writing.

- 8.9 ~~Assignment.~~ This Agreement may not be assigned, in whole or in part, by Clearing Member without the prior written consent of OCC.
- 8.10 ~~Authority.~~ Clearing Member and OCC each represent that: (i) it has all requisite power and authority to execute and deliver this Agreement and any Supplement; (ii) this Agreement and any Supplement constitutes a legal, valid and binding obligation of such party enforceable against it, and (iii) the individual signing this Agreement on its behalf has been duly authorized to execute and deliver this Agreement and, if applicable, any Supplement. Clearing Member acknowledges that Clearing Member has read this Agreement and any Supplement and that Clearing Member understands them and agrees to be bound by them.

~~IN WITNESS WHEREOF, the parties have executed this Agreement on the first day above written.~~

~~THE OPTIONS CLEARING CORPORATION~~

\_\_\_\_\_  
\_\_\_\_\_  
(Clearing

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

Member) By: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

~~Last Revised: March 26, 2025~~

SUPPLEMENT — ANCILLARY SERVICES

Clearing Member Name

This Supplement — Ancillary Services (this “Supplement”) supplements the terms of the Agreement for OCC Services between Clearing Member and OCC (the “Agreement”) and forms an integral part of the Agreement. This Supplement is effective in accordance with Section 3.2 of the Agreement. Capitalized terms used but not defined herein have the same meanings set forth in the Agreement.

In addition to clearing fees, Clearing Members are required to pay ancillary service charges based on a minimum Tier of Service, as such charges are set forth in OCC’s Schedule of Fees. Each Clearing Member must determine which Services it would like to receive from OCC as described below. The Clearing Member is required to check the box next to the appropriate level of Tier Service it desires as part of its membership. If Clearing Member has any questions, please contact your OCC Clearing Member Representative or the Member Services help desk at 800-621-6072.

TIER I

- OCC’s Clearing System Access
- MyOCC Access
- Data Service — proprietary position and trade data
- Report Bundle
- Series File
- Open Interest File
- Prices File
- Stock Loan File
- Theoretical Profit and Loss Values
- Leased line charges are additional

TIER III

- OCC’s Clearing System Access
- MyOCC Access
- Leased line charges are additional

TIER II

- MyOCC Access
- Data Service — proprietary position and trade data
- Report Bundle
- Leased line charges are additional

TIER IV (Stock Loan Only)

- OCC’s Clearing System Access
- MyOCC Access
- Leased line charges are additional
- Stock Loan File
- Data Service — proprietary position and trade data
- Report Bundle

Last Revised: March 26, 2025

SUPPLEMENT — COMMUNICATION OPTIONS

\_\_\_\_\_  
Clearing Member Name

This Supplement — Communication Options (this “Supplement”) supplements the terms of the Agreement for OCC Services between Clearing Member and OCC (the “Agreement”) and forms an integral part of the Agreement. This Supplement is effective in accordance with Section 3.2 of the Agreement. Capitalized terms used but not defined herein have the same meanings set forth in the Agreement.

By selecting this Supplement, the Clearing Member accepts responsibility for physical installation and security of any associated hardware, power, cabinets or installation racks, data line circuits and circuit extensions including any third party contractors or services to perform such installation. Additionally, the Clearing Member shall assume all responsibility to retain any third parties necessary to perform the installation in the event that it does not have the appropriate staffing and assumes all liabilities of such physical installation. OCC will support remote installation and provide technical support.

Below are the point to point secure leased line options that are currently supported by The Options Clearing Corporation. Clearing Members who wish to have a secure point to point connection to OCC for the purposes of accessing specific applications and sending and receiving machine readable files are required to order a Leased Line.

Please indicate the number of lines next to the leased line option you desire and an OCC Clearing Member Representative will contact you regarding ordering and installation procedures.

	Line Destination	Quantity
<input type="checkbox"/>	<u>Midwest/Cross Connect</u>	
<input type="checkbox"/>	<u>East Connect</u>	
<input type="checkbox"/>	<u>West Connect</u>	

—\*See Schedule of Fees for monthly leased line/cross connect charges

Last Revised: March 26, 2025

**SUPPLEMENT—DATA DISTRIBUTION SERVICE**

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**Clearing Member Name**

This Supplement—Data Distribution Service (this “Supplement”) supplements the terms of the Agreement for OCC Services between Clearing Member and OCC (the “Agreement”) and forms an integral part of the Agreement. This Supplement is effective in accordance with Section 3.2 of the Agreement. Capitalized terms used but not defined herein have the same meanings set forth in the Agreement.

OCC and Clearing Member hereby agree that OCC will make the following data distribution service (a “Service” under the Agreement) available to Clearing Member, subject to the terms of this Supplement and the Agreement.

**1. Data Distribution Service**

OCC’s data distribution service (“DDS”) permits Clearing Member: to select various message types (“message” or “messages”) in order to access or receive data; to select whether access or receipt will be “real time,” in “batches,” or both, all as a part of OCC’s DDS. For convenience, the term “delivery” is hereinafter used to describe the process of either “accessing” or “receiving” messages. An overview of DDS messages and delivery selections is available via this link.

Clearing Member shall contact OCC’s Member Services Department to make its selections in order to receive DDS or to modify previously made selections. OCC reserves the right in its sole discretion to add, delete, or modify messages, applicable delivery methods, and frequency of delivery upon such notice to Clearing Member that OCC deems to be reasonable and practicable under the circumstances, and Clearing Member agrees to reasonably cooperate with OCC with respect to implementing such changes. Modifications made to Clearing Member’s message and delivery selections shall be effective as of the date specified by OCC.

If Clearing Member uses a third party service provider for data processing, then by completing Annex II hereof Clearing Member authorizes and directs OCC to deliver messages to its designated third party service provider as identified on Annex II hereof, subject to the terms and conditions of this Supplement.

Subject to OCC’s By-Laws and Rules, Clearing Member may instruct OCC to terminate the delivery of messages on its behalf to its designated third party service provider at any time and, as applicable, authorize and direct OCC to deliver messages to another third party service provider by providing OCC with a new Annex II, which shall be effective as of the date specified by OCC. If Clearing Member will be performing its own data processing, then Clearing Member shall inform OCC’s Member Service Department in advance thereof, and reasonably cooperate with OCC with respect to coordinating the delivery of messages.

**2. Certain Representations, Acknowledgments, and Agreements**

2.1 Clearing Member represents that it also has completed the Supplement—Ancillary Services. Nothing herein affects Clearing Member’s obligation to pay fees for such Ancillary Service Tier as specified in OCC’s Schedule of Fees.

2.2 Clearing Member acknowledges and agrees that each method for delivering messages as a part of DDS is a secure and commercially reasonable means for delivering such messages. Clearing Member (and, if applicable, third party service provider) is responsible for providing and maintaining its own computer and communications equipment and services needed to use DDS unless OCC has agreed to provide and maintain such equipment and/or services pursuant to another Supplement to the Agreement for OCC Services.

2.3 If Clearing Member selects delivery of messages on a “batch basis,” Clearing Member acknowledges and agrees that such messages are final when delivered on each day that OCC effects message delivery as a part of OCC’s DDS.

~~Even if Clearing Member selects delivery of messages on a real time basis, OCC may elect to deliver messages to Clearing Member on a batch basis in the event: (a) OCC experiences problems with communication channels, computer equipment, or applications; (b) OCC experiences problems that affect DDS; or (c) under such other circumstances as OCC deems appropriate. OCC will endeavor to notify Clearing Member about the change in delivery methods as reasonably practicable under the circumstances, and will reinstitute real time delivery when OCC deems it appropriate to do so.~~

- 2.4 ~~If Clearing Member has elected delivery of messages identified as “non proprietary” in the overview of DDS messages and delivery selections entitled OCC’s Clearing System DDS Guide — Developer Reference Non Proprietary Transmissions, Clearing Member shall be permitted to redeliver or redistribute the data provided by such messages to customers currently maintaining an account with Clearing Member. Clearing Member acknowledges and agrees that it shall not (nor will it permit, to the extent within its control, its third party service provider, if applicable, to) redeliver or redistribute such messages (in whole or in part) to any other third party except: regulatory or examining authorities having jurisdiction over Clearing Member; auditors of Clearing Member; or pursuant to operation of law, including in response to any subpoena issued to Clearing Member.~~
- 2.5 ~~In the event that Clearing Member, or third party service provider determines there is a bona fide error or omission in the messages, Clearing Member shall notify OCC and shall cause the bona fide error or omission to be corrected.~~

### ~~3. Supplemental Disclaimer of Warranties~~

~~Without limiting the provisions of Sections 5 and 6 of the Agreement, OCC makes the additional disclaimer below:~~

~~**OCC DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS OR WARRANTIES, AND DOES NOT ASSUME ANY LIABILITY, REGARDING (I) OMISSIONS OR INACCURACIES IN THE MESSAGES TRANSMITTED HEREUNDER, OR (II) DELAYS OR INTERRUPTIONS IN PROVIDING SUCH MESSAGES. ALL MESSAGES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.**~~

~~The provisions of this Section 3 shall survive any expiration or termination of this Supplement.~~

Last Revised: March 26, 2025

ANNEX H

\_\_\_\_\_ hereby notifies OCC that the following is its designated third party recipient:

Third Party recipient Name: \_\_\_\_\_

Third Party recipient Address: \_\_\_\_\_

Contact Person(s): \_\_\_\_\_

(Please include name, telephone and e-mail address)

**Third Party Recipient Acknowledgement and Agreement**

The undersigned acknowledges and agrees that it is the designated third party recipient in respect of the Clearing Member named above, it will accept delivery of messages by OCC in accordance with the selections made by such Clearing Member, and OCC's delivery of such messages is subject to the terms of the Supplement between OCC and the Clearing Member. In addition, the undersigned acknowledges and agrees that it will not redeliver or redistribute messages identified as "non proprietary" in the overview of DDS messages and delivery selections entitled OCC's Clearing System DDS Guide—Developer Reference Non-Proprietary Transmissions (if such messages have been selected by such Clearing Member) to any third party except as specified in the Supplement between OCC and the Clearing Member.

