FMX Futures Exchange, L.P. FMX Division

Application for Trading Privileges for Direct Access Customer of an FMX Division Participant
(the "Application")

You (the "Direct Access Customer") hereby apply to the FMX Division of the FMX Futures Exchange, L.P. (the "Exchange") (collectively, "We", "Us," or "Our") for Trading Privileges to access the Exchange Trading System directly through an FMX Participant that is an FCM sponsoring your direct access. As defined in the Rules of the Exchange, and as used herein, "Direct Access Customer" means any Customer of an FMX Participant that uses a User ID to access the Exchange Trading System directly. For the avoidance of doubt, only an FMX Participant that is an FCM may sponsor a Direct Access Customer's direct access. Direct Access Customers may not place Orders on behalf of Customers.

You represent and warrant that the information and responses set forth below are accurate and complete in all material respects, and You agree to respond to any other questions or requests for information from Us. Capitalized terms used in this Application, including the exhibits and annexes hereto, but not otherwise defined, shall have the meanings set forth in the Rules of the Exchange.

Trading Privileges and a User ID will be granted upon approval of Your Application by Us, the Exchange, in our sole discretion.

To answer all questions completely and accurately, attach additional pages as necessary.

By signing this Application, You, as the Direct Access Customer, hereby apply for Trading Privileges on the Exchange. You agree (for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged) to be bound by the terms governing such grant of Trading Privileges. Further, You certify that all information and responses provided in this Application, including any supplements, annexes, or exhibits are accurate and complete. You agree that if any information provided in this Application becomes inaccurate or outdated, You or Your Participant will immediately, but no later than within three (3) Business Days, notify Us; provided, however, You or Your Participant will notify Us immediately if You no longer qualify for Trading Privileges. Subject to the foregoing, if any information or responses provided in this Application are proven to be untrue or misleading, You understand that Your Trading Privileges may be revoked.

This Application and associated documentation should be submitted to the Exchange at:

[futuresonboarding@FMX.com]

GENERAL INFORMATION

Name of Direct Access Customer: _____

Any Other Name(s) Direct Access Customer has used, been known by, or done business as

_____

Mailing (Office) Address: _____

Billing Address: _____

Home Address (if individual) _____

Tax ID Number or SSN: _____

LEI, if any _____

Form of organization (if entity): _____

Jurisdiction in which organized _____

Date of birth (if individual) _____

Office Telephone Number_____

Home Telephone Number (if individual) _____

E-mail Address _____

Account Number Assigned to Direct Access Customer_____

FITNESS

You represent, warrant and covenant that:

You and Your Responsible Trading Agents are not subject to disqualification pursuant to any Applicable Law;

You and Your Responsible Trading Agents are technically proficient and will conduct business in a fair and equitable manner and in accordance with the Rules of the Exchange; and

You and Your Responsible Trading Agents have agreed in writing, that:

> Your FMX Participant may provide Your and Your Responsible Trading Agents' personal information to the Exchange, or You will provide Your own personal information via https://www.fmxfutures.com/ (the "Exchange Site");

> We may request and Your FMX Participant will provide any additional information with respect to You and Your Responsible Trading Agents; and

We may employ such other means that We deem desirable or appropriate to ascertain relevant facts bearing on You and Your Responsible Trading Agents' identity and qualifications, including conducting a background check or similar procedure.

Are any of the circumstances set forth in attached Grounds for Disqualification true with respect to You?

Yes☐   No☐
(*If "Yes," please attach a statement giving complete details as to the circumstances*.)

<u>USER IDS</u>

You certify that in each case that a User ID is used for Orders entered by multiple parties, You will have in place policies and procedures acceptable to the Exchange, which:

i)   restrict access through password protection to any system capable of submitting Orders to the Exchange to individual users authorized by You, as the case may be, and having a Source ID;

ii)   require creation, maintenance and record keeping, as required by Exchange Rule III-19, of accurate and complete records regarding the individuals that are issued or authorized to use a unique ID and Source ID; and

iii)   ensure that individuals protect and maintain the security of any User ID or Source ID and prohibit the transfer of such User ID or Source ID to any other Person.

