

MX2 Waive-In Membership Application Form

An applicant for membership (“Applicant”) with MX2 LLC (“Exchange”) that is an active member of: (1) MEMX LLC, and (2) the Financial Industry Regulatory Authority (“FINRA”), or a registered national securities exchange other than MEMX LLC, shall, for a temporary 90-day period to be communicated in advance to Exchange applicants, have the option, by submitting this Waive-In Membership Application Form to apply to become a Member of the Exchange.

Applicant must complete this Waive-In Membership Application Form, which should be sent, along with the documents listed below through the Exchange’s User Portal or via email to membership@memx.com. The Exchange may request applicants to submit documentation in addition to what is listed during the application review process, pursuant to Exchange Rule 2.6. If you have questions on completing the application, you may direct them to Membership Services at membership@memx.com or (833) 415-6369. In addition, please refer to the Exchange’s website at www.memxtrading.com for additional information regarding the membership process.

In addition to this Waive-In Application Form, Applicant should submit the following:

- Exchange User Agreement, including Statutory Disqualification Notice
- Clearing Letter of Guarantee if Applicant is not self-clearing
- Routing Agreement if Applicant will use Exchange-provided routing services (optional)

Important: Applicants are required to update any information submitted as part of the application process that becomes inaccurate or incomplete after the submission of this Waive-In Membership Application Form.

All application materials sent to the Exchange will be reviewed for completeness. All applications are deemed confidential and are handled in a secure environment. Applications may, however, be shared with other self-regulatory organizations (e.g., FINRA), as necessary, to evaluate and process the application.

GENERAL INFORMATION	
Date:	CRD #:
Name of Applicant:	
SELF-REGULATORY ORGANIZATION MEMBERSHIPS (check all that apply)	
Applicant is an active member of MEMX LLC (required) <input type="checkbox"/>	
<input type="checkbox"/> BOX Exchange LLC <input type="checkbox"/> Cboe BYX Exchange, Inc. <input type="checkbox"/> Cboe BZX Exchange, Inc. <input type="checkbox"/> Cboe C2 Exchange, Inc. <input type="checkbox"/> Cboe EDGA Exchange, Inc. <input type="checkbox"/> Cboe EDGX Exchange, Inc. <input type="checkbox"/> Cboe Exchange, Inc. <input type="checkbox"/> Financial Industry Regulatory Authority <input type="checkbox"/> Investors Exchange LLC <input type="checkbox"/> Long Term Stock Exchange, Inc. <input type="checkbox"/> Miami International Securities Exchange LLC <input type="checkbox"/> MIAX Emerald, LLC	<input type="checkbox"/> MIAX Pearl, LLC <input type="checkbox"/> Nasdaq BX, Inc. <input type="checkbox"/> Nasdaq GEMX, LLC <input type="checkbox"/> Nasdaq ISE, LLC <input type="checkbox"/> Nasdaq MRX, LLC <input type="checkbox"/> Nasdaq PHLX LLC <input type="checkbox"/> Nasdaq Stock Market LLC <input type="checkbox"/> New York Stock Exchange LLC <input type="checkbox"/> NYSE American LLC <input type="checkbox"/> NYSE Arca, Inc. <input type="checkbox"/> NYSE Chicago, Inc. <input type="checkbox"/> NYSE National, Inc.
Name of Applicant’s Designated Examining Authority (DEA):	

SUPERVISION OF TRADING ACTIVITY ON THE EXCHANGE

Provide the following information for the person primarily responsible for supervision of the firm's Authorized Traders.

Name: _____ Email: _____

Title: _____ Phone: _____

CRD #: _____

[Remainder of page intentionally left blank.]

The undersigned represents that the information and statements contained herein, including exhibits attached hereto, are current, true and complete.

By executing this Application, the undersigned agrees as follows:

- (1) To abide by, comply with, and adhere to the provisions of the Exchange’s Certificate of Incorporation, its Exchange LLC Agreement, the Exchange Rules, the policies, interpretations and guidelines of the Exchange and all orders and decisions of the Exchange’s Board of Directors and penalties imposed by the Board of Directors, and any duly authorized committee (such agreement is not to be construed as a waiver by the undersigned of any right to appeal provided in the Securities Exchange Act of 1934, as amended);
- (2) To pay such dues, fees, assessments, and other charges in the manner and amount as shall from time to time be fixed by the Exchange.
- (3) The Exchange and its officers, employees and members of its Board of Directors and of any Exchange committee shall not be liable, except for willful malfeasance, to the Applicant or to any other person, for any action taken by such director, officer, or member in his official capacity, or by any employee of the Exchange while acting within the scope of his employment, in connection with the administration or enforcement of any of the provisions of the Certificate of Formation, Exchange LLC Agreement, Exchange Rules, policies, interpretations or guidelines of the Exchange or any penalty imposed by the Exchange, its Board of Directors or any duly authorized committee;
- (4) In cases where the Applicant fails to prevail in a lawsuit or administrative adjudicative proceeding instituted by the Applicant against the Exchange or any of its officers, directors, committee members, employees or agents, to pay the Exchange or any of its officers, directors, committee members, employees or agents, all reasonable expenses, including attorneys’ fees, incurred by the Exchange in the defense of such proceeding, but only in the event that such expenses exceed Fifty Thousand Dollars (\$50,000.00), provided that such payment obligation shall not apply to internal disciplinary actions by the Exchange or administrative appeals;
- (5) To maintain and make available to the Exchange, its authorized employees and its Board of Directors or committee members such books and records as may be required to be maintained by the Securities and Exchange Commission or Exchange Rules; and
- (6) To provide such other reasonable information with respect to the Applicant as the Exchange may require.

Applicant Broker-Dealer acknowledges its obligation to update any and all information contained in any part of this application, including termination of membership with another SRO, which may cause a change in the Applicant Broker-Dealer’s DEA. It is understood that in that event, additional information may be required by the Exchange.

Signature of Authorized Officer, Partner or Managing
Member or Sole Proprietor

Date

Printed Name

Title