Third Party Recipient Name: \_\_\_\_\_

Authorized Signer: \_\_\_\_\_

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

Last Revised: March 26, 2025

**SUPPLEMENT—THEORETICAL PROFIT AND LOSS VALUES**

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Clearing Member Name

This Supplement—Theoretical Profit and Loss Values (this “Supplement”) supplements the terms of the Agreement for OCC Services between Clearing Member and OCC (the “Agreement”) and forms an integral part of the Agreement. This Supplement is effective in accordance with Section 3.2 of the Agreement. Capitalized terms used but not defined herein have the same meanings set forth in the Agreement.

OCC and Clearing Member hereby agree that OCC will make the following Theoretical Profit and Loss Values service (a “Service” under the Agreement) available to Clearing Member, subject to the terms of this Supplement and the Agreement.

**1. Theoretical Profit and Loss Values**

OCC makes certain data consisting of theoretical profit and loss values for exchange traded securities, options, futures and futures options and certain over the counter options (collectively, the “Data”) available in a format designed for use in calculating: (1) risk based haircuts for purposes of determining the net capital requirements of broker dealers which are registered with the SEC; and (2) portfolio based margin requirements in respect of applicable accounts of eligible customers, all in accordance with applicable rules and regulations. Clearing Member may download the Data using an approved OCC file transfer protocol. OCC reserves the right in its sole discretion to add, delete, or modify the applicable delivery methods upon such notice to Clearing Member that OCC deems to be reasonable and practicable under the circumstances, and Clearing Member agrees to reasonably cooperate with OCC with respect to implementing such changes.

**2. Authorization to Use Data**

OCC hereby authorizes Clearing Member to use the Data for the following purposes:

- (a) to calculate (i) risk based haircuts in respect of its own accounts and the accounts of any other broker dealer (other than any Clearing Member of OCC) carried by Clearing Member whose positions are from time to time taken into account by Clearing Member in determining Clearing Member’s net capital requirement; and (ii) portfolio based margin requirements in respect of applicable accounts of eligible customers of Clearing Member. To the extent that such calculations are made in respect of the accounts of other broker dealers, Clearing Member agrees to identify all such broker dealers to OCC upon request from OCC and in such form as prescribed by OCC.
- (b) to calculate (i) risk based haircuts in respect of the accounts of any other OCC Clearing Member and the accounts of any other broker dealer (other than any Clearing Member of OCC) carried by the Clearing Member whose positions are from time to time taken into account by the Clearing Member in determining the Clearing Member’s net capital requirement; and (ii) portfolio based margin requirements in respect of applicable accounts of eligible customers of the Clearing Member, provided, that the Clearing Member has signed an Acknowledgment, in a form prescribed by OCC, and set forth herein as Exhibit A, acknowledging (1) the terms of this Supplement, (2) that, upon request from OCC, the Clearing Member will identify to OCC all such broker dealers for whose account such calculations are made in such form as prescribed by OCC and, (3) that OCC will charge the Clearing Member directly for use by the Clearing Member (in its relationship to the Clearing Member, the “third party Clearing Member”) of the Data on the Clearing Member’s behalf.
- (c) to calculate (i) risk based haircuts in respect of the accounts of any other broker dealer (each a non Clearing Member of OCC) whose positions are carried by Clearing Member; and (ii) portfolio based margin requirements in respect of applicable accounts of eligible customers of such broker dealers, provided, that the broker dealer has signed an Acknowledgment, in a form prescribed by OCC, acknowledging (1) the terms of this Supplement and (2) that OCC will charge the Clearing Member directly for use of the Data on the broker dealer’s behalf.

~~Clearing Member is not granted any authority to use the Data except as set forth in paragraphs (a), (b) and (c) of this Section without the prior written consent of OCC. Clearing Member may not, without the prior written consent of OCC, assign or transfer its authorization to use the Data or retransmit or make available any of the Data to any third party. Clearing Member agrees that OCC may, during normal business hours and upon reasonable notice, audit Clearing Member's records to verify the use of the Data.~~

### ~~3. Authorization to Use Documentation~~

~~All manuals and related reports ("Documentation") are made available to Clearing Member via OCC's website through this link, and OCC hereby authorizes Clearing Member to use the Documentation to support Clearing Member's use of the Data. Clearing Member acknowledges that the Documentation contains information which is proprietary to OCC. Clearing Member also acknowledges that the Documentation is subject to OCC's copyright and that OCC reserves all rights in the Documentation. Clearing Member acknowledges that this Supplement does not grant it any title or rights of ownership in the Documentation. Any updates to Documentation will be provided to Clearing Member via the website at the address above at the time when OCC makes such updates generally available to other users of the Data, and they will be deemed to be a part of the Documentation for purposes of this Supplement as though such updates were a part thereof on the date of this Supplement.~~

### ~~4. Security Features~~

- ~~(a) From time to time, OCC may issue Security Features to Clearing Member in order to access the Data. Clearing Member agrees not to impersonate any person or entity, misrepresent any affiliation with another person or entity, use false headers or otherwise conceal its identity from OCC for any purpose.~~
- ~~(b) Clearing Member shall take all reasonable precautions to protect the security and integrity of the Security Features and to prevent their unauthorized use. Clearing Member shall have full responsibility for the use and protection of the Security Features, and for any transaction occurring or information accessed through the use of the Security Features, and OCC shall deem any action taken using the Security Features issued to Clearing Member to be the action of the Clearing Member. Clearing Member shall immediately notify OCC in writing if: (i) it becomes aware of any unauthorized use of any of such Security Features; or (ii) it believes the confidentiality of any of such Security Features has been compromised in any way. OCC reserves the right to suspend any Security Features without prior notice in the event it reasonably suspects or becomes aware of any unauthorized use of the Security Features.~~
- ~~(c) Clearing Member understands that certain equipment is necessary for access to the Data and acknowledges that OCC has advised Clearing Member of applicable format and equipment requirements to receive the Data. Clearing Member is responsible for providing and maintaining, at its own expense, its own communications equipment and services, including, but not limited to, appropriate network and information security measures, computers (including laptops), or any other device used to access the Data. The use, storage, and security of any information, including, without limitation, the Security Features, on Clearing Member equipment is Clearing Member's sole responsibility.~~

### ~~5. Confidentiality/Non-Disclosure~~

- ~~(a) Clearing Member agrees that: (i) the Data and Documentation received from OCC under the terms of this Supplement are and shall be treated as the confidential property of OCC; (ii) Clearing Member shall exercise the same degree of care to safeguard the confidentiality of the Data that a reasonably prudent business person would exercise to safeguard its own similar confidential property; and (iii) Clearing Member will take all reasonable steps to ensure that the Data, or any portion thereof, will not be copied, reproduced or disclosed to others in whole or in part without the prior written permission of OCC. Such prohibition shall not apply to disclosures made by Clearing Member to its employees, agents, independent consultants, representatives, regulators or regulatory authorities, provided that such disclosures are necessary to Clearing Member's authorized use of the Data and Documentation, and provided further that Clearing Member shall take all reasonable steps necessary to ensure that the Data are not disclosed by its employees, agents, independent consultants, representatives, regulators or self regulatory authorities in contravention of this Supplement. Clearing Member agrees to advise each of them of the confidential nature of the Data.~~

(b) The prohibitions of paragraph (a) shall not prohibit Clearing Member from furnishing Data or Documentation to any governmental, regulatory or self-regulatory authority having jurisdiction over Clearing Member if such authority shall so request. In the event that Clearing Member is required by subpoena, or any other order of court, law or regulation to furnish copies of Data or Documentation, Clearing Member shall, to the extent permitted by law, provide OCC with prompt notice so that OCC may seek an appropriate protective order and/or waive compliance with this Section 5 with respect to such requirement.

