



~~NEO-EXCHANGE-INC.~~  
~~MEMBER AGREEMENT~~



Cboe CANADA INC.  
MEMBER AGREEMENT

This agreement and its schedules (the “**Member Agreement**”), with an effective date as of the date executed on the signature page hereto, is made between ~~Neo-Exchange~~Cboe Canada Inc., a Canadian corporation, with its principal place of business at 65 Queen Street West, Suite 1900, Toronto, Ontario M5H 2M5 (the “**Exchange**”), and the member referenced on the signature page hereto (“**Member**”).

1. **Definitions.** Capitalized words and phrases used but not defined in this Member Agreement have the respective meanings given to them in the Exchange’s Trading Policies (~~the~~ “**Trading Policies**”).
2. **Incorporation of Trading Policies.** The Trading Policies are incorporated by reference into and form part of this Member Agreement. The Trading Policies, as amended from time to time, shall prevail in the event of any conflict or inconsistency between the application or interpretation of any provision of this Member Agreement and the application or interpretation of the Trading Policies.
3. **Services**
  - (a) Subject to the terms and conditions of this Member Agreement, the Exchange shall provide Member with: (i) access to the Exchange Systems to enter, view, and cancel orders and other messages and instructions, receive execution reports and status updates, and execute trades against orders on the selected Trading Books as indicated in Schedule A, as amended; and (ii) the Member’s ~~Private Data in accordance with section 11(b)~~Transaction Data (as defined in section 11(b) below) (collectively, the “**Services**”).
  - (b) The Exchange reserves the right to make additions to, deletions from, and otherwise modify the Services and the Exchange Systems; provided that the Exchange shall notify Member before such addition, deletion, or other modification becomes effective (which notice may be provided by way of a notice to members generally posted to the Exchange’s website or sent electronically to the Authorized Representative). Any use of the Services or access or use of the Exchange Systems by Member after the ~~expiration of the applicable~~ notice period shall be deemed acceptance by Member of such addition, deletion, or other modification.
  - (c) If Member sends an order or any message or instruction to a Trading Book that it has not selected for access, the Exchange will notify Member. If Member continues to provide orders, messages, or instructions to one or more Trading Books it has chosen not to access, the Exchange will first verify whether it would prefer to change its election and then, if not, may sanction Member, including suspension of access to all Trading Books.
  - (d) Nothing in this Member Agreement constitutes an undertaking by the Exchange to continue any aspect of the Services or the Exchange Systems in their current forms.

4. **Fees**

- (a) Fees. Member shall make timely payment of all fees, including any applicable taxes, relating to the use of the Services and access to and use of the Exchange Systems (as posted from time to time on the Exchange’s website, as amended) as well as any and all other amounts payable in connection with this Member Agreement. ~~Subject to all applicable laws, regulatory review,~~ and the Exchange

~~2023/07/10~~01/01/2024

Requirements, the Exchange reserves the right to change its fee schedule by providing 30 days' prior notice of any such change to Member (by way of posting a notice to members on the Exchange's website or by circulating a member notice). ~~Member hereby agrees that use of any of the Services after a posted the applicable notice period for a change to in the fee schedule means that Member has accepted~~constitutes acceptance of the change ~~by Member.~~

- (b) Method of Payment. Member may elect a method of payment as set forth in Schedule B attached hereto. If Member does not complete and deliver Schedule B to the Exchange, the Exchange shall collect all fees and other amounts directly from Member.
- (c) Payment; Failure to Pay. Fees are payable within 30 days of the invoice date. Member shall pay to the Exchange ~~interest in the amounts as posted from time to time on the Exchange's website on, for~~ all past due fees and other amounts that are not the subject of a legitimate and *bona fide* dispute, interest in the maximum amount allowed by provincial or federal law, as applicable, and/or in accordance with the rate(s) communicated in writing by the Exchange to Member, which may be by posting such rate(s) on the Exchange's website. Failure to make full payment of outstanding fees or other amounts within 30 days from the invoice date may result in suspension of the Services, without notice to Member, which suspension may continue until full payment of all outstanding fees and other amounts, including interest (if applicable), has been made. If all outstanding fees and other amounts, including any interest, have not been paid in full within 15 days of the date of suspension of the Services, the Exchange may terminate the Services and this Member Agreement.
- (d) No Setoff or Counterclaim Right. Member will pay all fees and other amounts required under this Member Agreement or the Exchange Requirements without regard to any right of setoff or counterclaim it may have against the Exchange or any of its ~~affiliates, subsidiaries or related~~affiliated entities.

**5. Representations and Warranties of Member.** Member represents and warrants that:

- (a) it has the power and capacity to enter into, and perform its obligations under, this Member Agreement and all necessary corporate and other actions and approvals have been taken or obtained to authorize the execution and delivery of this Member Agreement by Member and the performance of its obligations hereunder;
- (b) this Member Agreement is a valid and binding obligation of Member, enforceable against Member in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other applicable laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- (c) it is, and during the term of this Agreement will be, a dealer member in good standing of the Canadian Investment Regulatory Organization ("CIRO") and will promptly notify the Exchange if it ceases to be so qualified;
- (d) it has obtained any consents as may be reasonably required from its clients;
- (e) it has received and reviewed the Trading Policies and will use reasonable efforts to ensure that it has, and enforces, procedures to monitor changes thereto;

- (f) it will be bound by, and will only use the Services and access the Exchange Systems in compliance with, the Exchange Requirements;
- (g) it has the authority, pursuant to all applicable laws and regulations, including the Exchange Requirements, to engage in the activities contemplated by this Member Agreement and will promptly notify the Exchange if it ceases to be so authorized; and
- (h) it has notified each Person for whom personal information has been or is being collected, used, and disclosed to the Exchange: (i) that such personal information is being collected, used, and disclosed for the purposes of this Member Agreement and the administration and enforcement of the Exchange Requirements and such Person has authorized such collection, use, and disclosure; and (ii) of information regarding how to obtain the title, business address, and business telephone number of the privacy officer at the Exchange who can answer questions about the Exchange's collection, use, and disclosure of such personal information.

**6. Appropriate Policies and Procedures for Compliance.** Member confirms and certifies that:

- (a) it has appropriate resources, policies, and procedures in place to ensure compliance with all Exchange Requirements and applicable Exchange technical specifications, as well as the requirements of any Clearing Corporation used by the Exchange when undertaking any activity on the Exchange Systems in furtherance of a trade, including in its capacity as a Sponsoring Member, if applicable, and has the capacity to settle all trades executed on or through the use of the Exchange Systems;
- (b) it has established, maintains, and enforces policies and procedures designed to achieve trade matching in accordance with National Instrument 24-101 *Institutional Trade Matching and Settlements* ("NI 24-101");
- (c) it will maintain and keep current a list of all of its Approved Traders and DEA Clients who may use the Services and obtain access to the Exchange Systems on behalf of Member and/or any DEA Client;
- (d) it will familiarize its Approved Traders and DEA Clients with all of its obligations under this Member Agreement and will ensure that they receive appropriate training before any use of the Services or access to or use of the Exchange Systems;
- (e) if it sends, or intends to send orders to the Exchange Systems with Trader IDs designated as being for NEO Trader™ or Retail CustomerClient accounts, it has established, maintains, and monitors, and enforces compliance with, written policies and procedures that are reasonably designed to assure that:
  - (i) ~~that~~ orders that are not from NEO Trader™ or Retail CustomerClient accounts are not designated as such when submitted to the Exchange Systems,
  - (ii) ~~that~~ all orders sent through Trader IDs for accounts categorized as Retail CustomerClient accounts are for such clients,

