

NYSE Pillar

Access Provider Connection Agreement

Floor Broker Services Addendum

User, as identified below, has already entered into an Access Provider Connection Agreement (“Connection Agreement”) with at least one NYSE Entity. User is aware that NYSE rules specify certain trading activity (such as, but not limited to, activity related to usage of Floor Broker-specific order types and access to Auction Imbalance Information) that is available only to Floor Brokers when they are physically present on the Trading Floor (as defined below) (this activity, the “Floor Restricted Activity”). User would like to provide connectivity for Floor Brokers who may utilize that connectivity to engage in or in connection with Floor Restricted Activity and therefore agrees to the additional restrictions set forth herein. This Addendum incorporates all the terms and conditions of the Connection Agreement, located at www.nyse.com, as amended from time to time in accordance with the terms of the Connection Agreement.

Name of Applicant Access Provider (User): _____

CRD # (if applicable): _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Title: _____

Phone: _____ E-mail: _____

I. Definitions

1. “Floor Broker” means a natural person associated with a Member Organization who has been approved by NYSE and designated by a Member Organization to effect transactions on the Trading Floor.
2. “Floor Broker FBA” means computerized or electronic algorithms and related services made available to Member Organizations.
3. “Floor Broker OMS” means an order management system made available to Member Organizations.
4. “Member Organization” means a registered broker or dealer approved by NYSE pursuant to NYSE Rule 311 and that is authorized to designate an associated natural person to effect transactions on the Trading Floor.
5. “NYSE” means New York Stock Exchange LLC.
6. “Order Representation” means the act of introducing orders to, modifying, cancelling, or resting orders on NYSE’s matching facility.
7. “Point of Presence” or “PoP” means verification that a Floor Broker is physically present on the Trading Floor.
8. “Trading Floor” has the meaning specified in NYSE Rule 6A.

II. Providing Connectivity as: ☐ Floor Broker OMS (Note: Section III does not apply to OMS)

1. **Access to Floor Restricted Activity.** User acknowledges that the following requirements must be satisfied in order to grant access to Floor Restricted Activity:
 - a. connectivity provided by the User will allow Floor Restricted Activity to be made available only to Floor Brokers who are physically located on the Trading Floor, and User will implement policies and procedures reasonably designed to ensure that Floor Restricted Activity is not otherwise made available;
 - b. User’s order management system must validate Floor Broker PoP prior to enabling or permitting access to Floor Restricted Activity;
 - c. User must log PoP events in the audit trail as specified in the “Authentication, Authorization & Audit Trail Requirements” section of this Addendum; and
 - d. User must prevent Floor Brokers from engaging in Order Representation when PoP is not valid or has become inactive. This includes, but is not limited to:
 - i prohibiting the submission of new orders under that Floor Broker’s badge number; and
 - ii cancelling all open orders submitted to NYSE under that Floor Broker’s badge number.