6. Supplemental Disclaimer of Warranties.

Without limiting the provisions of Sections 5 and 6 of the Agreement, OCC makes the additional disclaimer below:

~~THE ENTIRE RISK OF USING THE DATA AND DOCUMENTATION IS WITH THE CLEARING MEMBER. OCC DOES NOT GUARANTEE OR MAKE REPRESENTATIONS OR WARRANTIES, AND DOES NOT ASSUME ANY LIABILITY, REGARDING (I) OMISSIONS OR INACCURACIES IN THE DATA OR DOCUMENTATION; OR (II) DELAYS OR INTERRUPTIONS IN PROVIDING ACCESS TO THE DATA OR DOCUMENTATION. THE DATA AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND.~~

7. Theoretical.

~~Without limiting Section 6 in any respect, Clearing Member acknowledges that the theoretical values comprising the Data may not conform or correlate with actual options prices and that the Data is intended for use in calculating risk-based haircuts and/or portfolio-based margin requirements and is intended to be used only by persons who have a sophisticated understanding of the theoretical valuation of securities and commodity positions.~~

8. Availability of Data.

~~Without limiting Section 6 in any respect and subject to Section 8.7 of the Agreement, OCC agrees to use reasonable efforts, but in no way guarantees, to make daily updates to Data available to Clearing Member by 8:00 P.M., Central Time on days in which the United States securities markets are open for business.~~

9. Survival.

~~The provisions of Sections 5 and 6 survive any expiration or termination of this Supplement.~~

Last Revised: March 26, 2025

EXHIBIT A

ACKNOWLEDGMENT OF CLEARING MEMBER

~~The undersigned Clearing Member of The Options Clearing Corporation (“OCC”) hereby represents and warrants that it has appointed another OCC Clearing Member, \_\_\_\_\_ (“third party Clearing Member”) to receive certain data consisting of theoretical profit and loss values for exchange traded securities, options, futures and futures options and certain over the counter options (collectively, the “Data”) from OCC on its behalf in accordance with the provisions of the Supplement—Theoretical Profit and Loss Values (the “Supplement”), which supplements the terms of the Agreement for OCC Services between the third party Clearing Member and OCC dated \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”). The Supplement authorizes the third party Clearing Member to use the Data for the purposes of calculating: (i) risk based haircuts in respect of the accounts of the Clearing Member and the accounts of any other broker dealer (other than any Clearing Member of OCC) carried by the Clearing Member whose positions are from time to time taken into account by the Clearing Member in determining its net capital requirement; and (ii) portfolio based margin requirements in respect of applicable accounts of eligible customers of the Clearing Member. Capitalized terms used but not defined herein have the same meanings set forth in the Agreement or Supplement, as applicable.~~

~~The Managed Clearing Member further acknowledges and agrees:~~

- ~~(a) that it has received a copy of the Supplement and agrees to comply with the terms and conditions of the Supplement;~~
- ~~(b) that, without limiting the generality of clause (a), OCC has the right to terminate the Supplement without cause upon thirty (30) business days prior written notice to the other party, unless both parties agree upon an earlier termination date, and with cause immediately upon notice to third party Clearing Member;~~
- ~~(c) that OCC may assign a Security Feature for the account of the Clearing Member; that the Clearing Member authorizes OCC to provide the Security Feature to the third party Clearing Member; and that the third party Clearing Member may use the Security Feature to access Data on the Clearing Member's behalf;~~
- ~~(d) that OCC will charge the Clearing Member fees as set forth in OCC's Schedule of Fees, as published at OCC's website located via this link in effect from time to time for access to Data, as well as any applicable taxes associated with receipt of Data, including sales, lease or use taxes;~~
- ~~(e) that in accordance with the Clearing Member's separate agreement with OCC for the delivery of clearance and settlement services, the Clearing Member authorizes OCC to withdraw funds from the bank account (on a monthly basis) established in respect of the Clearing Member's firm account for the payment of such fees and any other amounts (including any applicable sales, lease or use taxes) that may be due under the Supplement;~~
- ~~(f) that to the extent such calculations are made in respect of the accounts of broker dealers, Clearing Member agrees to identify all such broker dealers to OCC, upon request from OCC, and in such form as prescribed by OCC; and~~
- ~~(g) that Clearing Member will not itself, directly or indirectly, access, receive, or use Data without first entering into an agreement with OCC authorizing the Clearing Member to access, receive, or use Data.~~

~~The Clearing Member further acknowledges that its appointment of the third party Clearing Member shall remain in effect until OCC shall have received 30 days prior written notice of the revocation of the appointment from either the third party Clearing Member or the Clearing Member, unless all parties agree upon an earlier revocation date. Notwithstanding the foregoing sentence, in the event that the third party Clearing Member becomes suspended or is no longer otherwise authorized to act in such capacity in accordance with OCC's By-Laws and Rules, its appointment as the third party Clearing Member, as well as this acknowledgement, shall terminate immediately.~~

\_\_\_\_\_  
\_\_\_\_\_  
[Name of Clearing Member]

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

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

Signature: \_\_\_\_\_

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

**NOTICE / AMENDMENT OF SELECTION OF SERVICES**

~~Pursuant to Section 1 and Section 3.2 of the Agreement for OCC Services between Clearing Member and OCC (the "Agreement"), Clearing Member hereby amends its selection of Services made pursuant to Section 1 of the Agreement by checking one of the boxes below for each Service desired. By checking one or more of the boxes below, Clearing Member hereby agrees to be bound by the selected Supplement as a condition of receiving the selected Service. Upon OCC's acceptance of the Supplement(s), OCC shall provide to Clearing Member the selected Service or Services. Each Supplement selected by Clearing Member shall deemed to be a part of the Agreement and shall be effective as of \_\_\_\_\_, 20\_\_\_. This Notice / Amendment of Selection of Services must be submitted to OCC at least seven (7) days prior to the date each Supplement is to be effective.~~

- ~~Supplement—Ancillary Services~~
- ~~Supplement—Communication Options~~
- ~~Supplement—Data Distribution Service~~
- ~~Supplement—Theoretical Profit and Loss Values~~

~~This Notice / Amendment of Selection of Services supersedes Section 1 of the Agreement and any Notice / Amendment of Selection of Services dated prior to the date hereto. You should check the relevant box for each Service that you desire, even if you have previously selected the Service. If you have previously selected a Service, and you have not checked the box corresponding to that Service above, you are hereby terminating that Service.~~

~~By \_\_\_\_\_~~

~~Name \_\_\_\_\_  
(Print or Type)~~

~~Title \_\_\_\_\_  
(Print or Type)~~

~~Date \_\_\_\_\_~~

Last Revised: March 26, 2025

Exhibit 51



### **Designation of Clearing Member**

~~The undersigned Clearing Member (the "Designating Clearing Member" or the "undersigned") of The Options Clearing Corporation ("OCC") hereby designates \_\_\_\_\_ as its Designated Clearing Member for the purposes of effecting settlement of physically settled Treasury securities option contracts, as defined in OCC's By Laws ("Treasury Securities Options"), and physically settled treasury futures, as governed by Chapter XIII of OCC's Rules ("Treasury Futures"), though the Fixed Income Clearing Corporation ("FICC"). Capitalized terms used but not defined herein have the meanings ascribed to them in OCC's By Laws and Rules.~~

~~In making this designation, the undersigned understands and agrees as follows:~~

- ~~1. This designation shall permit the Designated Clearing Member to act on behalf of the undersigned with respect to the settlement of all exercised and assigned Treasury Securities Options contracts and all matured Treasury Securities Options and Treasury Futures contracts in its accounts with OCC which are to be settled through FICC pursuant to the provisions of OCC Rules.~~
- ~~2. The undersigned will continue to be subject to OCC's margin requirements (as set forth from time to time in OCC's Rules) with respect to any exercised, assigned or matured Treasury Securities Options and Treasury Futures in its accounts with OCC directed to the Designated Clearing Member for settlement through FICC.~~
- ~~3. In the event of the suspension of the Designated Clearing Member by OCC, the Designated Clearing Member's ceasing to be a participant in the Government Securities Division of FICC or any default by the Designated Clearing Member in its obligations to FICC in respect of any of the exercised, assigned or matured Treasury Securities Options and Treasury Futures of the undersigned, in either case for any reason whatsoever, OCC shall be entitled, in its discretion and in addition to taking any other action authorized by its By Laws and Rules, to close out exercised, assigned and matured Treasury Securities Options and Treasury Futures of the undersigned which have been directed to the Designated Clearing Member for settlement.~~
- ~~4. The undersigned acknowledges that its obligations to OCC in respect of its exercised, assigned or matured Treasury Securities Options and Treasury Futures shall not be satisfied until the Designated Clearing Member has satisfied its obligations under OCC's By Laws and Rules arising from such Treasury Securities Options and Treasury Futures. In addition, OCC will presume trade match at FICC has occurred, and OCC will have no further responsibility in respect of such Treasury Securities Options and Treasury Futures after the relevant notification deadline has passed pursuant to OCC Rules, if OCC does not receive proper notification of a failure to match at FICC in accordance with OCC Rules. The undersigned acknowledges that OCC may treat any failure to complete delivery of Treasury securities or failure to match or make damages payments required in connection with a Treasury Securities Options and Treasury Futures as a default or rule violation under OCC's By Laws and Rules, and OCC may exercise against the undersigned all remedies that OCC has under its By Laws and Rules against the undersigned. The undersigned accordingly acknowledges that OCC may use (a) any and all long positions, securities, margin and other funds and assets maintained by the undersigned in the OCC account from which such Treasury Securities Options and Treasury Futures originated and (b) the Clearing Fund contributions made by the undersigned, to satisfy any obligation of OCC resulting from such Treasury Securities Options and Treasury Futures, including any obligation of OCC to FICC of~~

~~the Designated Clearing Member resulting from such Treasury Securities Options and Treasury Futures. The determination of OCC as to the amount of any such obligation shall be conclusive and binding against the undersigned and any other person, including any customer of the undersigned.~~