- (iii) ~~that the~~ Member is in compliance with the Trading Policies and this Member Agreement when submitting orders from Trader IDs designated as being for NEO Trader™ or Retail ~~Customer~~Client accounts, and
  - (iv) Member has provided to the Exchange the names and identifiers of Approved Traders eligible to submit orders from Trader IDs designated as being for NEO Trader™ or Retail ~~Customer~~Client accounts, as identified in Part II of the Member's Information Form or as otherwise from time to time disclosed to the Exchange in writing; and
- (f) if it sends or intends to send any Conditionals to Cboe BIDS Canada or be the Sponsoring Member for any Sponsored User that sends Conditionals or related messages or instructions to Cboe BIDS Canada:
- (i) it will comply with the Conditionals Compliance Mechanism, as defined in Exchange Requirements,
  - (ii) it acknowledges that the Exchange shall have exclusive and unrestricted control over, and reserves the right to, at any time, make changes to the configuration, appearance, content, or any other aspect of Cboe BIDS Canada,
  - (iii) it will use the Cboe BIDS Canada interface and other technological tools provided by the Exchange, as appropriate, to comply with its obligations under Exchange Requirements, including with respect to the setting and application of risk controls, and
  - (iv) it consents to each of its Sponsored Users receiving a copy of the "Sponsored User Welcome Letter" (as that document may be revised from time to time by the Exchange).
- (f)(g) where it is a Sponsoring Member or has entered into a routing or other arrangement to submit orders, messages, or instructions to the Exchange Systems, the policies and procedures implemented by ~~the~~ Member set out in ~~Section~~section 6(e) will apply to orders, messages, or instructions submitted by the DEA Client or other ~~order~~ originator. In addition, if Member is a user of the MATCHNow order book, it affirms that it is a member or subscriber of each marketplace to which it intends to transmit unfilled balances of MATCHNow orders, and it authorizes the Access Vendor(s) specified in Schedule A to route its orders accordingly.
7. **DEA Clients.** Member represents and warrants that, where ~~the~~ Member is a Sponsoring Member and provides to one or more DEA Clients direct electronic access to the Exchange Systems, including, if applicable, sponsored access to Cboe BIDS Canada:
- (a) ~~the~~ Member is in compliance with National Instrument 23-103 *Electronic Trading and Direct Electronic Access to Marketplaces* ("NI 23-103") and the Universal Market Integrity Rules ("UMIR") in respect of each such DEA Client, ~~and~~ including with respect to the setting, monitoring, and application of automated controls to examine each order, before the order can be entered into the Exchange System, thereby preventing the entry of any order which would result in: (i) Member or any of its DEA Clients exceeding pre-determined credit or capital thresholds; (ii) any DEA Client exceeding pre-determined credit or other limits assigned by the Member (as Sponsoring Member) for that DEA Client; or (iii) Member or any DEA Client exceeding pre-determined limits on the value or volume of unexecuted orders for a class of securities,

~~(b)~~ each entry of an order on the Exchange Systems by any such DEA Client that results from any activity of the DEA Client conducted on or through the Exchange Systems shall be deemed a representation and warranty by Member that: (i) Member and each such relevant DEA Client has all requisite legal authority and capacity to enter such order and/or to effect any trade resulting therefrom; (ii) such order or trade is placed by an individual empowered by the relevant DEA Client to do so; and (iii) such order or trade complies and will comply with all Exchange Requirements, and

~~(a)~~ the written agreement between the Member and each such DEA Client required under NI 23-103 and UMIR provides, in addition to the requirements prescribed under NI 23-103 and UMIR, that:

~~(c)~~ the Exchange (whether named or included by general reference such as to “recognized exchanges” or similar language thereto) may immediately suspend the DEA Client’s access to the Exchange Systems, without prior notice:

(i) on instruction from ~~CIR~~ the Market Regulator, or

(ii) if the Exchange concludes that the DEA Client has:

(A) abused or misused the Exchange Systems or has caused a disorderly market,

(B) failed to comply or is not in compliance with any Exchange Requirement, or

(C) engaged in ~~conduct,~~ business or affairs ~~conduct~~ that is unbecoming, inconsistent with just and equitable principles of trade, or detrimental to the public interest or the interests of the Exchange;

~~(b)(d)~~ the Member must immediately terminate ~~the~~ each such DEA Client’s access to the Exchange Systems upon notice from the Exchange or the Market Regulator and must not reinstate the DEA Client’s access to the Exchange Systems without the Exchange’s prior written approval;

~~(e)(e)~~ the Member must immediately notify the Exchange if the Market Regulator requests that ~~the~~ any such DEA Client’s access to the Exchange Systems be terminated; ~~and~~

~~(d)(f)~~ upon termination of ~~the~~ any such DEA Client’s access to the Exchange Systems, the Exchange may, in its sole discretion, cancel all open orders, messages, or instructions entered by the DEA Client; ~~and~~

~~(g)~~ if it becomes aware of any improper use of the Exchange Systems by any such DEA Client or any person acting on the DEA Client’s behalf, Member shall (i) promptly notify the Exchange thereof, (ii) take immediate actions to terminate such improper use, to the extent possible, and (iii) provide the Exchange with such assistance as reasonably requested by the Exchange in investigating and remedying any contractual or regulatory contraventions that may have arisen as a result of such improper access.

**8. Connectivity.** Member is solely responsible for providing and maintaining all necessary electronic communications with the Exchange Systems, including, wiring, computer hardware, software, communication line access ~~and networking devices,~~ and networking devices, and will ensure that such electronic communications by itself and, if applicable, by its DEA Clients, are in compliance with all

applicable technical specifications of the Exchange. Member will be solely responsible for any and all telecommunications costs and all other expenses incurred in linking to, and maintaining its link to, the Exchange Systems. If Member chooses to seek to directly connect to the Exchange Systems, a separate connectivity services agreement will be required.

**9. Responsibility for and Settlement of Transactions.** The Exchange shall not be, directly or indirectly, a party to any trade or other transaction posted to or consummated on the Exchange Systems. The Exchange shall not be responsible for or otherwise guarantee any trade or other transaction effected by Member through the Exchange Systems. It is Member's absolute, unconditional, and non-assignable obligation, in connection with each trade or other transaction effected by Member on the Exchange Systems, to ensure the accuracy, completeness, and integrity of all information used by it and any resulting trade or other transaction, including the timely delivery of the subject securities and/or funds as well as any required remittance of interest, dividend payments, and/or other distributions in compliance with applicable laws and rules, including, without limitation, relevant rules under NI 24-101, as well as the rules of any Clearing Corporation. Member will promptly notify the Exchange in writing upon becoming aware of any material change in or to Member's clearing arrangements. The Exchange retains the right to break any trade or other transaction, without liability to Member or any of Member's clients ~~or customers~~, in accordance with the Exchange Requirements. Member shall be responsible for maintaining all required records relating to trades and other transactions sent and received by it on the Exchange Systems.

**10. Acknowledgment of Obligations.** Member acknowledges and agrees that the Exchange may, when required to do so in fulfilment of its statutory or regulatory obligations and in accordance with Exchange Requirements, temporarily or permanently, unilaterally condition, modify, suspend, limit, or terminate the right of any and all Persons, including Member and any of its DEA Clients, to receive or use any of the Services or access or use the Exchange Systems. The Exchange shall undertake reasonable efforts to notify Member of any such condition, modification, suspension, limitation, or termination, and Member shall promptly comply with any requirement that may be contained in such notice within such period of time as may be determined in good faith by the Exchange to be necessary and consistent with its statutory and regulatory obligations.