<u>CONNECTIVITY & EXCHANGE DATA USAGE</u>

1.   ACCESS TYPE. Please confirm how You will connect to the Exchange (check all boxes that apply):

☐   Direct (please complete Q6.2)

☐   Vendor (please complete Q6.3)

☐   Other Access (i.e. sponsored access) (please complete Q6.4)

6.2   DIRECT ACCESS. Where You connect directly to the Exchange (including by Exchange GUI or API) please confirm the following:

(a)   Application Type (please specify):

☐   Display   ☐   Non-Display (if yes, please also answer Q6.2(l))

(b)   Total number of Applications/Application Name (please specify): _____

(c)   Does the Application permit the creation of Derived Data (if yes, please specify and complete 6.5 below):   ☐ Yes   ☐ No

If "yes", is the Derived Data distributed (please specify): ☐ Internally or ☐ Externally

(d)　Does the Application store the Exchange Data (please specify): ☐ Yes ☐ No
　　　If "yes", is the stored Exchange Data accessible to Users: ☐ Yes ☐ No

(e)　On what basis is the Exchange Data made available to Users (please specify):

　　　☐ real time ☐ delayed ☐ historical

(f)　Are Users: ☐ Internal ☐ External ☐ Both

(g)　Are Users: ☐ Professional ☐ Non-Professional

(h)　Please indicate the estimated number of Users:

　　　☐ 1 - 50 ☐ 51-100 ☐ 100 – 300 ☐ 301+

(j)　Where the Application is Non-Display, is it Execution only?

　　　☐ Yes (please specify): _____

　　　☐ No (please specify): _____

(k)　Please indicate the locations of the Users (check all the boxes that apply) with access to the Application:

　　　☐ Americas
　　　☐ APAC
　　　☐ EMEA

(l)　Please indicate the purposes for which You will use the Exchange Data within the Non-Display Application (check all the boxes that apply to You):

　　　☐ Sales/trading
　　　☐ Algorithmic/black box
　　　☐ Proprietary trading – is it: ☐ Low Latency via: ☐ NY4 or ☐ CH4
　　　☐ Valuations and portfolio pricing
　　　☐ Back office and settlement
　　　☐ Risk
　　　☐ Regulatory reporting
　　　☐ Accounting and audit
　　　☐ Research
　　　☐ Surveillance
　　　☐ Other (please specify): _____

6.3　　　VENDOR ACCESS. Where You connect to the Exchange via a Vendor please confirm the

following (in relation to each Vendor):

	Vendor 1	Vendor 2	Vendor 3
(a) Vendor Service Name (please specify)			
(b) Vendor of Record (if applicable, please specify):			
(c) Is Subscriber User access to the Exchange Data (please specify):	☐ Real time ☐ Delayed	☐ Real time ☐ Delayed	☐ Real time ☐ Delayed
(d) Are Subscriber Users:	☐ Internal ☐ External ☐ Both	☐ Internal ☐ External ☐ Both	☐ Internal ☐ External ☐ Both
(e) Are Subscriber Users:	☐ Professional ☐ Non-Professional	☐ Professional ☐ Non-Professional	☐ Professional ☐ Non-Professional
(f) Please indicate the estimated number of Subscriber Users:	☐ 1 – 50 ☐ 51 – 100 ☐ 100-300 ☐ 301+	☐ 1 – 50 ☐ 51 – 100 ☐ 100-300 ☐ 301+	☐ 1 – 50 ☐ 51 – 100 ☐ 100-300 ☐ 301+
(g) Do you require Non-Display access via the Vendor:	☐ Yes ☐ No (If yes, see Q6.3(h))	☐ Yes ☐ No (If yes, see Q6.3(h))	☐ Yes ☐ No (If yes, see Q6.3(h))
(h) In the event of Non-Display access to the Exchange Data via a Vendor Application please indicate the purposes for which You will use the Exchange Data (check all the boxes that apply):	☐ Sales/trading ☐ Algorithmic/black box ☐ Proprietary Trading – is it: ☐ Low Latency via: ☐ NY4 or ☐ CH4 ☐ Valuations and portfolio pricing ☐ Back office and settlement ☐ Risk ☐ Regulatory reporting	☐ Sales/trading ☐ Algorithmic/black box ☐ Proprietary Trading – is it: ☐ Low Latency via: ☐ NY4 or ☐ CH4 ☐ Valuations and portfolio pricing ☐ Back office and settlement ☐ Risk ☐ Regulatory reporting	☐ Sales/trading ☐ Algorithmic/black box ☐ Proprietary Trading – is it: ☐ Low Latency via: ☐ NY4 or ☐ CH4 ☐ Valuations and portfolio pricing ☐ Back office and settlement ☐ Risk ☐ Regulatory reporting

	☐ Accounting and audit	☐ Accounting and audit	☐ Accounting and audit
	☐ Research	☐ Research	☐ Research h

6.4   OTHER ACCESS (i.e. sponsored access)**.**

(a)   Service/Application Type (please specify): ☐ Display ☐ Non-Display

(b)   Service/Application Name (please specify): _____

(c)   Does the Service/Application permit the creation of Derived Data (if yes, please specify and complete 6.5 below):