- ~~5. The Designated Clearing Member, in consideration of agreeing to so act for the undersigned, may require collateral from the undersigned to secure such Designated Clearing Member for the Designating Clearing Member's obligations to it. No part of the margin held by OCC for the undersigned shall be available to satisfy the undersigned's obligations to such Designated Clearing Member.~~
- ~~6. This designation shall be effective as of the first business day following the day on which OCC shall receive written notice from the Designated Clearing Member of its acceptance of this designation, or such later date as may be specified by the Designated Clearing Member, and, unless OCC shall terminate this designation at an earlier time, this designation shall remain effective until the close of business on the thirtieth calendar day after OCC shall have received notice of the revocation of this designation by the undersigned or by the Designating Clearing Member, and that this designation shall remain effective thereafter, with respect to each obligation to make delivery or payment in respect of exercised, assigned or matured Treasury Securities Options and Treasury Futures directed to the Designated Clearing Member for settlement prior to the effective date of the revocation, until settlement of such obligation is completed.~~
- ~~8. This Designation of Clearing Member supersedes any Designation of Clearing Member dated prior to the date hereto.~~

Designating Clearing Member: \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Authorized Partner or Officer)

Signature: \_\_\_\_\_

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

**Acceptance of Designation**

The undersigned, being the Designated Clearing Member designated by the above signed Designating Clearing Member, hereby accepts such designation effective one business day from the date this acceptance is executed, or such later effective date as may be specified by the Designating Clearing Member below. In accepting this designation, the undersigned represents, understands and agrees as follows:

1. That it is a participant in the Government Securities Division ("GSD") of the Fixed Income Clearing Corporation ("FICC") and will notify OCC in the event that it ceases to be a GSD participant.
2. That it will act as agent of the Designating Clearing Member for the purpose of settling all of such Designating Clearing Member's obligations to make delivery or payment in respect of exercised, assigned or matured Treasury Securities Options and Treasury Futures through FICC.
3. That all margin requirements on such Treasury Securities Options and Treasury Futures will be the responsibility of the Designating Clearing Member and that no part of the margin or any other positions, securities, funds or assets held by OCC for the account of such Designating Clearing Member will be available to secure the Designating Clearing Member's obligations to the undersigned.
4. That it is the responsibility of the undersigned to require such collateral from the Designating Clearing Member to secure the Designating Clearing Member's obligations to the undersigned as the undersigned deems appropriate.
5. That, unless OCC shall terminate this designation at an earlier time, this designation shall remain effective until the close of business on the thirtieth calendar day after OCC shall have received notice of the revocation of this designation by the undersigned or by the Designating Clearing Member, and that this designation shall remain effective thereafter, with respect to each obligation to make delivery or payment in respect of exercised, assigned or matured Treasury Securities Options and Treasury Futures directed to the Designated Clearing Member for settlement prior to the effective date of the revocation, until settlement of such obligation is completed.

Designated Clearing Member: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Partner or Officer)

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

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

Later Effective Date: \_\_\_\_\_

Designating Clearing Member: \_\_\_\_\_

Exhibit 5m



### **Appointment of Clearing Member**

The undersigned Clearing Member (the "Appointing Clearing Member" or the "undersigned") of The Options Clearing Corporation ("OCC") hereby appoints \_\_\_\_\_ as its Appointed Clearing Member pursuant to OCC Rule 901(f). Capitalized terms used but not defined herein have the meanings ascribed to them in OCC's By Laws and Rules.

In making this appointment, the undersigned understands and agrees as follows:

- ~~1. This appointment shall permit the Appointed Clearing Member to act on behalf of the undersigned with respect to the settlement of all exercised and assigned cleared securities and all matured cleared securities in its accounts with OCC which are to be settled through a correspondent clearing corporation, as defined in OCC's By Laws, pursuant to the provisions of OCC Rule 901.~~
- ~~2. This appointment shall have no effect with respect to any settlement of exercised, assigned or matured cleared securities between the undersigned and another Clearing Member of OCC which are effected on a broker to broker basis pursuant to any other applicable provisions of OCC's By Laws and Rules as they may be amended from time to time.~~
- ~~3. The undersigned will continue to be subject to OCC's margin requirements (as set forth from time to time in OCC's Rules) with respect to any exercised, assigned or matured cleared securities in its accounts with OCC directed to the Appointed Clearing Member for settlement through the National Securities Clearing Corporation ("NSCC") or any successor thereto.~~
- ~~4. In the event of the suspension of the Appointed Clearing Member by OCC, the Appointed Clearing Member ceasing to be a participant in NSCC or any default by the Appointed Clearing Member in its obligations to NSCC in respect of any of the exercised and assigned cleared securities and matured cleared securities of the undersigned, in each case for any reason whatsoever, OCC shall be entitled, in its discretion and in addition to taking any other action authorized by its By Laws and Rules, to (a) close out exercised and assigned cleared securities and matured cleared securities of the undersigned which have been directed to the Appointed Clearing Member for settlement or (b), to the extent it is feasible to do so, direct that obligations of the undersigned to make delivery or payment in respect of an exercised or matured cleared security be settled between the undersigned and the contra Clearing Member of OCC to such cleared security on a broker to broker basis.~~
- ~~5. The undersigned acknowledges that its obligations to OCC in respect of its exercised and assigned cleared securities and matured cleared securities shall not be satisfied until the Appointed Clearing Member has satisfied its obligations to NSCC arising from such cleared securities and OCC has no further responsibility in respect of such cleared securities to NSCC, and the undersigned accordingly acknowledges that OCC may use (a) any and all long positions, securities, margin and other funds and assets maintained by the undersigned in the OCC account from which such cleared securities originated and (b) the Clearing Fund contributions made by the undersigned, to satisfy any obligation of OCC resulting from such cleared securities, including any obligation of OCC to NSCC or the Appointed Clearing Member resulting from such cleared securities. The determination of OCC as to the amount of any such obligation shall be conclusive and binding against the undersigned and any other person, including any customer of the undersigned.~~

- ~~6. The Appointed Clearing Member, in consideration of agreeing to so act for the undersigned, may require collateral from the undersigned to secure such Appointed Clearing Member for the Appointing Clearing Member's obligations to it. No part of the margin held by OCC for the undersigned shall be available to satisfy the undersigned's obligations to such Appointed Clearing Member.~~
- ~~7. This appointment shall be effective as of the first business day following the day on which OCC shall receive written notice from the Appointed Clearing Member of its acceptance of this appointment, or such later date as may be specified by the Appointed Clearing Member, and shall thereafter remain effective as and to the extent specified in OCC Rule 901, or any successor thereto.~~
- ~~8. In the event that OCC receives notice from NSCC to the effect that NSCC has incurred a loss in respect of the positions of the Appointed Clearing Member at NSCC, OCC may hold any or all margin funds and assets deposited by the undersigned with OCC until such time as NSCC advises OCC of the actual loss incurred by NSCC in respect of such positions.~~
- ~~9. This Appointment of Clearing Member supersedes any Appointment of Clearing Member dated prior to the date of this Appointment of Clearing Member.~~

Appointing Clearing Member: \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Authorized Partner or Officer)

Signature: \_\_\_\_\_

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

**Acceptance of Appointment as  
Appointed Clearing Member**

The undersigned, being the Appointed Clearing Member appointed by the above signed Appointing Clearing Member pursuant to OCC Rule 901(f), hereby accepts such appointment effective one business day from the date this acceptance is executed, or such later effective date as may be specified by the Appointing Clearing Member below. In accepting this appointment, the undersigned understands and agrees as follows:

1. That it will act as agent of the Appointing Clearing Member for the purpose of settling all of such Appointing Clearing Member's obligations to make delivery or payment in respect of exercised or matured cleared securities through the undersigned's designated clearing corporation.
2. That all margin requirements on such cleared securities will be the responsibility of the Appointing Clearing Member and that no part of the margin or any other positions, securities, funds or assets held by OCC for the account of such Appointing Clearing Member will be available to secure the Appointing Clearing Member's obligations to the undersigned.
3. That it is the responsibility of the undersigned to require such collateral from the Appointing Clearing Member to secure the Appointing Clearing Member's obligations to the undersigned as the undersigned deems appropriate.
4. That it will maintain at all times the net capital required by Rule 309A and acknowledges that it will be subject to the provisions of Rule 309A until this appointment is terminated.
5. That, unless OCC shall terminate this appointment at an earlier time, this appointment shall remain effective until the close of business on the thirtieth calendar day after OCC shall have received notice of the revocation of this appointment by the undersigned or by the Appointing Clearing Member, and that this appointment shall remain effective thereafter, with respect to each obligation to make delivery or payment in respect of exercised or matured cleared securities directed to the Appointed Clearing Member for settlement prior to the effective date of the revocation, until settlement of such obligation is completed.

Appointed Clearing Member: \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Authorized Partner or Officer)

Signature: \_\_\_\_\_

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

Later Effective Date: \_\_\_\_\_

Appointing Clearing Member: \_\_\_\_\_

Exhibit 5n



### **Appointment of CDS Clearing and Depository Services Inc. — Stock Settlement**

The undersigned Clearing Member (the "Appointing Clearing Member" or the "undersigned") of The Options Clearing Corporation ("OCC") is a "Canadian Clearing Member" within the meaning of OCC Rule 101. The undersigned hereby appoints (this "Appointment"), pursuant to OCC Rule 901(f), CDS Clearing and Depository Services Inc. ("CDS") to effect settlement of exercised and assigned cleared securities and matured cleared securities through a subaccount identified to the undersigned in an account maintained by CDS at National Securities Clearing Corporation ("NSCC"). Capitalized terms used but not defined herein have the meanings ascribed to them in OCC's By-Laws and Rules.