## 11. Data

(a) Member's Originating Transaction Data. Member represents and warrants that: (i) Member owns or has sufficient rights in ~~and to the pre-trade information connection with orders, trades, and other messages and data that instructions entered or executed by Member or Member's agent enters into~~ the Exchange Systems ("Member's Originating Transaction Data") to permit the Exchange to use Member's Originating Transaction Data to perform all of its obligations under this Member Agreement, the Exchange Requirements, and all applicable laws and regulations; (ii) use or delivery of Member's Originating Transaction Data by Member to the Exchange will not violate the proprietary rights (including, without limitation, any privacy rights) of any Person; and (iii) use or delivery of Member's Originating Transaction Data by Member to the Exchange will not violate any applicable law or regulation.

~~(b) Member's Private Data. Member may use Data relating to its and its clients' trading-related activities on the Exchange Systems ("Member's Private Data") upon prior notice to the Exchange of any such use beyond its own internal purposes. For greater certainty, Member's Private Data includes pre-trade information and data and post-trade transaction and other information provided to Member by the Exchange regarding Member's trading-related activities on the Exchange~~



~~Systems. Such Member's Private Data may be obtained from the Exchange or from a service provider authorized by the Exchange.~~

- ~~(c) **Exchange Public Data and Exchange Trading Data.** All information and data relating to pre-trade orders and post-trade transactions covering trading-related activities excluding Member's Private Data (the "**Exchange Public Data**") and all Exchange Public Data combined with Member's Private Data (together the "**Exchange Trading Data**") shall be the subject matter of a data agreement between Member (or a data service provider authorized by the Exchange) and the Exchange (a "**Data Agreement**"). Member may not use, disclose, provide access to or otherwise exploit the Exchange Public Data, Exchange Trading Data or any data feed containing quotation or trade information originating from the Exchange Systems except as provided in section 11(b) or pursuant to a Data Agreement.~~
- ~~(b) **Consent to Intra-Company and Limited Public Data Usage.** Notwithstanding any other provision of this Member Agreement, and in accordance with subsection 5.10(1) of National Instrument 21-101 *Marketplace Operation*, Member hereby expressly consents to the Exchange's right to:~~
- ~~(i) share, on an intra-company basis, Transaction Data, including the identity of Member or of any of its clients, with the Exchange's domestic and foreign affiliated entities, for "**Internal Commercial Purposes**," provided that such affiliated entities abide by the same or substantively similar confidentiality policies and procedures as are applicable to the Exchange with respect to such Transaction Data, where Internal Commercial Purposes include, but are not limited to, identifying additional trading opportunities or other benefits for the Member or any of its clients through the Services of the Exchange or the services of the Exchange's foreign or domestic affiliated entities; and~~
- ~~(ii) publish anonymized aggregated data containing Member's Transaction Data on the Exchange's website and share such anonymized aggregated data with other members of the Exchange and their clients, as well as with domestic and foreign affiliated entities of the Exchange, provided that the publication or sharing of such anonymized aggregated data shall not disclose, directly or indirectly, the transactions, trading strategies, or market position of Member or any of its clients.~~
- ~~(c) **Cboe BIDS Canada Data Usage.** Notwithstanding anything stated herein, Member acknowledges that (a) use of Cboe BIDS Canada entails the disclosure to other users of Cboe BIDS Canada, on an anonymous basis, of limited Confidential Information (as defined in section 13(b) below) relating to activity conducted by Member or any its Sponsored Users on or through the Exchange Systems, including limited and anonymous information regarding the status of a symbol in the system, and (b) the Exchange has entered or may enter into agreements with affiliated and/or unaffiliated third-party service providers that will provide technical assistance with respect to the operation of Cboe BIDS Canada and the Exchange Systems in general from time to time, as necessary, and which service providers shall be deemed representatives or agents of the Exchange in providing such technical assistance. Such service providers may have access to Confidential Information, including information related to Member's or its Sponsored User's activity conducted on or through the Exchange Systems, and will be subject to appropriate confidentiality agreements with the Exchange that restrict their use of any such Confidential Information to the provision of technical assistance relating to the Exchange Systems. Member hereby consents to the disclosure of such Confidential Information by the Exchange for the purposes described in this paragraph.~~

## 12. Ownership, Restrictions on Use, and Security of, the Exchange Systems

- (a) Ownership by the Exchange. The Exchange retains ownership of the Exchange Systems and all rights, title, and interest therein, including all inventions, patents, copyrights, trade secrets, and other intellectual property rights associated with the Exchange Systems, and Member's sole rights in relation thereto are those granted under this Member Agreement.
- (b) Restrictions on Use. Unless otherwise required by law, Member may not sell, lease, license, furnish, or otherwise permit or provide access to the Services or the Exchange Systems to any Person that is not an Approved Trader, employee, officer, director, client, ~~customer~~, agent, or DEA Client of Member.
- (c) Security. Member accepts full responsibility for the use of the Services and access to and use of the Exchange Systems by its Approved Traders, employees, officers, directors, clients (including DEA Clients), ~~customers~~ and agents, which use and access must comply with the Exchange Requirements and Member's obligations under this Member Agreement. Member will implement security systems and policies and take all other reasonable security precautions to prevent unauthorized use of the Services or access to or use of the Exchange Systems, including unauthorized entry of information into the Exchange Systems, or the information and data made available thereby. Member acknowledges and agrees that Member is responsible for any and all orders, trades, and other messages and instructions entered, transmitted, or received under identifiers, passwords, and security codes of Member's Approved Traders, and for the trading and other consequences thereof, except in the event of wilful misconduct, fraud, or a breach of this Member Agreement by the Exchange that results in unauthorized access by other Persons.

## 13. Confidential Information

- (a) Personal Information. The Exchange will retain, use, and disclose personal information in accordance with its Privacy Statement (as amended from time to time) posted on its website.
- (b) Confidentiality. ~~Member acknowledges~~The parties acknowledge that: (i) the Exchange Systems and the information and data made available thereby incorporate confidential and proprietary information created, developed, or acquired by or licensed to the Exchange; and (ii) ~~Member~~each party may receive or have access to other proprietary or confidential information disclosed and reasonably understood as confidential by the ~~Exchange~~disclosing party (collectively, the "Confidential Information"). ~~Member~~The receiving party will take all precautions necessary to safeguard the confidentiality of the Confidential Information, including without limitation: (i) those taken by ~~Member~~the receiving party to protect its own ~~confidential information~~Confidential Information; and (ii) those which the ~~Exchange~~disclosing party may reasonably request from time to time. The Exchange will not disclose the identity of Member or Member's clients ~~or customers~~ to any of its other members or to any other Person in connection with orders, trades, and other messages and instructions entered or executed by Member through use of the Services, except: (i) as required by a court of competent jurisdiction or a regulatory or self-regulatory authority with jurisdiction over the Exchange or Member; (ii) to facilitate the clearance and settlement of trades; (iii) on an aggregate basis for analytical or reporting purposes; ~~or (iv) as expressly permitted under the terms of this Member Agreement; or (v)~~ with prior written consent from Member.
- (c) Disclosure. Member will not disclose, in whole or in part, the Confidential Information to any Person, except as specifically authorized under this Member Agreement. All Persons receiving



Confidential Information shall: (i) have a need to know such Confidential Information for the purpose of administering this Member Agreement or the Exchange Requirements; and (ii) either have been informed of the confidential nature of such Confidential Information or be bound by the terms of their employment or engagement to maintain the confidentiality of the Confidential Information.

(d) Unauthorized Use or Disclosure. Member acknowledges that any unauthorized use, disclosure, or dissemination of the Confidential Information may cause irreparable damage to the Exchange. If an unauthorized use, disclosure, or dissemination occurs, Member will immediately notify the Exchange and take, at its expense, all steps necessary to recover the Confidential Information and to prevent its subsequent unauthorized use, disclosure, or dissemination, including availing itself of equitable remedies including by way of injunction and specific performance. If Member fails to take such steps in a timely and adequate manner, the Exchange may take them at Member's expense and Member will provide the Exchange with its reasonable co-operation in such actions as the Exchange may request.