☐ Yes   ☐ No

If "yes", is the Derived Data distributed (please specify): ☐ Internally or ☐ Externally

(d)   Does the Service/Application store the Exchange Data (please specify): ☐ Yes ☐ No
If "yes" is the stored Exchange Data accessible to Users: ☐ Yes ☐ No

(e)   On what basis is the Exchange Data made available to Users (please specify):

☐ real time ☐ delayed ☐ historical

(f)   Are Users: ☐ Internal ☐ External ☐ Both

(g)   Are Users: ☐ Professional ☐ Non-Professional

(h)   Please indicate the number of Users: ☐ Unlimited ☐ Fixed number (please specify):

(i)   Please indicate the locations of the Users (check all the boxes that apply) with access to the Service/Application:

☐ Americas
☐ APAC
☐ EMEA

(j)   Please indicate the purposes for which You will use the Exchange Data within this Service/Application (check all the boxes that apply):

☐ Sales/trading
☐ Algorithmic/black box
☐ Proprietary Trading
☐ Valuations and portfolio pricing
☐ Back office and settlement
☐ Risk

☐   Regulatory reporting
☐   Accounting and audit
☐   Research
☐   Surveillance
  Other (please specify): _____

6.5   Do You intend to use Exchange Data in the creation of Derived Data:

☐   Yes
☐   No

If "yes", please confirm whether this Derived Data usage will include the creation of tradeable instruments:

☐   Yes (please specify): _____
☐   No

6.6   OTHER.

(a)   Do You intend to make Exchange Data available to third parties (including Your affiliates)? If "yes", please specify the following: method:

_____ data type: _____

_____ recipient: _____

(b)   If You are an FCM and provide trading access and/or ability to trade on the Exchange to Your clients or any third parties, do You intend to provide access to Exchange Data to such clients or third parties?

If "yes", please specify: _____

ACKNOWLEDGEMENTS

You acknowledge that You are subject to, and agree to abide by, the Rules of the Exchange and Applicable Law.

You have read, understand and agree to the terms and conditions of this Application.

You represent that You possess the requisite authority to bind You to the terms set forth herein; and You certify that if any statements in this Application are proven untrue, You may have Your Trading Privileges revoked.

[*Signature page follows.*]

By: _____

Name and Title of Direct Access Customer Authorized Signatory

_____

Signature of Direct Access Customer Authorized Signatory

Date: _____

(cont.)

CONNECTIVITY ADDENDUM

This Addendum forms part of the Application. All defined terms used herein shall have the meaning ascribed to them in the Application and/or the Rules of the Exchange.

In connection with Your access to and use of the Connectivity (as defined below), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, You hereby agree as follows:

1.   Without limiting anything set forth in the Terms of Access (as defined below) and in addition thereto, You shall not except as expressly permitted by the Exchange: (i) use the Connectivity, in whole or in part, for any purposes whatsoever other than the Intended Purpose (as defined below) in accordance with the Terms of Access; (ii) access, store, distribute, display, sub-license, disclose, sell, copy, reproduce, create any derivative works based on and/or use in any way the Connectivity, in whole or in part; or (iii) modify, move or otherwise alter in any manner the Connectivity, or any component or element thereof without Our prior written consent.

2.   THE TRADING FACILITIES AND CONNECTIVITY ARE PROVIDED "AS IS" AND YOUASSUME THE ENTIRE RISK OF AND AGREES TO RELEASE AND DISCHARGE THE EXCHANGE PARTIES FROM ANY RESPONSIBILITY AND LIABILITY FOR ANY LOSS, COST, CLAIM OR DAMAGE (INCLUDING, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST REVENUES OR LOST OPPORTUNITY) ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO ANY OF THE TRADING FACILITIES OR CONNECTIVITY OR ANY USE THEREOF OR ANY MALFUNCTION, DELAY, INTERRUPTION, OMISSION OR FAILURE THEREOF. THE EXCHANGE PARTIES MAKE NO AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, REPRESENTATIONS, COVENANTS, CONDITIONS AND GUARANTEES RELATING TO THE TRADING FACILITIES OR CONNECTIVITY INCLUDING ANY AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, NONINFRINGEMENT, TIMELINESS, CURRENCY, ABSENCE OF VIRUSES OR DAMAGING OR DISABLING CODE. IN NO EVENT WILL THE EXCHANGE PARTIES BE LIABLE FOR ANY POSSIBLE LOSS, COST OR DAMAGE, INCLUDING DIRECT, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY AND SPECIAL DAMAGES AND LOST PROFITS, LOST REVENUES AND LOST OPPORTUNITY WHICH MIGHT OCCUR AS A RESULT OF OR ARISING OUT OF USING, ACCESSING, INSTALLING, MAINTAINING, MODIFYING, DEACTIVATING OR ATTEMPTING TO ACCESS THE TRADING FACILITIES, CONNECTIVITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