In appointing CDS to act on its behalf, the undersigned understands and agrees as follows:

1. This Appointment shall permit CDS to act on behalf of the undersigned with respect to the settlement of all exercised and assigned cleared securities and all matured cleared securities in its accounts with OCC which are to be settled through NSCC pursuant to the provisions of OCC Rule 901.
2. This Appointment shall have no effect with respect to any settlement of exercised, assigned or matured cleared securities between the undersigned and another Clearing Member of OCC which are effected on a broker to broker basis pursuant to any other applicable provisions of OCC's By-Laws and Rules as they may be amended from time to time.
3. The undersigned will continue to be subject to OCC's margin requirements (as set forth from time to time in OCC's Rules) with respect to any exercised, assigned or matured cleared securities in its accounts with OCC directed to CDS for settlement through NSCC.
4. In the event that NSCC ceases to act for CDS, CDS' ceasing to be a participant in NSCC or any default by CDS in its obligations to NSCC in respect of any of the exercised and assigned cleared securities and matured cleared securities of the undersigned, in each case for any reason whatsoever, OCC shall be entitled, in its discretion and in addition to taking any other action authorized by its By-Laws and Rules, to (a) close out exercised and assigned cleared securities and matured cleared securities of the undersigned which have been directed to CDS for settlement or (b), to the extent it is feasible to do so, direct that obligations of the undersigned to make delivery or payment in respect of an exercised or matured cleared security be settled between the undersigned and the contra Clearing Member of OCC to such cleared security on a broker to broker basis.
5. The undersigned acknowledges that its obligations to OCC in respect of its exercised and assigned cleared securities and matured cleared securities shall not be satisfied until CDS has satisfied its obligations to NSCC arising from such cleared securities and that OCC has no further responsibility in respect of such cleared securities to NSCC, and the undersigned accordingly acknowledges that OCC may use (a) any and all long positions, securities, margin and other funds and assets maintained by the undersigned in the OCC account from which such cleared securities originated and (b) the Clearing Fund contributions made by the undersigned, to satisfy any obligation of OCC resulting from such cleared securities, including any obligation of OCC to NSCC resulting from any default by CDS in its obligations to NSCC in respect of such cleared securities. The determination of OCC as to the amount of any such obligation of OCC shall be

- ~~conclusive and binding against the undersigned and any other person, including any customer of the undersigned.~~
- ~~6.—CDS, in consideration of agreeing to so act for the undersigned, may require collateral from the undersigned to secure it for the undersigned's obligations to it. No part of the margin held by OCC for the undersigned shall be available to satisfy the undersigned's obligations to CDS.~~
  - ~~7.—This Appointment shall be effective as of the first business day following the day on which OCC shall receive written notice from CDS of its acceptance of this Appointment, or such later date as may be specified by CDS, and shall thereafter remain effective as and to the extent specified in OCC Rule 901, or any successor thereto.~~
  - ~~8.—In the event that OCC receives notice from NSCC to the effect that NSCC has incurred a loss in respect of the positions of CDS at NSCC, OCC may hold any or all margin funds and assets deposited by the undersigned with OCC until such time as NSCC advises OCC of the actual loss incurred by NSCC in respect of such positions.~~
  - ~~9.—This Appointment of CDS supersedes any appointment of CDS or Canadian Depository for Securities Limited dated prior to the date of this Appointment of CDS.~~

Canadian Clearing Member: \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Authorized Partner or Officer)

Signature: \_\_\_\_\_

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

CDS Subaccount Number at the Depository: \_\_\_\_\_

**CDS Acknowledgement of Appointment**

The CDS Clearing and Depository Services Inc. ("CDS") hereby acknowledges that a representative account has been established at CDS for the above signed Canadian Clearing Member. In addition, CDS hereby acknowledges that:

1. ~~Effective on the earlier of \_\_\_\_\_ or the date on which the appointment is acknowledged by NSCC of such Canadian Clearing Member, CDS has been appointed by such Canadian Clearing Member to settle, through such Canadian Clearing Member's CDS representative account with NSCC, such Canadian Clearing Member's obligations to make delivery or payment in respect of exercised or matured cleared securities which are to be settled at NSCC.~~
2. ~~If CDS determines that it should require collateral to secure such Canadian Clearing Member's obligations to CDS, CDS will require such collateral from such Canadian Clearing Member independent of the margin and other positions, securities, funds and assets held by OCC for the account of such Canadian Clearing Member to secure such Canadian Clearing Member's obligations to OCC.~~
3. ~~Unless OCC shall terminate this appointment at an earlier time, this appointment shall remain effective until the close of business on the thirtieth calendar day after OCC shall have received notice of the revocation of this appointment by CDS or by such Canadian Clearing Member, and shall remain effective thereafter, with respect to each obligation to make delivery or payment in respect of exercised or matured cleared securities directed to CDS for settlement prior to the effective date of the revocation, until settlement of such obligation is completed.~~

The CDS Clearing and Depository Services Inc.

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

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

(Authorized Partner or Officer)

Signature: \_\_\_\_\_

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

**~~Acknowledgement of Appointment of CDS by National Securities Clearing Corporation~~**

~~The undersigned hereby acknowledges that (i) the above signed Canadian Clearing Member has appointed CDS Clearing and Depository Services Inc. ("CDS") to effect settlement of exercised, assigned and matured cleared securities on its behalf and (ii) CDS is a participant in good standing of the undersigned.~~

~~National Securities Clearing Corporation:~~

~~By: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

~~Signature: \_\_\_\_\_~~

~~Date: \_\_\_\_\_~~

Exhibit 5o



### **Appointment of CDS Clearing and Depository Services Inc. — Stock Loan**

The undersigned Clearing Member (the "Appointing Clearing Member" or the "undersigned") of The Options Clearing Corporation ("OCC") is a "Canadian Clearing Member" within the meaning of OCC Rule 101. The undersigned hereby appoints (this "Appointment"), pursuant to OCC Rule 312(e)(1) or any successor thereto, CDS Clearing and Depository Services Inc. ("CDS") as its agent to effect delivery and payment of stock loan and stock borrow transactions through a subaccount identified to the undersigned in an account maintained by CDS at the Depository Trust Company (the "Depository"). Capitalized terms used but not defined herein have the meanings ascribed to them in OCC's By-Laws and Rules.

~~In appointing CDS to act on its behalf, the undersigned understands and agrees as follows:~~

- ~~1.— This Appointment shall permit CDS to act on behalf of the undersigned with respect to the delivery and payment of stock loan and stock borrow transactions in its accounts with OCC which are to be settled through the Depository pursuant to the Stock Loan/Hedge Program provided for in Article XXI of the By-Laws and Chapter XXII of the Rules.~~
- ~~2.— The undersigned will continue to be subject to OCC's margin requirements (as set forth from time to time in OCC's Rules) with respect to any stock loan and stock borrow positions in its accounts with OCC directed to CDS for delivery or payment.~~
- ~~3.— In the event that the Depository ceases to act for CDS, CDS fails to be a participant of the Depository eligible to perform the necessary functions pursuant to this Appointment on behalf of undersigned, or in the event of any default by CDS in its obligations to the Depository with respect to effecting delivery orders of any of the stock loan or stock borrow transactions of the undersigned, in all cases for any reason whatsoever, OCC shall be entitled, in its discretion and in addition to taking any other action authorized by its By-Laws and Rules, to the extent it is feasible to do so, to direct that obligations of the undersigned to make delivery or payment in respect of an open stock loan or stock borrow position be settled between the undersigned and the contra Clearing Member of OCC to such position through alternative means.~~
- ~~4.— The undersigned acknowledges that its obligations to OCC in respect of its stock loan and stock borrow positions continue regardless of any non performance by CDS or failure by CDS to satisfy its obligations to the Depository arising from such positions and that OCC has no further responsibility in respect of such positions to the Depository. The undersigned further acknowledges that OCC may treat any failure by CDS to complete delivery or payment required in connection with a stock loan or borrow transaction or position of the undersigned that is cleared, or to be cleared, by OCC pursuant to OCC's By-Laws and Rules as a default by the undersigned, and OCC may exercise against the undersigned all remedies that OCC has under its By-Laws and Rules against a defaulting Clearing Member and the collateral deposited by the Clearing Member. The undersigned accordingly acknowledges that OCC may use (a) any and all long positions, securities, margin and other funds and assets maintained by the undersigned in respect of the OCC account from which such positions originated and (b) the Clearing Fund contributions made by the undersigned, to satisfy any obligation of OCC resulting from such positions, including any obligation of OCC to the Depository resulting from any default by CDS in its obligations to the Depository in respect of such positions. The determination of OCC as to the amount of any such obligation of OCC shall be conclusive and binding against the undersigned and any other person, including any customer of the undersigned.~~