(e) Indemnity for Breach of Confidentiality. Where the Exchange or Member has breached its confidentiality obligations to the other party under the terms of this section 13, the breaching party, at its own expense, shall defend, indemnify, and hold the other party harmless for the breach, except to the extent that any damages suffered by the latter party are the result of or are related to its own fraud, gross negligence, or willful misconduct or the breaching party is entitled to indemnification by the other party under another provision of this Member Agreement. For the avoidance of doubt, the limitation on liability contained in section 16 of this Member Agreement shall not apply in connection with the indemnity provided for in this section 13(e); however, the indemnity provided under this section 13(e) shall not exceed the fees charged to Member and collected by the Exchange or any of its affiliated entities in the year preceding the date that that first cause of action arose, including a cause of action that is continuing.

(e)(f) Permitted Disclosure. Member will have no confidentiality obligation with respect to any portion of the Confidential Information that: (i) Member independently developed before receiving the Confidential Information; (ii) Member lawfully obtained from a third party under no obligation of confidentiality; (iii) is or becomes available to the public other than as a result of an act or omission of any Person bound by any obligation not to disclose such information; or (iv) Member is compelled to disclose by law, regulation, or legal process provided by a court of competent jurisdiction or other governmental or regulatory authority to whose jurisdiction Member is subject. If Member is requested or required (by order of a court of competent jurisdiction or other governmental or regulatory authority having competent jurisdiction) to disclose any Confidential Information, Member shall, to the extent permitted by law, provide the Exchange with prompt written notice of such request or requirement so that the Exchange may seek an appropriate protective order or waive compliance by Member with the provisions hereof. If, in the absence of a protective order or the receipt of a waiver hereunder, Member is, in the opinion of Member's legal counsel, legally compelled to disclose the Confidential Information, Member may disclose such Confidential Information without liability hereunder; provided, however, that Member shall disclose only that portion of the Confidential Information which it is legally compelled to disclose.

#### 14. Use of Marks

(a) Use of the Exchange Marks. The Exchange hereby grants to Member a worldwide, revocable, non-transferable, non-exclusive right to use the names "~~NEO Exchange~~", "~~NEO Exchangename~~" "~~Cboe~~

Canada” or other names or logos as provided to Member from time to time by the Exchange and any other related logos, trademarks, or trade names (collectively, the “**Exchange Marks**”) solely for the purpose of identifying the Exchange as the provider of the Services; provided, that Member does not: (i) modify the Exchange Marks in any manner or use them for any purpose other than as set forth in this section; (ii) engage in any action that adversely affects the good name, good will, image, or reputation of the Exchange or the good name, good will, image, or reputation associated with the Exchange Marks; or (iii) fail to use at all times, the appropriate trade or service mark notice as applicable or other such notices as the Exchange may from time to time specify on any item or material bearing the Exchange Marks.

- (b) Use of Member Marks. Member hereby grants to the Exchange a worldwide, revocable, non-transferable (except to the extent and manner otherwise provided in this Member Agreement), non-exclusive, right to use the name of Member and other logos as provided to the Exchange from time to time by Member and any other related logos, trademarks, or trade names (collectively, the “**Member Marks**”) solely for the purpose of identifying Member as a consumer of the Services; provided, that the Exchange does not: (i) modify the Member Marks in any manner or use them for any purpose other than as set forth in this section; (ii) engage in any action that adversely affects the good name, good will, image, or reputation of Member or the good name, good will, image, or reputation associated with the Member Marks; or (iii) fail to use, at all times, the appropriate trade or service mark notice as applicable or other such notices as Member may from time to time specify on any item or material bearing the Member Marks.

**15. DISCLAIMER OF WARRANTY.** THE SERVICES AND THE EXCHANGE SYSTEMS ARE PROVIDED “AS-IS”, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, AND OF ANY OTHER WARRANTY OR OBLIGATION WITH RESPECT TO THE SERVICES OR THE EXCHANGE SYSTEM OR ANY SOFTWARE OR OTHER MATERIALS MADE AVAILABLE TO MEMBER, AND ALL OTHER SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THERE IS NO GUARANTEE THAT THE SERVICES PROVIDED BY THE EXCHANGE OR THE EXCHANGE SYSTEMS WILL MEET MEMBER’S REQUIREMENTS, BE ERROR-FREE, OR OPERATE WITHOUT DELAY OR INTERRUPTION. THE EXCHANGE GIVES NO WARRANTIES OF ANY KIND AS TO THE FITNESS, CAPACITY, OR CONDUCT OF ANY OTHER PERSON HAVING ACCESS TO THE SERVICES OR THE EXCHANGE SYSTEMS AND SHALL NOT BE HELD LIABLE TO OR THROUGH MEMBER OR OTHERWISE FOR ANY USE OR ABUSE WHATSOEVER OF THE SERVICES OR THE EXCHANGE SYSTEMS BY ANY PERSON HAVING ACCESS TO THE SERVICES OR THE EXCHANGE SYSTEMS, INCLUDING, WITHOUT LIMITATION, ANY FAILURE TO CONCLUDE TRANSACTIONS OR OBSERVE APPLICABLE MARKET REGULATIONS OR CONVENTIONS OR TO PAY REQUISITE TAXES OR OTHER CHARGES ON ANY TRANSACTIONS OR TO OTHERWISE ACT LAWFULLY.

## **16. LIMITATION ON LIABILITIES**

- (a) LIMITATIONS. IN THE ABSENCE OF FRAUD, GROSS NEGLIGENCE, OR WILFUL MISCONDUCT OR A CLAIM ARISING OUT OF THE EXCHANGE’S INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH OF ITS OBLIGATIONS UNDER SECTION 13, NONE OF THE EXCHANGE, ITS ~~AFFILIATES, RELATED~~AFFILIATED ENTITIES, OR

LICENSORS, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, CONTRACTORS, AGENTS, OTHER REPRESENTATIVES, OR RELATED ENTITIES, WILL BE LIABLE FOR ANY LOSS OR CLAIM, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF OPPORTUNITY, LOSS OF USE, TRADING LOSSES, LOSS OF OTHER COSTS OR SAVINGS, NOR FOR ANY DAMAGES SUFFERED, OR COST OR EXPENSES INCURRED BY MEMBER OR BY ANY ~~CUSTOMER~~ CLIENT OR ACCOUNT OF MEMBER OR ANY OTHER PERSON, OF ANY NATURE OR FROM ANY CAUSE WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, ARISING OUT OF THE FURNISHING, PERFORMANCE, MAINTENANCE, OR USE OF THE SERVICES, THE EXCHANGE SYSTEMS, EQUIPMENT, COMMUNICATION LINES, SOFTWARE, DATABASES, MANUALS, OR ANY OTHER MATERIAL FURNISHED BY OR ON BEHALF OF THE EXCHANGE, OR CAUSED OR BASED UPON ANY INACCURACY, ERROR, OR DELAY IN, OR OMISSION OF THE TRANSMISSION OR DELIVERY OF THE SERVICES, WHETHER TO DELIVER, DISPLAY, TRANSMIT, EXECUTE, COMPARE, SUBMIT FOR CLEARANCE AND SETTLEMENT, OR OTHERWISE PROCESS AN ORDER, MESSAGE, OR OTHER DATA ENTERED INTO OR CREATED BY THE EXCHANGE SYSTEMS, NOTWITHSTANDING THAT THE EXCHANGE MAY HAVE BEEN ADVISED OF THE POSSIBILITY THAT DAMAGES MAY OR WILL ARISE IN ANY GIVEN SITUATION.

