# Cboe Fixed Income Markets, LLC Participant Application

To become a Participant of Cboe Fixed Income Markets, LLC ("<u>Cboe Fixed Income Markets</u>") an applicant must complete and submit all materials listed on the Application Checklist below via email to <u>MembershipServices@cboe.com</u>.

**Applicants are required to answer** <u>every</u> <u>question and provide the requested information in</u> **each field.** Applicants may answer not applicable ("<u>N/A</u>") where appropriate. For all areas requesting a CRD #, Applicants are required to provide an ID number or mark N/A. Applicants are required to update any information submitted in this Application when and if it becomes inaccurate or incomplete while this Application is pending. All documents must be in English.

PARTICIPANT APPLICATION CHECKLIST
Items required for application approval:
Completed Participant Application
☐ IRS Form W-9, W-8, or VAT/GST ID (if applicable)
Standing Settlement Instructions
SEC Broker-Dealer Registration Application (Form BD), <i>if not available on FINRA's Web CRD</i> , or a Form G-FIN, as applicable
☐ A Form U-4 (or G-FIN-4, as applicable) for each Direct Owner, Executive Officer or Control Person that is required to be disclosed on Schedule A of Form BD, <i>if not available</i>

**Note**: All Application materials sent to Cboe Fixed Income Markets will be reviewed for completeness prior to onboarding.

Cboe Fixed Income Markets may request applicants to submit documentation in addition to what is listed in the Application Checklist during the Application review process, including an applicant's organizational documents (e.g., Articles of Incorporation and Bylaws; Partnership Registration Certificate; Limited Liability Company Operating Agreement and Registration Certificate, or equivalent documentation).

If you have questions on completing this Application, please direct them to Membership Services at MembershipServices@cboe.com or 913.815.7002.

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GENERAL INFORMATION					
Legal Name of Applicant:			MPID:		
CRD #:	LEI: F		FICC Me	FICC Member # (e.g., 9XXX):	
Address of Principal Office:					
City:		State/Province:		Zip/Mail Code:	
Country:					
BILLING ADDRESS					
Address of Billing Office:					
City:		State:		Zip:	
BUSINESS CONTACT		BILLING CONTACT			
Name:		Name:			
Title:		Title:			
CRD#	OR N/A	CRD#		OR N/A	
Email <sup>1</sup> :		Email:			
Phone:		Phone:			
COMPLIANCE CONTACT		REGULATORY CONTACT			
Name:		Name:			
Title:		Title:			
CRD #:	OR N/A	CRD #:		OR N/A	
Email:		Email:			
Phone:		Phone:			
TRADING CONTACT		TECI	HNICAL	CONTACT	
Name:		Name:			
Title:		Title:			
CRD #:	OR N/A	CRD #:		OR N/A	
Email:		Email:			
Phone:		Phone:			

Updated July 29, 2024

<sup>&</sup>lt;sup>1</sup> For email addresses in this section, if possible, please use distribution email addresses rather than individual email addresses, as they may change over time.

NOTICES			
Legal entity name:			
Business address:			
Business address:			
Attention:			
Email address:			
TYPE of ORGANIZATION			
☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Other:			
Organized under the laws of:   Delaware   Other:			
BROKER-DEALER INFORMATION			
Is the organization registered with the SEC, under Section 15 of the Securities Exchange Act of 1934, as a broker-dealer (BD) through the Central Registration Depository (CRD)?			
• If <b>yes</b> , confirm the organization's CRD and SEC BD # are noted in the General Information section of this Application.			
<ul> <li>If no, the organization must (i) complete Form BD and submit one copy with this Application, or (ii) submit a copy of its Form G-FIN with this Application, as applicable.</li> </ul>			
Name of Applicant's Designated Examining Authority (DEA):  ☐ FINRA ☐ Other:			

# CBOE FIXED INCOME MARKETS, LLC PARTICIPANT AGREEMENT

This Cboe Fixed Income Markets Participant Agreement (the "<u>Agreement</u>") is entered into as of the date listed below (the "<u>Effective Date</u>"), between Cboe Fixed Income Markets, LLC, a company organized under the laws of the State of Delaware ("<u>Cboe Fixed Income Markets</u>" or "<u>Provider</u>") and the <u>Participant</u> (as defined below).

Capitalized terms used herein, but not defined in this Participant Agreement have the meanings set forth to them in the Cboe Fixed Income Markets, LLC Operating Procedures (the "Operating Procedures").

**WHEREAS**, Cboe Fixed Income Markets has developed electronic platform(s) (each a "<u>Platform</u>," as further defined in the Operating Procedures) that allow certain entities to enter Orders into and execute Transactions on the Platform;

**WHEREAS**, the Participant is or has applied to become a Participant on the Platform as set forth below and in the Operating Procedures, and it is a condition of the Operating Procedures that a Participant shall have executed a Participant Agreement, which shall be in full force and effect throughout the duration of the Participant's participation on the Platform; and

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants, and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, it is hereby agreed as follows:

## 1. PARTICIPANT REPRESENTATIONS AND WARRANTIES

The Participant represents and warrants to the Provider that: (i) it has the power and authority to execute, deliver and perform its obligations under this Agreement and the Operating Procedures; (ii) this Agreement constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, or other similar laws affecting or relating to enforcement of creditors' rights generally or general principles of equity; (iii) it is registered with the Securities and Exchange Commission (the "SEC"), under Section 15 of the Securities Exchange Act of 1934, as a broker-dealer, or it has filed Form G-FIN with its appropriate federal banking regulator and is exempt from SEC registration under Section 15C(a)(1)(B) of the Securities Exchange Act of 1934, as applicable; (iv) its trading on the Platform does not and shall not violate any Law; and (v) it is authorized to enter into the Transactions entered into by it through the Platform and each of such Transactions, as confirmed by the Platform, is the legal, valid and binding obligation of the Participant, enforceable against the Participant in accordance with its terms and the terms hereof.

# 2. LICENSE

Provider hereby grants to the Participant, a revocable, non-exclusive, non-transferable license to access and use the Platform, or any relevant part of it, in accordance with this Agreement and the Operating Procedures unless and until such time as the Participant is suspended from the Platform or the Participant's participation on the Platform is otherwise terminated. The Participant is licensed to use the Platform solely for the purpose of entering Orders and executing Transactions on the Platform with other Participants.

## 2. THE PLATFORM

The Platform will reasonably facilitate the Participant to enter into Transactions between the participants of the Platform. The Platform shall have such additional functionality as set forth in the Operating Procedures.

#### 3. OPERATING PROCEDURES

Use of the Platform by the Participant shall be subject to the Operating Procedures and any written guidelines provided by the Provider to the Participant by posting on the Provider's website (which posting shall contain the date of the last revision thereto) as amended from time-to-time by the Provider and posted on the Provider's website, which Operating Procedures are incorporated herein by reference and are part of this Agreement.

### 4. APPLICATION PROCEDURE

An Application for admission to participate on the Platform shall be made by submitting a complete Application including all the information requested on pages 1-3 hereto to Provider at <a href="MembershipServices@cboe.com">MembershipServices@cboe.com</a>. Additional information regarding the Application procedure is contained in the Operating Procedures.

IN WITNESS WHEREOF, the Participant has caused this Participant Agreement to be duly executed as of the day and year first above written.

By <b>:</b>	
(the "Participant")	
Name:	
Title:	
Date:	(the "Fffective Date")