5. ~~CDS, in consideration of agreeing to so act for the undersigned, may require collateral from the undersigned to secure it for the undersigned's obligations to it. No part of the margin held by OCC for the undersigned shall be available to satisfy the undersigned's obligations to CDS.~~
6. ~~This Appointment shall be effective as of the first business day following the day on which OCC shall receive written notice from the Appointing Clearing Member of CDS' acceptance of this Appointment, or such later date as may be specified by the Appointing Clearing Member, and shall thereafter remain effective as and to the extent specified in OCC Rule 302(e)(1), or any successor thereto.~~
7. ~~This Appointment of CDS in connection with OCC's Stock Loan/Hedge Program supersedes any appointment of CDS or Canadian Depository for Securities Limited in connection with OCC's Stock Loan/Hedge Program and dated prior to the date of this Appointment of CDS.~~

~~Canadian Clearing Member:~~ \_\_\_\_\_

~~By:~~ \_\_\_\_\_

~~Title:~~ \_\_\_\_\_  
(Authorized Partner or Officer)

~~Signature:~~ \_\_\_\_\_

~~Date:~~ \_\_\_\_\_

~~CDS Subaccount Number at the Depository:~~ \_\_\_\_\_

**CDS Acknowledgement of Appointment**

~~CDS Clearing and Depository Services Inc. ("CDS") hereby acknowledges that an account has been established at CDS for the above signed Canadian Clearing Member. In addition, CDS hereby acknowledges that:~~

- ~~1. Effective on the earlier of \_\_\_\_\_ or the date on which the appointment is acknowledged by the Depository, CDS has been appointed by such Canadian Clearing Member to settle, through such Canadian Clearing Member's CDS sponsored account with the Depository, such Canadian Clearing Member's obligations to make delivery or payment in respect of stock loan or stock borrow positions which are to be settled at the Depository.~~
- ~~2. If CDS determines that it should require collateral to secure such Canadian Clearing Member's obligations to CDS, CDS will require such collateral from such Canadian Clearing Member independent of the margin and other positions, securities, funds and assets held by OCC for the account of such Canadian Clearing Member to secure such Canadian Clearing Member's obligations to OCC.~~
- ~~3. Unless OCC shall terminate this appointment at an earlier time, this appointment shall remain effective until the close of business on the thirtieth calendar day after OCC shall have received written notice of the revocation of this appointment by CDS or by such Canadian Clearing Member, and shall remain effective thereafter, with respect to each obligation to make delivery or payment in respect of stock loan or stock borrow positions directed to CDS for settlement prior to the effective date of the revocation, until close out of all such positions is completed, provided that this provision shall not be construed to limit the right of CDS to suspend or cease to act for any Canadian Clearing Member as the result of any insolvency or event of default of the Canadian Clearing Member, and CDS agrees to inform OCC of any such occurrence as promptly as possible.~~

~~The CDS Clearing and Depository Services Inc.~~

~~By: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

~~(Authorized Partner or Officer)~~

~~Signature: \_\_\_\_\_~~

~~Date: \_\_\_\_\_~~

~~Acknowledgement of Appointment of CDS by Depository Trust Company~~

~~The undersigned hereby acknowledges that (i) the above signed Canadian Clearing Member has appointed CDS Clearing and Depository Services Inc. ("CDS") to effect delivery and payment of stock loan and stock borrow transactions on its behalf and (ii) CDS is a participant of the undersigned eligible to perform the necessary functions on behalf of the Canadian Clearing Member during the period in which such Canadian Clearing Member has in effect such an appointment of CDS.~~

~~Depository Trust Company:~~

~~By: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

~~Signature: \_\_\_\_\_~~

~~Date: \_\_\_\_\_~~

Exhibit 5p



## ~~FICC Membership Information~~

~~All firms who are eligible for Treasury Securities Options and Treasury Futures, governed by Chapter XIII and Chapter XIV of OCC's Rules, respectively, must be a "netting member" of the Fixed Income Clearing Corporation's Government Securities Division. Please complete the following information.~~

~~Clearing Member Name: \_\_\_\_\_~~

~~OCC Clearing Member Number: \_\_\_\_\_~~

~~FICC Clearing Member Number: \_\_\_\_\_~~

~~Are you a netting member at FICC's Government Securities Division? \_\_\_\_\_~~

Completed By:

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Last Revised: June 2014

Exhibit 5q



**NSCC Participant Status**

~~OCC sends stock settlement information to NSCC associated with delivery obligations. Please provide your NSCC information below. OCC requires three day notification of activation or changes.~~

~~OCC Clearing Member Name: \_\_\_\_\_~~

~~Firm's NSCC Clearing Number: \_\_\_\_\_~~

Completed By:

\_\_\_\_\_  
*(Print Name and Title)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*

Exhibit 5r



## **OCC Stock Loan Participant Information Form**

### **Participant Information**

Clearing Member Name: \_\_\_\_\_

DTC Participant Number(s): \_\_\_\_\_

Clearing Member Number: \_\_\_\_\_

**Account Information**—This area only needs to be filled out when first setting up Stock Loan with OCC or when making a change to existing settings.

Pay/Collect Account Type (*check one*): Firm \_\_\_ M/M \_\_\_

Default Account (*check one*): Customer \_\_\_ Firm \_\_\_ M/M \_\_\_

**Mark to Market**—\*This section is not applicable to participants in the Market Loan Program\*

***Step 1: Provide your DTC number and your default lending percentage.***

Lender Mark to Market Percentage for 1<sup>st</sup> DTC ID # (*check one*): 100% 102%

***Step 2: List any counterparties that should be an exception to your default percentage.***

\_\_\_\_\_

***Step 3: Fill out the next section if making changes to a second DTC membership number.***

Lender Mark to Market Percentage for 2<sup>nd</sup> DTC ID # (*check one*): 100% 102%

List any contra participant numbers that are exceptions to the MTM Percentage:

\_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

Last Revised: March 26, 2025

Exhibit 5s

~~{Clearing Member Letterhead}~~

~~{Date}~~

~~{Name}~~

~~{Title}~~

~~The Options Clearing Corporation~~

~~125 S Franklin St, Suite 1200~~

~~Chicago, IL 60606~~

**~~Re: Joint Back Office Account~~**

~~Dear {Name}:~~

~~For clearing number \_\_\_\_\_, the undersigned Clearing Member desires to maintain with The Options Clearing Corporation ("OCC") a JBO Participants' Account, as that term is defined in OCC's By Laws. For systemic and operational reasons, however, we are requesting that OCC permit us to use the OCC "F" account, and/or any sub-accounts, ordinarily used for the firm account as our JBO Participants' Account. In making this request, we hereby represent and warrant to OCC that:~~

- ~~1. We do not clear the confirmed trades or carry the positions of any "non-customer" as that term is defined in OCC's By Laws (a "Non-Customer").~~
- ~~2. We will not clear the confirmed trades or carry the positions of any such Non-Customer in our JBO Participants' Account.~~
- ~~3. We will only clear the confirmed trades and carry the positions of JBO Participants, as that term is defined in OCC's By Laws, in our JBO Participants' Account.~~
- ~~4. We acknowledge and agree that our JBO Participants' Account is subject to the OCC By Law and Rule provisions applicable to market maker accounts and not those OCC By Law and Rule provisions applicable to a firm account.~~
- ~~5. In the event we desire to clear the confirmed trades and carry the positions of a Non-Customer, we acknowledge and agree to make appropriate arrangements to have the positions carried in our JBO Participants' Account transferred to a separate clearing number or account type as directed by OCC.~~
- ~~6. We agree to provide OCC with information regarding JBO Participants whose positions are carried in our JBO Participants'~~

~~Account as OCC may reasonably request to facilitate the clearing, settling and risk monitoring of such positions.~~

Sincerely,

[CLEARING MEMBER NAME]

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

[AUTHORIZED SIGNER]

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

AGREED TO:

THE OPTIONS CLEARING CORPORATION

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

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

Signature: \_\_\_\_\_

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



Exhibit 5u



**THE FOUNDATION  
FOR SECURE  
MARKETS®**

**Options Clearing Corporation**  
125. S. Franklin Street, Suite 1200  
Chicago, IL 60606  
312 322 6200 | theocc.com

### **Participating Escrow Bank Agreement**

This Participating Escrow Bank Agreement ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made between \_\_\_\_\_ ("Bank") and The Options Clearing Corporation, a Delaware corporation ("OCC") in respect of Bank's participation in OCC's Escrow Deposit Program (the "Program").