- (b) MONETARY DAMAGES. ABSENT A CLAIM ARISING OUT OF THE EXCHANGE'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH OF ITS OBLIGATIONS UNDER SECTION 13, THE EXCHANGE'S ENTIRE AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS MEMBER AGREEMENT AND ITS OBLIGATIONS HEREUNDER SHALL NOT EXCEED THE FEES CHARGED TO ~~THE~~ MEMBER AND COLLECTED BY THE EXCHANGE IN THE TWO MONTHS PRECEDING THE DATE THAT THE FIRST CAUSE OF ACTION AROSE, INCLUDING A CAUSE OF ACTION THAT IS CONTINUING.

## 17. Indemnification by Member

- (a) Indemnity. Member agrees to indemnify, defend, and hold harmless the Exchange, its ~~affiliates, subsidiaries and related~~ affiliated entities, and their respective directors, officers, employees, agents, and other representatives (each an "Exchange Indemnified Party"), from and against all claims, demands, allegations, proceedings, suits, actions, settlements, judgments, liabilities, obligations, losses, damages, penalties, costs, and expenses of whatever nature (including reasonable legal and other professional fees and expenses), ~~claims, demands, proceedings, suits, actions, settlements and judgments~~ (collectively, "Losses and Claims") suffered or incurred, or compelling participation, by, any such Exchange Indemnified Party arising from, ~~or~~ out of, or in respect of, the use or misuse of the Services or the Exchange Systems by Member or any of its officers, employees, Approved Traders, or DEA Clients, or Member's failure to comply with its obligations under this Member Agreement ~~and/or~~ the Exchange Requirements and for any Losses and Claims which may arise from a claim that any order, trade, message, or ~~other transaction in securities instruction carried out~~ on the Exchange Systems by Member or any of its officers, employees, Approved Traders, or DEA Clients was in violation of applicable securities or other laws or the Exchange Requirements.
- (b) Process. Upon request by the Exchange, Member shall inform the Exchange of the status of any ~~claim, action, proceeding, settlement~~ Losses and Claims, or any negotiations ~~relating thereto~~. Member, in defending any such ~~claim, action, proceeding or allegation~~ Losses and Claims, shall

not, without the written consent of the Exchange, consent to the entry of any judgment or enter into any settlement which: (i) does not include, as an unconditional term, the grant by the claimant to the Exchange of a release of all liabilities in respect of such ~~claim, action, proceeding or allegation~~ Losses and Claims; and (ii) subjects the Exchange to any obligation in addition to those set forth herein.

## 18. Indemnification by the Exchange

- (a) Indemnity. Subject to section ~~18(e), 18(c)~~, the Exchange agrees to indemnify, defend, and hold harmless Member and its ~~affiliates, subsidiaries and related~~ affiliated entities, and their respective directors, officers, employees, agents, and other representatives (each a “**Member Indemnified Party**”) from and against all Losses and Claims arising from, ~~out of, or~~ in connection with ~~or arising out of,~~ any threatened or actual third-party claim that the Services or the Exchange Systems, or Member’s use thereof, infringes or misappropriates any copyright, patent, trademark, trade secret, or other intellectual property right of a third party; provided that: (i) Member notifies the Exchange in writing of any ~~claim, action, proceeding or allegation~~ such Losses and Claims; (ii) the Exchange shall have sole control of the defence and settlement of any such ~~claim, action, proceeding or allegation~~ Losses and Claims; and (iii) Member co-operates with the Exchange to facilitate the defence or settlement of such ~~claim, action, proceeding or allegation~~ Losses and Claims. Failure by Member to promptly notify the Exchange of any ~~claim, action, proceeding or allegation~~ Losses and Claims shall not relieve the Exchange of its indemnification obligations hereunder except to the extent that such failure prejudices the rights of the Exchange or results in additional liabilities, obligations, expenses, or costs to the Exchange.
- (b) Process. Upon request by Member, the Exchange shall inform Member of the status of any ~~claim, action, proceeding, settlement~~ Losses and Claims, or negotiations ~~relating thereto~~. The Exchange, in defending any ~~such claim, action, proceeding or allegation~~ Losses and Claims, shall not, without the written consent of Member, consent to the entry of any judgment or enter into any settlement which: (i) does not include, as an unconditional term, the grant by the claimant to Member of a release of all liabilities in respect of such ~~claim, action, proceeding or allegation~~ Losses and Claims; and (ii) subjects Member to any obligation in addition to those set forth herein.
- (c) Exclusions. The Exchange shall have no obligation to indemnify, defend, or hold harmless a Member Indemnified Party for any and all Losses and Claims imposed on, incurred by, or asserted against such Member Indemnified Party as a result of any allegation of infringement or misappropriation: (i) if the Services or the Exchange Systems have not been accessed or used in accordance with this Member Agreement, which resulted in such infringement or misappropriation; (ii) if any Member Indemnified Party uses the Services or the Exchange Systems after the Exchange notifies Member of an infringement claim; (iii) if the infringement or misappropriation claim, action, proceeding, or allegation is the result of the combination, operation, or use of the Services or the Exchange Systems as furnished by the Exchange with hardware, software, or materials other than those provided by the Exchange; or (iv) in relation to Member’s Originating Transaction Data.
- (d) Remedies. In the event of a ~~claim, action, proceeding or allegation of~~ Losses and Claims relating to the infringement or misappropriation of any third-party intellectual property right as contemplated in section 18(a) or if, in the Exchange’s reasonable opinion, such ~~claim, action, proceeding or allegation is~~ Losses and Claims are likely to occur or the use of Services or access or use of the Exchange Systems is enjoined because of any such infringement or misappropriation, the Exchange may, at its sole option and expense: (i) procure for Member the right to continue

using the Services and the Exchange Systems without infringement or misappropriation; (ii) replace or modify that portion of the Services or the Exchange Systems, as the case may be, to be non-infringing and require the return of the potentially infringing or misappropriating items, if applicable, without liability to Member or any other Person; or (iii) terminate this Member Agreement immediately without liability to Member (other than indemnification by the Exchange in accordance with this section) or any other Person.

- (e) Exclusivity. This section ~~18~~18 sets forth the entire liability of the Exchange and the exclusive remedy of Member in respect of any infringement or misappropriation of any intellectual property right of a third party by the Exchange.

## 19. Term and Termination

- (a) Term. This Member Agreement will continue until terminated pursuant to the terms hereof.
- (b) Termination with Notice. The Exchange or Member may terminate this Member Agreement by giving not less than 30 days' advance notice to the other party. The Exchange may postpone the effective date of such termination if Member: (i) is the subject of disciplinary proceedings or is under investigation for failure to comply with Exchange Requirements; or (ii) has any trades outstanding.
- (c) Termination by the Exchange without Notice. The Exchange may terminate this Member Agreement by giving not less than five days' advance notice to Member if the Exchange has concluded, after reasonable investigation, that Member is: (i) not in compliance with Exchange Requirements; or (ii) engaged in ~~conduct, business or affairs~~conduct that is unbecoming ~~or is~~, inconsistent with just and equitable principles of trade, or detrimental to the public interest or the interests of the Exchange.
- (d) Effect of Termination. ~~Upon~~Subject to section 19(e), upon termination of this Member Agreement for any reason, all rights granted to Member hereunder will cease. If the Exchange or Member terminates this Member Agreement, immediately following the effective date of termination, Member shall: (i) permit the Exchange to immediately remove Member's access to the Services and the Exchange Systems; and (ii) return or destroy all materials provided by the Exchange pursuant to this Member Agreement relating to the Services and the Exchange Systems, except where the retention of such materials is required by law or pursuant to the Exchange Requirements.
- (e) Survival. Sections 4, 9, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 26, 28, 29, 30, 31, 34, and 35 shall survive the expiration or termination of this Member Agreement. In no event will expiration or termination of this Member Agreement relieve Member of: (i) any obligations, including the obligation to pay all fees and other amounts, incurred up to the expiration or termination or through use of the Services or access or connection to the Exchange Systems; or (ii) any obligations to complete or implement any transaction entered into before such termination or arising from or accruing from authorized activities of Member up to the effective time of expiration or termination.