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2. User represents and warrants that it has implemented controls reasonably designed to ensure that:
 - a. Floor Brokers utilizing connectivity provided by the User can engage in Floor Restricted Activity consistent with applicable NYSE, FINRA, or federal securities law requirements, including, but not limited to:
 - i NYSE Rules 95, 122, 123, 134, 411, and 6800 Series (Consolidated Audit Trail Compliance);
 - ii FINRA Rule 5320; and
 - iii applicable federal securities laws and regulations, including that the member organization that has designated a Floor Broker to effect transactions on the Trading Floor and connects via the User to engage in Floor Restricted Activity is the broker or dealer with market access responsible for compliance with SEC Rule 15c3-5.
3. **Authentication, Authorization & Audit Trail Requirements.** User shall ensure that it has implemented the following systemic controls for all Floor Restricted Activity effected through or in connection with connectivity it provides to Floor Brokers:
 - a. unique user accounts for each Floor Broker;
 - b. multifactor authentication to validate the Floor Broker's identity and prevent credential sharing;
 - c. Floor Broker session inactivity timeout;
 - d. all actions taken by a Floor Broker's account must be logged in an audit trail that is provided to the relevant Floor Broker in a form and manner such that it can be retained pursuant to Floor Broker books and records retention requirements;
 - e. the audit trail log must record all authentication and authorization attempts, all log out or inactivity timeouts, and sufficient information to evidence that the Floor Broker was physically present on the Trading Floor;
 - f. upon NYSE request, User must provide the audit trail to NYSE in a form and manner acceptable to NYSE; and
 - g. User must submit daily, in a form and manner acceptable to NYSE, a daily file tracking the granting and removing of entitlements for Floor Restricted Activity to NYSE's regulation group and to each relevant Floor Broker.
4. **Access to the Auction Imbalance Information**
 - a. User understands that pursuant to NYSE Rule 7.35B(e)(1)(B), NYSE makes available specified Auction Imbalance Information to Floor Brokers beginning two hours before the end of Core Trading Hours (as defined in the NYSE Rules). That Rule imposes certain restrictions on the distribution and availability of such Auction Imbalance Information, including, but not limited to, when and under what circumstances such Auction Imbalance Information will be made available to Floor Brokers and that such Auction Imbalance Information will be provided for display purposes only. User agrees that should it make available such Auction Imbalance Information to Floor Brokers, it will do so in a manner consistent with NYSE Rule 7.35B(e)(1)(B).
 - b. Auction Imbalance Information will be provisioned directly to the User, or to a User-designated service vendor, once the appropriate market data agreement is signed. Failure to comply with the restrictions set forth in the market data agreement may, among other things, result in User's access to the Auction Imbalance Information being terminated.
 - c. User may provide the ability for a Floor Broker firm to download or copy information from the Auction Imbalance Information once every 30 minutes starting at 2:00pm EST and ending at 4:00pm EST in accordance with the requirements of NYSE Rule 7.35B(e)(1)(B) but must not allow programmatic access to the Auction Imbalance Information.
5. **Attestation Requirements**
 - a. User must submit a written attestation to NYSE documenting how it implements the requirements set forth in this Addendum for NYSE review and approval. Such review and approval must be complete prior to the provisioning of NYSE order entry sessions. NYSE approval of User's order management system is limited to affirming that system's adherence to these requirements, and the usage of an approved order management system does not, in and of itself, demonstrate that a Floor Broker is necessarily in compliance with NYSE rules.
 - b. User must file a new written attestation with NYSE at least annually to reconfirm the controls in place, or upon making a material change to the controls in the User's latest approved attestation. User must seek NYSE approval of any such changes to these controls prior to production implementation. Failure to do so may result in termination or suspension of order entry ports or access to Auction Imbalance Information.
 - c. User must make latest version of the NYSE-approved attestation available to Floor Brokers.

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III. Providing Connectivity as: ☐ **Floor Broker FBA (Note: Section II does not apply to FBA)**

1. Any Floor Broker FBA provided by a User that is not a broker-dealer must only use a PILLAR FBA session for orders received by an OMS Provider that has a valid Floor Broker Services Addendum in place.
2. Any Floor Broker FBA provided by a User that is a broker-dealer (whether a Member Organization or not) shall not use a PILLAR FBA session. Users that are broker-dealers shall ensure the clearing firm for their FBA designated MPID is a clearing Member Organization of NYSE and a clearing agency that is a member of the National Securities Clearing Corporation.

IV. Requirements Applicable to OMS and FBA

3. If the User is: i) an OMS; or ii) an FBA that is not a broker-dealer, User represents and warrants that it has established controls reasonably designed for:
 - a. A User or Floor Brokers utilizing connectivity provided by the User will not utilize that connectivity to route an order to the NYSE from a Floor Broker while an order routed by the User to the NYSE from another Floor Broker on behalf of the same principal, in the same symbol, on the same side, at the same price is resting on the NYSE. For purposes of this provision, orders from a single customer Member Organization are presumed not to be for the account of the same principal if the customer Member Organization maintains Independent Units (as that term is defined in NYSE Rule 122) and the orders are from Independent Units. An order is considered resting on the NYSE until the User receives an acknowledgment of either a cancellation or execution of such order; and
 - b. For intraday trading, User or Floor Brokers utilizing connectivity provided by the User, will not utilize that connectivity to submit a buy-side (sell-side) order on the NYSE while there is a resting sell-side (buy-side) order on the NYSE for the same symbol for the same principal.
4. User agrees that at any point during the term of this Agreement and for one (1) year thereafter, NYSE may audit User's compliance with the requirements of this Addendum.

V. Amendment

1. For the avoidance of doubt, NYSE may amend this Addendum in accordance with the procedures for amending the Connection Agreement in Section 6 of the Connection Agreement.

The parties have executed this Addendum by their duly authorized representatives.

Accepted on behalf of User:

(Access Provider Name)

By (signature): _____

Name: _____

Title: _____

E-mail: _____

Date: _____

Accepted on behalf of NYSE:

(Entity)

By (signature): _____

Name: _____

Title: _____

E-mail: CRS@nyse.com

Date: _____

Please return completed form to Client Relationship Services at CRS@nyse.com