WHEREAS, Bank desires to participate in the Program, under which, in order to cover their obligations as writers of option contracts issued by OCC, customers of Bank may from time to time deposit with Bank, in escrow, cash and/or securities, and Bank may in turn effect escrow deposits of such cash and securities with OCC ("Deposits"), and effect withdrawals or "roll overs" of such Deposits;

WHEREAS, OCC desires to admit Bank as a participating escrow bank in the Program (a "Participating Escrow Bank"), subject to the terms and conditions set forth herein and the provisions of OCC's By-Laws and Rules (together, the "Rules") relating to the Program (the "Program Rules"), as described in greater detail in Section 2 below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Representations, Warranties and Covenants of Bank.** As of the date set forth above and subsequently upon effecting a Deposit or submitting an instruction with respect to a Deposit, Bank represents and warrants to OCC that it satisfies the following Participating Escrow Bank eligibility criteria:
  - a. Bank is a bank or trust company organized under the laws of the United States or any state thereof, or a branch of a foreign bank, in either case doing business under the laws of any state or of the United States and supervised and examined by a state or federal authority having supervision over banks or trust companies.
  - b. Equity attributable to all outstanding shares of capital stock issued by Bank is not less than the minimum amount specified by OCC to Bank in connection with this Agreement and set forth in such schedule or other form as OCC may make available to Bank.
  - c. If Bank effects any Deposit of securities under the Program, Bank is a Participant of The Depository Trust Company and, if Bank effects any Deposit of cash under the Program, Bank will establish an "approved account" at Bank for each customer participating in the Program, as described in the Program Rules, for holding such cash Deposits and will enter into an Escrow Program Tri Party Agreement ("Tri Party Agreement") with OCC and each customer.
  - d. Neither the execution and delivery of this Agreement, nor any act to be performed pursuant to this Agreement by, or on behalf of, Bank, will violate Bank's charter, bylaws or other organizational documents, or any other material agreement which is binding upon Bank, or any provisions of law applicable to Bank.
  - e. This Agreement is the legal, valid and binding obligation of Bank, enforceable against Bank in accordance with its terms, subject to the effects of bankruptcy, insolvency and equitable principles.

Bank covenants and agrees that it will continue to satisfy the foregoing Participating Escrow Bank eligibility criteria during the term of this Agreement; provided, that with respect to the eligibility criteria in Section 1.b above, Bank will maintain sufficient equity attributable to all outstanding shares of capital stock issued by Bank in an amount not less than the amount specified by OCC from time to time, provided that Bank may terminate this Agreement immediately upon the effectiveness of an increase in the capital requirement that would cause it to no longer be eligible to be a Participating Escrow Bank.

- ~~2.—**Compliance with and Incorporation of Program Rules.** Bank shall abide by the Program Rules and shall be bound by all the provisions thereof and by all operating procedures adopted by OCC pursuant thereto, as either may be amended from time to time, including without limitation the financial requirements specified in Rule 610C(j)(8). The Program Rules shall be a part of the terms and conditions of every Deposit that may be made or maintained by Bank or any customer of Bank with OCC, while Bank is a Participating Escrow Bank. The following provisions of the Rules shall constitute the Program Rules, provided that OCC may amend this list to reflect one or more Program Rules' ceasing to be effective or in connection with any amendment to the Program Rules adopted pursuant to Section 3 below:~~

  - ~~Article I of OCC's By Laws—Definitions~~
  - ~~Article XVII of OCC's By Laws—Index Options and Certain Other Cash Settled Options—Section 1—Definitions~~
  - ~~Chapter I of OCC's Rules—Definitions~~
  - ~~OCC Rules 610, 610A, 610B and 610C—Deposits in Lieu of Margin~~
- ~~3.—**Amendment.** No provision of this Agreement may be amended, supplemented or modified, or any of its terms waived, except by a written instrument executed by OCC and Bank, provided that Bank shall be bound by any amendment to the Program Rules and by all operating procedures adopted by OCC pursuant thereto as fully as though such amendment were now a part of the Program Rules or operating procedures without further consent by Bank. OCC agrees to provide 60 days' written notice prior to implementation of any amendments to the Program Rules. Bank may terminate this Agreement upon written notice to OCC within 30 days of such notification, with effectiveness as of the later of the implementation of such amendments to the Program Rules or applicable procedures or the receipt by OCC of such notice, in which case the Agreement shall nonetheless remain in effect with regard to any outstanding Deposits outstanding as of the termination date until such Deposits are withdrawn or released, provided that during such period such rule change shall not be effective with respect to such Deposits.~~
- ~~4.—**Instructions of OCC/UCC Jurisdiction.** Bank agrees that it will follow disbursement directions of OCC with respect to cash included within Deposits promptly and fully without further consent by the customer. Bank shall have no duty to investigate or make any determinations as to whether OCC is entitled to give disbursement directions with respect to Deposits and shall comply with such disbursement directions without regard to the authority or lack of authority to give such disbursement directions. Bank agrees that its "jurisdiction" (as described in Section 8-110 and 9-304 of the Uniform Commercial Code) for purposes of the Uniform Commercial Code as in effect in the State of Illinois is the State of Illinois.~~
- ~~5.—**Binding Court Order or Judgment.** Nothing herein shall be deemed to require Bank to deliver a Deposit or any portion thereof in contravention of any court order or judgment binding on Bank in its capacity as Participating Escrow Bank, which on its face affects such Deposit or portion thereof. Bank agrees that it will not take any action to cause the issuance of an order described in the preceding sentence.~~
- ~~6.—**Default by Bank.** If at any time (a) Bank fails to comply with its obligations under this Agreement or the Program Rules, (b) any representation and warranty made or deemed made by the Bank hereunder or under the Program Rules is determined to have been false or misleading when made or deemed made or (c) Bank becomes insolvent (each a "Bank Default"), OCC shall have all remedies available to it under this Agreement, the Program Rules and all procedures adopted by OCC pursuant thereto, as well as all remedies available to it under applicable law (subject in all respects to Section 14 below).~~
- ~~7.—**Term/Termination.** Either OCC or Bank may terminate this Agreement for any reason on 45 days' prior written notice, in which case the Agreement shall nonetheless remain in effect with regard to any outstanding Deposits outstanding as of the termination date, until such Deposits are withdrawn or released. Upon the occurrence of a Bank Default, OCC may terminate this Agreement immediately and disregard any existing Deposits pursuant to Rule 610C(f).~~
- ~~8.—**Access to Rules.** Bank acknowledges that it has access to a copy of the Program Rules on OCC's website and has reviewed the Program Rules as in effect at the date of this Agreement.~~

- ~~9. **Secure Website Access Agreement.** Bank's use of OCC's Escrow Deposit Processing System in connection with the transactions contemplated by this Agreement shall be governed by the Secure Website Access Agreement entered into between the Bank and OCC.~~
- ~~10. **Assignment; Beneficiaries.** The rights and obligations of Bank hereunder shall not be assignable without the written consent of OCC. This Agreement shall be binding upon, and inure to the benefit of, Bank and its successors and assigns, and shall also inure to the benefit of OCC and its successors and assigns.~~
- ~~11. **GOVERNING LAW AND CONSENT TO JURISDICTION.** THIS AGREEMENT IS DEEMED TO BE MADE UNDER, AND SHALL BE CONSTRUED BY, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES. BANK IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR ILLINOIS STATE COURT SITTING IN CHICAGO IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE PROGRAM. OCC AND BANK WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROGRAM.~~
- ~~12. **Miscellaneous.** No failure by OCC to exercise, and no delay in exercising, any right under this Agreement waives that right. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, together shall constitute one instrument. This Agreement, including the Program Rules and all operating procedures adopted by OCC pursuant thereto, constitutes the entire agreement and understanding between the parties with respect to the Program. In the event that any one or more of the provisions in this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. Section headings used in this Agreement are for convenience of reference only and shall not define or limit the provisions of this Agreement.~~
- ~~13. **Notices.** All notices or other communications to be given in writing shall be sent to the addresses provided below. In addition, any notice of a material change from Bank pursuant to Rule 610C(1) shall also be provided via email to banknotifications@theooc.com.~~
- ~~14. **Limitation of Bank Liability.** Bank has no duties with respect to the Program other than those expressly set forth herein, in each Tri-Party Agreement to which Bank is a party, and in the Program Rules and operating procedures. Bank shall have no liability for losses arising in connection with the Program other than those caused by its own breach of its obligations in respect of the Program (including a breach of this Agreement or any Tri-Party Agreement among OCC, Bank and any customer of Bank or a violation of the Program Rules) or by its own negligence, fraud or willful misconduct. Bank shall not be liable for any special, indirect, consequential or punitive damages of any form incurred by any person or entity with respect to Bank's performance or non-performance under this Agreement. In addition, Bank shall have no liability for any damage, loss, expense or liability of any nature that OCC or Customer may suffer or incur caused by an event beyond the control of Bank.~~

~~IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers, as of the date first set forth above.~~

~~THE OPTIONS CLEARING CORPORATION~~

~~BANK~~

~~By \_\_\_\_\_~~

~~By \_\_\_\_\_~~

~~Printed Name \_\_\_\_\_~~

~~Printed Name \_\_\_\_\_~~

~~Title \_\_\_\_\_~~

~~Title \_\_\_\_\_~~

~~Address: 125 South Franklin, Suite 1200, \_\_\_\_\_ Address~~

~~Chicago, IL 60606 \_\_\_\_\_ Email~~

~~Email:~~

~~Attn: General Counsel~~

Exhibit 5v



Options Clearing Corporation  
125 S. Franklin Street, Suite 1200  
Chicago, IL 60606  
312 322 6200 | theocc.com

### ~~Escrow Program Tri-Party Agreement~~

~~This Escrow Program Tri-Party Agreement ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made between \_\_\_\_\_ ("Bank"), \_\_\_\_\_ ("Customer") and The Options Clearing Corporation, a Delaware corporation ("OCC") in respect of Bank's participation in OCC's Escrow Deposit Program (the "Program").~~

~~WHEREAS, Customer desires to participate in the Program, under which, in order to cover its obligations as writer of option contracts issued by OCC, Customer may from time to time deposit with Bank, in escrow, cash held in an account at Bank, and Bank, in its capacity as a Participating Escrow Bank and on behalf of Customer, may in turn effect deposits of such cash in connection with the Program for the benefit of OCC ("Deposits"), and withdrawals or "roll overs" such Deposits;~~