## 20. Dispute Resolution

- (a) Appeal to the Exchange Board. In the event of any dispute between Member and the Exchange which is not resolved to the satisfaction of Member, Member may appeal to the Exchange's Board in accordance with Part XIV of the Trading Policies.
- (b) Referral to Regulatory Authority or Arbitration. If Member refuses to accept or comply with any Decision of the Exchange's Board, Member may give notice (a "**Dispute Referral Notice**") to the Exchange of Member's intention to refer the dispute to the securities regulatory authority having competent jurisdiction or to final binding arbitration in accordance with this section 20:20. Member shall deliver the Dispute Referral Notice to the Exchange within 10 days after delivery of the Decision of the Exchange's Board. If Member fails to deliver the Dispute Referral Notice to the Exchange within such time period, Member will be deemed to have accepted, and shall comply with, and the Exchange shall be entitled to enforce, the Decision of the Exchange's Board.
- (c) Arbitration - General. The arbitration shall be conducted in Toronto, Ontario (with appropriate teleconferencing facilities being made available to Member if attendance in person is unduly onerous), in English, and in accordance with the *Arbitrations Act, 1991* (Ontario). All disputes referred to arbitration shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The arbitration shall be conducted before a single arbitrator, who shall be qualified and knowledgeable in the subject matter of the dispute, impartial, and independent of Member and the Exchange. Absent an award to the contrary, the fees and expenses of the arbitration shall be shared and paid by the Exchange and Member equally. In the event of any dispute relating to any of Member's orders, trades, messages, or ~~other transactions~~ executed instructions carried out through use of the Services or access or use of the Exchange Systems, the electronic records of the Exchange will be, in the absence of evidence to the contrary, proof of such orders, trades, messages, or ~~transactions~~ instructions.
- (d) Appointment of Arbitrator. If Member refers the dispute to arbitration, the Dispute Referral Notice shall include the name of three qualified individuals whom Member is prepared to appoint as arbitrator. Within 10 days of receipt of a Dispute Referral Notice referring a dispute to arbitration, the Exchange will, by notice to Member: (i) agree to the appointment of one of the three individuals named by Member in the Dispute Referral Notice; or (ii) apply to the Ontario Superior Court of Justice for the appointment of a sole arbitrator. If the Exchange fails to otherwise notify Member within such 10-day period, Member may apply to the Ontario Superior Court of Justice for the appointment of a sole arbitrator.
- (e) Arbitration Procedures. Within 20 business days following the appointment of the arbitrator, Member shall deliver to the Exchange and the arbitrator a statement (a "**Complaint**") concisely setting forth the facts and law upon which it relies and the relief or remedy sought. Within 20 business days following receipt of the Complaint, the Exchange shall deliver to Member and the arbitrator a response (an "**Answer**") to the Complaint concisely setting forth its position and the facts and law upon which it relies supporting the Decision. If the Exchange fails to deliver an Answer within such 20-business day period, the Exchange shall be deemed to have admitted the allegations of fact alleged in the Complaint and have accepted Member's entitlement to the relief and remedy set out in the Complaint. Within 10 business days after receipt of the Answer, Member may deliver to the Exchange and the arbitrator a reply to the Answer concisely setting forth its response, if any, to the Answer. Within 10 business days after the later of: (i) delivery of the Answer by the Exchange; and (ii) delivery of any reply to the Answer by Member, in either case, Member



or the Exchange may, upon notice to the other party and the arbitrator, request the arbitrator to give directions and make any order which is, in the discretion of the arbitrator, reasonable regarding any procedural matters which properly should be resolved before the arbitrator proceeds further, including, without limitation, the amendment of any pleadings, the production of documents and the need for examinations for discovery, either by way of oral examination or written interrogatories, and a determination as to the manner in which evidence shall be presented to the arbitrator. In making any order or giving any direction in respect of any procedural matter, the arbitrator may impose such terms as are reasonable in order to ensure the completion of the arbitration in a timely manner. If neither the Exchange nor Member requests directions as provided above, within an additional 10 business days, the arbitrator shall give directions regarding the further procedural steps in the arbitration, including any production of documents, any examinations for discovery, and the time and place of the first hearing. Member and the Exchange shall be present at each hearing and shall produce, in advance of the first hearing, any and all records, books, documents, and papers respect the subject matter of the dispute that they intend to show to witnesses or otherwise rely upon in the arbitration. Each of Member and the Exchange shall have an opportunity to make oral submissions to the arbitrator.

- (f) Award. The arbitrator shall have the authority to award any remedy or relief that a court or judge of the Ontario Superior Court of Justice or a securities regulatory authority having competent jurisdiction could order or grant. Unless the time for making an award is extended by agreement of Member and the Exchange or by court order, the arbitrator shall make an award within 20 ~~Business Days~~ business days after completion of any hearing or other final ~~procedure~~ procedural step in which evidence or argument is provided to the arbitrator. The award shall be in writing and shall state the reasons on which it is based. The award may include an award of costs, including reasonable legal fees and disbursements, and fees and expenses of the arbitrator. Executed copies of all awards shall be delivered by the arbitrator to Member and the Exchange as soon as is reasonably possible. The award shall be final and binding on the parties. The arbitration shall be kept confidential, and the existence of the proceeding and any element of it (including pleadings or awards) shall be kept confidential, except as disclosure may be required by applicable law or self-regulatory organizations or for enforcement purposes.
- (g) Extension of Time Periods. The time limits referred to in this section ~~2020~~ may be extended by agreement of Member and the Exchange.

## 21. Notices

- (a) Excluding notices that the Exchange, in accordance with the express terms of this Member Agreement, may provide to ~~members generally, whether posted~~ Member by posting such notices to the Exchange's website or otherwise, all notices and other communications required or permitted to be given under this Member Agreement shall be in writing and shall be delivered to the addressee: (i) in person; (ii) by registered or certified mail; (iii) by courier service; or ~~(iiiiv)~~ by confirmed facsimile or by electronic form delivery in a manner that is accessible by the addressee so as to be usable for subsequent reference and capable of being retained by the addressee ~~(e.g., email).~~
- (b) Any notice or communication to Member under this Member Agreement shall be sent to Member's last head office address or email address as shown in the Exchange's records.

- (c) Any notice or communication to the Exchange under this Member Agreement shall be sent ~~to:~~

~~Neo Exchange~~ *If by mail or courier service, to:*

Cboe Canada Inc.  
65 Queen Street West, Suite 1900  
Toronto, Ontario M5H 2M5  
Attention: Legal  
Email: NEO.Legal@cboe.com

*If by electronic delivery, to:*

Email: CboeCanadaLegal@cboe.com

- (d) A notice or communication required or permitted to be given under this Member Agreement shall be effective at the time the delivery is made if the notice or communication is delivered personally, by courier service or by ~~facsimile or other~~ electronic ~~form~~ delivery; or four days after the day the notice or communication is deposited in the mail if the notice or communication is ~~sendsent~~ sent by registered or certified mail. Despite the foregoing, if any such effective day is not a Business Day ~~business day~~, the notice or communication is not effective until the next Business Day ~~business day~~.

- (e) The Exchange or Member may, from time to time, change its address or email address by notice to the other party given in accordance with the provisions of this section.

