

**FINRA/NYSE
Trade Reporting Facility[®] (TRF[®])**

Contra Participant Service Agreement

ORGANIZATIONAL PROFILE

Date: _____ SEC No.: _____ CRD No.: _____ MPID: _____

LEI #: _____

GENERAL INFORMATION

Contra Participant: _____

Business Address: _____

City _____ State: _____

Business Phone: _____ Zip Code: _____

Contact Name: _____

Title: _____

Phone: _____

Email Address: _____

Billing Contact Name: _____

Title: _____

Phone: _____

Email Address: _____

Clearing Firm Name: _____

Clearing Number: _____

Clearing Contact Name: _____

Title: _____

Phone: _____

Email Address: _____

TYPE OF ORGANIZATION

Corporation Limited Liability Company Partnership Sole Proprietor

TYPE OF BUSINESS ACTIVITY TO BE CONDUCTED WITH TRF (Check all that apply)

Reports TRF Portal Drop Copy Sessions

FINRA MEMBERSHIP CONFIRMATION

Contra Participant is a current FINRA member

CONTRA PARTICIPANT AGREEMENT

THIS CONTRA PARTICIPANT AGREEMENT is made between the FINRA/NYSE Trade Reporting Facility® LLC (hereinafter the “TRF®”) and the Contra Participant identified in the General Information Section above. This Agreement (defined below) contains certain Contra Participant information required by the TRF to permit Contra Participant to receive information or services from the TRF.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Contra Participant and TRF hereby agree as follows:

1. Contra Participant Representations. Contra Participant represents and warrants that it: (a) is a member in good standing with FINRA and shall be a member in good standing at the time any over-the-counter transaction, to which Contra Participant is a party, in an exchange-listed security is reported to the TRF; (b) is empowered with the full right and authority to enter into this Agreement and to do all things that will be required by this Agreement; (c) will not use the TRF or any service related thereto (collectively, the “Service”) in any manner which is in violation of this Contra Participant Agreement and any addenda hereto or thereto collectively, this “Agreement”), the Uniform Reporting Agreement, or any law or governmental regulation applicable to it; (d) will comply with all laws, rules, regulations and contractual obligations in connection with its use of the Service, including applicable self-regulatory organization (“SRO”) rules. Contra Participant also acknowledges that it is subject to the jurisdiction of FINRA and that it shall comply with all FINRA rules, including but not limited to, those rules that govern trade reporting to the TRF. Contra Participant acknowledges and agrees that it is solely responsible for any fines, expenses, penalties or assessments imposed by FINRA or any other regulatory body as a result of the Service or Contra Participant’s failure to comply with applicable laws, rules and regulations.

2. Clearing Arrangements. Contra Participant represents and warrants that it has executed a clearing agreement with the (“Clearing Broker”) located in the General Information Section, above. Contra Participant represents and warrants that, based on Contra Participant’s actual knowledge, Clearing Broker is a member in good standing with FINRA and the National Securities Clearing Corporation (“NSCC”) and shall be a member in good standing with FINRA and NSCC at the time any over-the-counter transaction in an exchange-listed security is reported to the TRF.

3. Fees. Contra Participant shall pay any fees as set forth in the rules (e.g., Rule 7620B).

4. Disclaimer. THE SERVICE AND ANY INFORMATION PROVIDED BY THE TRF IN CONNECTION THEREWITH IS PROVIDED ON AN "AS IS" BASIS, AND TO THE FULLEST EXTENT PERMITTED BY LAW, TRF EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND A WARRANTY FOR NON-INFRINGEMENT. THE TRF DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. UNDER NO CIRCUMSTANCES SHALL THE TRF BE RESPONSIBLE OR LIABLE TO CONTRA PARTICIPANT OR ANY THIRD PARTY FOR (i) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF ANY DATA OR INFORMATION, (ii) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA OR INFORMATION, INCLUDING ANY ERROR OR DELAY IN OR FAILURE TO TRANSMIT INFORMATION TO FINRA OR NSCC OR (iii) INTERRUPTION IN ANY SUCH DATA OR INFORMATION.