~~WHEREAS, OCC has admitted Bank as a participating escrow bank in the Program (a "Participating Escrow Bank");~~

~~WHEREAS, the participation by the Customer and the Bank is, in each case, subject to the terms and conditions set forth herein and the provisions of OCC's By-Laws and Rules (together, the "Rules") relating to the Program (the "Program Rules"), as described in greater detail in Section 2 below;~~

~~NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:~~

- ~~1. **Representations, Warranties and Covenants of Customer.** As of the date set forth above and subsequently upon making a Deposit or submitting an instruction with respect to a Deposit, Customer represents and warrants to OCC and Bank that:
  - ~~a. Customer by entering into this Agreement appoints Bank as a Participating Escrow Bank with respect to its participation in the Program in accordance with the Program Rules.~~
  - ~~b. This Agreement is the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms, subject to the effects of bankruptcy, insolvency and equitable principles.~~
  - ~~c. To the extent of a Deposit in respect of a short position in index call options, Customer or its duly authorized representative affirms that all index call options written for such Customer's account and covered by Deposits with the Bank are written against a diversified stock portfolio.~~
  - ~~d. Customer understands that, in accordance with Rule 610C(j)(4): (i) if the short position specified in the instruction is closed out under circumstances permitting the related Deposit to be withdrawn by the clearing member, Customer shall work with Bank to withdraw the Deposit from OCC, and until the Deposit is duly released by OCC, OCC will retain the right to demand delivery or payment of the Deposit or its proceeds upon the assignment of an exercise notice to any short position in an option series specified in the instruction carried in the clearing member's customers' account with OCC; and (ii) exercise notices assigned by OCC to short positions for which Deposits have been made by the clearing member are allocated to particular customers by the clearing member or by their respective brokers, and if the clearing member is suspended by OCC and OCC cannot promptly determine the identities of the assigned customers, OCC will reallocate the exercise notices, and reallocation will be binding on Customer notwithstanding any contrary notice or confirmation which Customer may have received from the clearing member or Customer's broker.~~~~

~~e.—Customer has established an account at the Bank for the benefit of OCC and such account shall be used solely for the purpose of making Deposits.~~

~~Customer covenants and agrees that each of the foregoing shall remain true during the term of this Agreement.~~

~~2.—**Compliance with and Incorporation of Program Rules.** Customer shall abide by the Program Rules and shall be bound by all the provisions thereof and by all operating procedures adopted by OCC pursuant thereto, as either may be amended from time to time. The Program Rules shall be a part of the terms and conditions of every Deposit which Customer may make pursuant to the Program. The following provisions of the Rules shall constitute the Program Rules, provided that OCC may amend this list to reflect one or more Program Rules' ceasing to be effective or in connection with any amendment to the Program Rules adopted pursuant to Section 3 below:~~

~~Article I of OCC's By Laws—Definitions~~

~~Article XVII of OCC's By Laws—Index Options and Certain Other Cash Settled Options—Section 1—Definitions~~

~~Chapter I of OCC's Rules—Definitions~~

~~OCC Rules 610, 610A, 610B and 610C—Deposits in Lieu of Margin~~

~~3.—**Amendment.** No provision of this Agreement may be amended, supplemented or modified, or any of its terms waived, except by a written instrument executed by OCC, Customer and Bank, provided that Bank and Customer shall be bound by any amendment to the Program Rules and by all operating procedures adopted by OCC pursuant thereto as fully as though such amendment were now a part of the Program Rules or operating procedures without further consent by Customer or Bank. OCC agrees to provide Bank with 60 days' written notice prior to implementation of any amendments to the Program Rules. Customer agrees that OCC shall not be required to deliver notice of amendments to the Customer. Customer or Bank may terminate this Agreement upon written notice to OCC within 30 days of such notification to Bank, with effectiveness as of the later of the implementation of such amendments to the Program Rules or applicable procedures or the receipt by OCC of such notice, in which case the Agreement shall nonetheless remain in effect with regard to any outstanding Deposits outstanding as of the termination date until such Deposits are withdrawn or released, provided that during such period such rule change shall not be effective with respect to such Deposits.~~

~~4.—**Security Interest; Instructions of OCC/UCC Jurisdiction.**~~

~~a.—Pursuant to the Rules and this Agreement, Customer grants a security interest to OCC in and a right of setoff against all cash Deposits, and in all proceeds thereof, to secure Customer's obligations to the clearing member or OCC and to secure clearing member's obligations to OCC with respect to the applicable short position.~~

~~b.—Each of OCC, Customer and Bank agree that Bank will follow disbursement directions of OCC with respect to cash included within Deposits promptly and fully without further consent by the Customer. Bank shall have no duty to investigate or make any determinations as to whether OCC is entitled to give disbursement directions with respect to Deposits and shall comply with such disbursement directions without regard to the authority or lack of authority to give such disbursement directions. Bank agrees that its "jurisdiction" (as described in Section 9-304 of the Uniform Commercial Code) for purposes of the Uniform Commercial Code as in effect in the State of Illinois is the State of Illinois.~~

~~5.—**Binding Court Order or Judgment.** Nothing herein shall be deemed to require Bank to deliver a Deposit or any portion thereof in contravention of any court order or judgment binding on Bank in its capacity as Participating Escrow Bank, which on its face affects such Deposit or portion thereof.~~

~~6.—**Default by Customer.** If at any time (a) Customer fails to comply with its obligations under this Agreement or the Program Rules, (b) any representation and warranty made or deemed made by the Customer hereunder or under the Program Rules is determined to have been false or misleading when made or deemed made or (c) Customer becomes insolvent (each a "Customer Default"), OCC shall have all remedies available to it under this~~

~~Agreement, the Program Rules and all procedures adopted by OCC pursuant thereto, as well as all remedies available to it under applicable law (subject in all respects to Section 13 below).~~

- ~~7. **Term/Termination.** Any of OCC, Bank or Customer may terminate this Agreement for any reason on 45 days' prior written notice, in which case the Agreement shall nonetheless remain in effect with regard to any outstanding Deposits outstanding as of the termination date, until such Deposits are withdrawn or released. Upon the occurrence of a Customer Default, OCC may terminate this Agreement immediately and disregard any existing Deposits, or take possession of cash and/or securities making up such Deposits for the purposes set forth in, and in accordance with, Rule 610C(r).~~
- ~~8. **Access to Rules.** Customer acknowledges that it has access to a copy of the Program Rules on OCC's website and has reviewed the Program Rules as in effect at the date of this Agreement.~~
- ~~9. **Assignment; Beneficiaries.** The rights and obligations of Customer and Bank hereunder shall not be assignable without the written consent of OCC. This Agreement shall be binding upon, and inure to the benefit of, Customer and Bank and their respective successors and assigns, and shall also inure to the benefit of OCC and its successors and assigns.~~
- ~~10. **GOVERNING LAW AND CONSENT TO JURISDICTION.** THIS AGREEMENT IS DEEMED TO BE MADE UNDER, AND SHALL BE CONSTRUED BY, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES. CUSTOMER AND BANK IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR ILLINOIS STATE COURT SITTING IN CHICAGO IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE PROGRAM. OCC, CUSTOMER AND BANK WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROGRAM.~~
- ~~11. **Miscellaneous.** No failure by OCC to exercise, and no delay in exercising, any right under this Agreement waives that right. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, together shall constitute one instrument. This Agreement, including the Program Rules and all operating procedures adopted by OCC pursuant thereto, constitutes the entire agreement and understanding between the parties with respect to the Program. In the event that any one or more of the provisions in this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. Section headings used in this Agreement are for convenience of reference only and shall not define or limit the provisions of this Agreement.~~
- ~~12. **Notices.** All notices or other communications to be given in writing shall be sent to the addresses provided below.~~
- ~~13. **Limitation of Bank Liability.** Bank has no duties with respect to the Program other than those expressly set forth herein, in the Participating Escrow Bank agreement to which Bank is a Party (the "PEB Agreement"), and in the Program Rules and operating procedures. Bank shall have no liability for losses arising in connection with the Program other than those caused by its own breach of its obligations in respect of the Program (including a breach of this Agreement, the PEB Agreement or a violation of the Program Rules) or by its own negligence, fraud or willful misconduct. Bank shall not be liable for any special, indirect, consequential or punitive damages of any form incurred by any person or entity with respect to Bank's performance or non-performance under this Agreement. In addition, Bank shall have no liability for any damage, loss, expense or liability of any nature that OCC or Customer may suffer or incur caused by an event beyond the control of Bank.~~

~~IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers, as of the date first set forth above.~~

**THE OPTIONS CLEARING CORPORATION**

**BANK**

By \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address: 125 South Franklin, Suite 1200,  
Chicago, IL 60606 \_\_\_\_\_

Address:

Email:

Email:

**CUSTOMER**

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address:

Email:

~~Bank Account Number: This agreement applies to multiple accounts which are listed in Exhibit A on the following page.~~

~~[TO BE PROVIDED ON BANK LETTERHEAD]~~

Date:

~~Escrow Program Tri-Party Agreement~~

~~Exhibit A~~

~~(List of Customer Bank Account Numbers)~~

<del>[Customer Name]</del>	<del>Bank Account Number</del>