~~(f) The Exchange and Member consent to the use of electronic means for the delivery of all notices and other communications required or permitted to be given under this Member Agreement for purposes of administering this Member Agreement.~~

**22. Related Registrants.** Member acknowledges that individuals who are members of the Exchange's Board may be employees, officers, directors, or partners of registrants under applicable Ontario and other securities laws; that are members of the Exchange or affiliates thereof. The Exchange has developed policies and procedures to address real ~~or~~ and perceived ~~conflicts of interest arising as a result of any real, perceived or potential~~ conflicts of interest that may arise as a result of such relationships.

### 23. Information Provided

- (a) Member will promptly furnish to the Exchange such additional information and documentation as may be requested from time to time by the Exchange; and
- (b) Member warrants and represents that all information contained herein and attached as Schedule A, and all other information provided to or to be provided to, and statements made to, the Exchange is, or will be at the time made, current, true, and complete, and will be updated in a timely manner, as applicable.

**24. Assignment.** Member's license to use the Services and to access and use the Exchange Systems during the term of this Member Agreement is personal, non-exclusive, and non-transferable. Member shall not assign, delegate, or otherwise transfer this Member Agreement or any of its rights or obligations hereunder without the Exchange's prior approval. The Exchange may, upon notice to Member (which notice may be provided by way of a notice ~~to members generally and~~ posted to the Exchange's website

or sent to members by electronic delivery), assign or transfer this Member Agreement or any of its rights or obligations hereunder to another Person that is controlled by the Exchange, controls the Exchange, or is under common control with the Exchange.

- 25. Force Majeure.** Neither party will be liable for delay or failure to perform its obligations under this Member Agreement (other than failure to pay fees and other amounts when due) caused by an event that is beyond the party's control; provided, however, that such party will not have contributed in any way to such event and the other party shall be excused from performing its obligations under this Member Agreement (other than the payment of fees and other amounts when due) to the extent such party's obligations relate to the obligations of the first party that cannot be performed.
- 26. Severability.** Each provision of this Member Agreement is intended to be severable. If any provision of this Member Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, the illegality, invalidity, or unenforceability of that provision will not affect: (i) the legality, validity, or enforceability of the remaining provisions of this Member Agreement; or (ii) the legality, validity, or enforceability of that provision in any other jurisdiction.
- 27. Amendments.** The Exchange may, subject to receipt of all required approvals including those of the applicable securities regulatory authorities, amend any term ~~or condition~~ of this Member Agreement ~~and the Trading Policies~~ on 45 days' notice to Member (by way of a notice to members posted on the Exchange's website or sent by circulating a member notice electronic delivery to all members). Member hereby agrees that any use of the Services or access or use of the Exchange Systems by Member after the expiration of the notice period shall be deemed acceptance by Member of the amendment. Member may not alter any terms or conditions of this Member Agreement, and no modification to this Member Agreement proposed by Member will be effective or binding on the Exchange, unless in writing and signed by an authorized representative of the Exchange. The Exchange confirms that the terms offered to Member under this Member Agreement are no less favourable than any terms currently agreed to or that will be agreed to by the Exchange with any other member.
- 28. Waivers.** A waiver of any provision of this Member Agreement will not be effective unless in writing and signed by the other party, and then such waiver shall be limited to the circumstances set forth in such written waiver. No failure or delay of a party in exercising any right, power, or remedy shall operate as a waiver nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 29. Persons Bound.** This Member Agreement is binding upon the parties and their respective successors and permitted assigns. Except as provided under sections ~~17 and 18, 17 and 18~~, nothing in this Member Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.
- 30. Governing Law.** This Member Agreement and all other documents contemplated by or delivered in connection with this Member Agreement will be governed by and construed in accordance with the laws of the Provinces of Ontario and the federal laws of Canada applicable therein (without regard to conflicts of law principles that would impose the laws of another jurisdiction). For all matters not subject to section ~~2020~~ (Dispute Resolution), the parties unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

- 31. Currency.** Unless otherwise specified, all references to dollar amounts (without further description) in a fee schedule or any other document prepared by the Exchange are to the currency of Canada and all calculations and payments are to be made in the currency of Canada.
- 32. Further Assurances.** Member shall promptly do, make, execute, deliver, or cause to be done, made, executed, or delivered, all such further acts, documents, and things as the Exchange may reasonably require from time to time for the purpose of giving effect to this Member Agreement and shall use reasonable efforts and take all steps as may be reasonably within its power to implement to their full extent the provisions of this Member Agreement.
- 33. Time of the Essence.** Time is of the essence in all respects of this Member Agreement.
- 34. Entire Agreement.** This Member Agreement (including the documents and instruments referred to herein) and the Exchange Requirements constitute the entire agreement between the Exchange and Member with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties, or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof.
- 35. Language.** ~~The parties confirm that it is their wish that this Member Agreement be written in the English language only. Les parties confirment leur volonté que la présente membre convention soit rédigée en anglais seulement.~~ To the extent that Member is a resident of the Province of Québec, a French-language version of this Member Agreement was provided to Member along with this English-language version of the Member Agreement, and the parties confirm that it is their wish to be bound by the English-language version of this Member Agreement only. Dans la mesure où le membre est un résident de la Province du Québec, une version de langue française de ce contrat a été remise au membre en même temps que la présente version de langue anglaise de ce contrat, et les parties confirment leur volonté d'être liées seulement par la présente version de langue anglaise de ce contrat.
- 36. Counterparts, etc.** This Member Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument and may be delivered by facsimile or e-mail transmission of a Portable Document Format (PDF) file.

[INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Member Agreement to be executed by their authorized officers.

\_\_\_\_\_  
(Name of Applicant/Member - please print)

By: \_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Name of Signatory – please print)

\_\_\_\_\_  
(Title – please print)

~~NEO-EXCHANGE~~**CBOE CANADA INC.**

By: \_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Name of Signatory – please print)

\_\_\_\_\_  
(Title – please print)

For any Member requiring a second signature:

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
Title (please print)

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

**SCHEDULE A**  
**INFORMATION FORM**

<b>I. GENERAL</b>		
Legal Name of Applicant		
Broker Number	CUID(s)	Sub ID
Type of Organization <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other, please specify:		
Address of Head Office		
Business Continuity Address		
Phone No.	Fax No.	
Principal business activities	DEA Clients <input type="checkbox"/> YES <input type="checkbox"/> NO	
Applicant is seeking to access the following: <input type="checkbox"/> NEO-L <input type="checkbox"/> NEO-N <input type="checkbox"/> NEO-D <input type="checkbox"/> Crossing Facility <input checked="" type="checkbox"/> MATCHNow		
Membership Fee Option – see Fee Schedule <input type="checkbox"/> Option A (fixed monthly fee) <input type="checkbox"/> Option B (minimum trading fee)		
Will Applicant apply to be a Designated Market Maker? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, please request and complete the Designated Market Maker Agreement		
Independent Software Vendor (ISV) (if more than one, please use an attachment)		
Data Vendor (if more than one, please use an attachment)		
<b>AUTHORIZED REPRESENTATIVE(S)</b> (Senior Officer, Director, or Partner)		
Primary Contact Name and Title	Secondary Contact Name and Title	
Email	Email	
Phone No.	Phone No.	