CONTRA PARTICIPANT AGREEMENT (CONTINUED)

5. Limitation of Liability. IN NO EVENT SHALL TRF, FINRA, EACH OF THEIR AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR INDEPENDENT CONTRACTORS (COLLECTIVELY, THE "TRF PARTIES") BE RESPONSIBLE OR LIABLE FOR ANY EXPENSE, DAMAGES OR LOSS, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, TRADING LOSSES, LOST PROFITS, LOSS OF REVENUE, LOSS OF SECURITIES VALUE, LOSS OF USE, LOSS OF DATA, CLAIMS OF THIRD PARTIES OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES) ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT, USE OF THE TRF OR ANY SYSTEM FAILURE OR OTHER PROBLEMS THAT MAY RESULT FROM THE CONTRA PARTICIPANT'S INTERACTION WITH THE TRF, EVEN IF SUCH ENTITY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE TRF PARTIES' MAXIMUM LIABILITY FOR ANY DIRECT DAMAGES ASSOCIATED WITH THIS AGREEMENT IS FIVE HUNDRED DOLLARS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. Confidentiality. Contra Participant shall keep the terms of this Agreement and information obtained in connection with its use of the Service confidential; except that Contra Participant may disclose such confidential information to a counterparty, regulator, counsel or its agents if required.

7. Suspension of Service. Without waiving any other rights, TRF may at its sole discretion suspend the Service immediately and without notice to Contra Participant if TRF reasonably believes that Contra Participant has breached this Agreement or any other agreement with TRF.

8. Term and Termination. This Agreement shall remain in effect until terminated in accordance with this Section 8. Either party may terminate this Agreement upon thirty days' written notice to the other. TRF may immediately terminate this Agreement in the event that Contra Participant breaches a material obligation hereunder.

9. Assignment. Contra Participant may not assign this Agreement or any of its rights or interests hereunder, nor delegate any obligation to be performed hereunder, without the prior written consent of TRF. This Agreement shall be binding upon, and shall inure to the benefit of, the legal successors and permitted assigns of Contra Participant.

10. Notice. Except as otherwise provided in this Agreement, all notices to the parties must be sent by: (i) courier, (ii) certified mail, postage prepaid and return receipt requested or (iii) e-mail with e-mail acknowledgement of receipt. All notices must be sent to the following addresses:

In the case of the TRF:
NYSE TRF
Attn: Client Relationship Services
353 N. Clark, 32nd Floor
Chicago, IL 60654
crs@nyse.com

In the case of Contra Participant:

Email: _____

With a required copy to: ContractNotices@ice.com

Either party may change its designated notice recipient by notice to the other party.

CONTRA PARTICIPANT AGREEMENT (CONTINUED)

11. Governing Law and Jurisdiction. The substantive laws of the State of New York shall govern this Agreement as though this Agreement was entered into, and was to be entirely performed within, the State of New York, without giving effect to any laws, rules or provisions that would cause the application of laws of any jurisdiction other than those of the State of New York. The parties expressly disclaim the applicability of, and waive any rights based upon, the Uniform Computer Information Transactions Act, the United Nations Convention on the Sale of Goods and the Convention on the Use of Electronic Communications in International Contracts. All claims or disputes arising out of or in connection with this Agreement shall be heard exclusively by any of the federal or state court(s) of competent jurisdiction located in the Borough of Manhattan, New York City, NY, USA.

12. Waiver. No provision of this Agreement shall be deemed to have been waived by any act or knowledge of either party, but only by a written instrument signed by a duly authorized representative of the party to be bound thereby. Waiver by either party of any default shall not constitute a waiver of any other or subsequent default.

13. Survival. The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive and continue to bind the parties, including Section 3, Section 4, Section 5, Section 6 and Sections 11-14.

14. Agreement. This Agreement may be modified, amended, supplemented or otherwise changed only by a written instrument (excluding e-mail or similar electronic transmissions) that specifically purports to do so and is physically executed by a duly authorized representative of each party. This Agreement constitutes the complete understanding of the parties, and supersedes all prior or contemporaneous agreements, discussions, negotiations, promises, proposals, representations and understandings (whether written or oral) between the parties, with regard to the subject matter hereof.

AGREED:

Contra Participant:

TRF:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____