<b>TRADING CONTACTS</b>			
(If more than two, please use an attachment)			
Primary Contact Name and Title		Secondary Contact Name and Title	
Email		Email	
Phone No.		Phone No.	
<b>ACCOUNTING / BILLING CONTACTS</b>			
Primary Contact Name and Title		Secondary Contact Name and Title	
Email		Email	
Phone No.		Phone No.	
<b>COMPLIANCE CONTACTS</b>			
Primary Contact Name and Title		Secondary Contact Name and Title	
Email		Email	
Phone No.		Phone No.	
<b>BACK OFFICE CONTACTS</b>			
Primary Contact Name and Title		Secondary Contact Name and Title	
Email		Email	
Phone No.		Phone No.	
<b>LEGAL CONTACTS</b>			
Primary Contact Name and Title		Secondary Contact Name and Title	
Email		Email	
Phone No.		Phone No.	
<b>INCIDENT NOTIFICATION CONTACTS</b>			
Primary Contact Name and Title		Secondary Contact Name and Title	
Email		Email	
(Trading Hours) Phone No.	(Non-Trading Hours) Phone No.	(Trading Hours) Phone No.	(Non-Trading Hours) Phone No.

TECHNICAL / SERVICE DESK CONTACTS			
Primary Contact Name and Title		Secondary Contact Name and Title	
Email		Email	
(Trading Hours) Phone No.	(Non-Trading Hours) Phone No.	(Trading Hours) Phone No.	(Non-Trading Hours) Phone No.
INCIDENT RESOLUTION CONTACTS			
Primary Contact Name and Title		Secondary Contact Name and Title	
Email		Email	
(Trading Hours) Phone No.	(Non-Trading Hours) Phone No.	(Trading Hours) Phone No.	(Non-Trading Hours) Phone No.

<del>CUSTOMER AUTHORIZATION</del> <u>ACCESS VENDOR INFORMATION</u>			
<u>Access Vendor(s):</u>			
<u>Authorized Traders:</u>			
<u>Name</u>	<u>Phone</u>	<u>Email</u>	<u>Trader ID#</u>

**ACCOUNT ADMINISTRATORS**

A Member that uses MATCHNow must designate an Account Administrator who will be authorized to grant permission and trader access within the Cboe Customer Web Portal. More than one Account Administrator may be designated and there is not a maximum number of Account Administrators allowed per Member. Account Administrators will be able to grant access to tools within the Cboe Customer Web Portal including, but not limited to: historical market data subscriptions; logical port request, modify, or delete forms; physical connection request or delete forms; and invoices and billing files.

<u>Name:</u>	<u>Title:</u>	<u>NRD#</u>
<u>Phone:</u>	<u>Email:</u>	
<u>Name:</u>	<u>Title:</u>	<u>NRD#</u>
<u>Phone:</u>	<u>Email:</u>	

**CLIENT AUTHORIZATION**

Signature	Date
Name and Title	

**II. APPROVED TRADER IDs AND IDENTIFICATION OF RETAIL AND NEO TRADER QUALIFIED IDs**

**INSTRUCTIONS:**

- (1) If there is insufficient space, please use an attachment.
- (2) If the address of any Approved Trader listed below or on the attachment, if any, is different from the head office of the Applicant provided above, please include the address(es) for the relevant Approved Trader(s) on an attachment.
- (3) If the Applicant is connecting through more than one ISV, please provide the Approved Trader IDs for each ISV on a separate attachment.
- (4) See Part III for Trader IDs assigned to DEA clients.
- (5) See section 6 of the Member Agreement regarding the qualification of Retail Customer and NEO Trader™ IDs.
- (6) Please attach a copy of your order entry business structure.

Trader ID	Name	Trader ID	Name
Trading Division	Email	Trading Division	Email
Phone No.	CUID	Phone No.	CUID
Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES	Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES
Trader ID	Name	Trader ID	Name
Trading Division	Email	Trading Division	Email
Phone No.	CUID	Phone No.	CUID
Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES	Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES
Trader ID	Name	Trader ID	Name
Trading Division	Email	Trading Division	Email
Phone No.	CUID	Phone No.	CUID
Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES	Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES
Trader ID	Name	Trader ID	Name
Trading Division	Email	Trading Division	Email
Phone No.	CUID	Phone No.	CUID
Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES	Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES

**III. DEA CLIENT**

INSTRUCTIONS:

(+) If there is insufficient space, please use an attachment.

<b>Name of DEA Client</b>	<b>DEA Identifier</b>	<b>Name of DEA Client</b>	<b>DEA Identifier</b>
Trader ID	Name	Trader ID	Name
Trading Division	Email	Trading Division	Email
Phone No.	CUID	Phone No.	CUID
Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES	Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES
<b>Name of DEA Client</b>	<b>DEA Identifier</b>	<b>Name of DEA Client</b>	<b>DEA Identifier</b>
Trader ID	Name	Trader ID	Name
Trading Division	Email	Trading Division	Email
Phone No.	CUID	Phone No.	CUID
Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES	Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES
<b>Name of DEA Client</b>	<b>DEA Identifier</b>	<b>Name of DEA Client</b>	<b>DEA Identifier</b>
Trader ID	Name	Trader ID	Name
Trading Division	Email	Trading Division	Email
Phone No.	CUID	Phone No.	CUID
Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES	Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES
<b>Name of DEA Client</b>	<b>DEA Identifier</b>	<b>Name of DEA Client</b>	<b>DEA Identifier</b>
Trader ID	Name	Trader ID	Name
Trading Division	Email	Trading Division	Email
Phone No.	CUID	Phone No.	CUID
Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES	Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader™ <input type="checkbox"/> YES

Name of DEA Client	DEA Identifier	Name of DEA Client	DEA Identifier
Trader ID	Name	Trader ID	Name
Trading Division	Email	Trading Division	Email
Phone No.	CUID	Phone No.	CUID
Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader <input type="checkbox"/> YES	Approved for Retail <input type="checkbox"/> YES	Approved for NEO Trader <input type="checkbox"/> YES



**SCHEDULE B**

**CDS FEE COLLECTION AUTHORIZATION AND INFORMATION FORM**

For fees to be collected by the Exchange through CDS Clearing and Depository Services Inc. (“CDS”), a member must either:

- (a) be a CDS participant with a valid CUID; or
- (b) have established an introducing-carrying broker relationship with a CDS participant with a valid CUID.

**Complete Part A or Part B, as applicable.**

**Part A – CDS Participant with a Valid CUID:**

The Exchange shall provide CDS with instructions detailing the total amount to be collected from Member for each monthly collection cycle. Instructions will be provided to CDS on or before the fourth business day of each month. Fees shall be remitted to the Exchange from CDS on behalf of Member on the 10<sup>th</sup> business day of every month.

<b>AUTHORIZATION TO COLLECT FEES THROUGH CDS</b>	
Member certifies that the information and statements contained herein for the purpose of fee collection through CDS is current, true and complete.	
Name of Member	CUID(s)
Signature	Date
Name of Signatory	Title of Signatory

**[Part B appears on the following page]**

**Part B – Introducing/Carrying Broker Relationship with a CDS Participant with a Valid CUID:**

The Exchange shall provide CDS with instructions detailing the total amount to be collected from \_\_\_\_\_ (Member’s Carrying Broker) for each monthly collection cycle. Instructions will be provided to CDS on or before the fourth business day of each month. Fees shall be remitted to the Exchange from CDS on behalf of Member on the 10<sup>th</sup> business day of every month.

<b>AUTHORIZATION TO COLLECT FEES THROUGH CDS VIA CARRYING BROKER</b>	
Member certifies that the information and statements contained herein for the purpose of fee collection through CDS via a carrying broker is current, true, and complete.	
Name of Member	CUID(s)
Signature	Date
Name of Signatory	Title of Signatory
<b>CARRYING BROKER AUTHORIZATION TO COLLECT FEES THROUGH CDS ON BEHALF OF MEMBER</b>	
Carrying Broker certifies that the information and statements contained below for the purpose of fee collection through CDS via a carrying broker is current, true, and complete.	
Name of Carrying Broker	CUID(s)
Signature	Date
Name of Signatory	Title of Signatory