3.   As used in this Addendum: "**Access Method**" shall mean User IDs, passwords and/or other unique identifiers that We, from time to time, may provide You in connection with Your use of or access to the Exchange Trading System via Connectivity or otherwise; "**Connectivity**" shall mean, collectively, any and all of the Exchange, ISV, or Participant-provided software, hardware, applications or devices that, in each case, are approved in writing by the Exchange and directly or

indirectly act as an interface between (i) software, hardware, applications or devices used by You and/or Your Responsible Trading Agents, as applicable, and (ii) the Exchange Trading System, as well as software, hardware, applications or devices used by You and/or Your Responsible Trading Agents, as applicable, in each case, to access and/or use the Trading Facilities; "**Intended Purpose**" shall mean means Your (or Your Responsible Trading Agents) placing Orders to enter into Transactions in Contracts, in each case, on the Exchange and solely as expressly permitted in and in compliance with the Terms of Access; and "**Terms of Access**" shall mean the Rules of the Exchange, as amended from time to time, and such other documents that explain and govern Your and Your Responsible Trading Agents' access to and use of the trading facilities of the FMX Division, including without limitation this Application, Parts A and B of the Rules of the Exchange, and a statement of the fees and policies and procedures of the FMX Division, each of which as in effect from time to time, with the current versions of such materials having been posted on the FMX Division's website at https://www.fmxfutures.com/.

4.   The provisions of this Addendum shall survive the termination or expiration of Your Trading Privileges.

By: _____

Name of Direct Access Customer

_____

Name and Title of Direct Access Customer Authorized Signatory

_____

Signature of Direct Access Customer Authorized Signatory

Date: _____

_____

FMX CLEARING MEMBER DESIGNATION

To: **FMX Division of the FMX Futures Exchange, L.P. ("THE EXCHANGE")**

From: _____ **("DIRECT ACCES CUSTOMER")**

Re: **Clearing Designation for:** _____

Pursuant to Rule III-13, _____ **is hereby designated as**

the Clearing Member for: _____ .

Direct Access Customer

_____

Name & Title of Authorized Signatory

_____

Signature

_____

Date

_____

GROUNDS FOR DISQUALIFICATION

In connection with any Application submitted by You to the Exchange, You shall answer "yes" to the question in the Section entitled Fitness, if any of the following is true with respect to You, which includes You or any "Person Controlling" You, that is, any person that has Control over Your management or policies:[1]

- Your registration with the CFTC in any capacity has been denied, withdrawn, revoked, or suspended (and the period of such suspension has not expired);
- You have been refused registration by the CFTC within five years preceding the filing of the Application;
- You have been found by the CFTC or by any court of competent jurisdiction to have violated, or You have consented to findings of a violation of, any provision of the Commodity Exchange Act, or regulation or order of the CFTC, or to have willfully aided, abetted, counseled, commanded, induced, or procured the violation by any other Person of any such provision;
- You have been found by any court of competent jurisdiction or by any Federal or State agency or any other governmental, regulatory or self-regulatory body, or by agreement of settlement to which any Federal or State agency or any other governmental, regulatory or self-regulatory body is a party, (i) to have violated any provision of the Securities laws (including the Securities Act of 1933, the Securities Exchange Act of 1934, the Public Utility Holding Company Act of 1935, the Trust Indenture Act of 1939, the Investment Advisers Act of 1940, the Investment Company Act of 1940, the Securities Investors Protection Act of 1970, the Foreign Corrupt Practices Act of 1977, or any similar statute of a State or foreign jurisdiction), or any regulation or order thereunder, or (ii) to have willfully aided, abetted, counseled, commanded, induced, or procured such violation by any other Person;
- You have been convicted within ten years preceding submitting this Application of any felony that involves any transactions or advice (i) concerning any futures contract, commodity option or swap or any activity subject to CFTC regulation, (ii) concerning a security under any Federal or State securities law or regulation or similar statute of a foreign jurisdiction or (iii) that involves embezzlement, theft, extortion, fraud, fraudulent conversion, misappropriation of funds, securities or property, forgery, counterfeiting, false pretenses, bribery, or gambling.
- You are subject to an outstanding order of the CFTC denying privileges on
any registered entity, denying, suspending, or revoking Your membership in any registered entity or registered futures association, or barring or suspending You from being associated with a CFTC registrant, member of a registered entity or with a member of a registered futures association; or
- You willfully made any materially false or misleading statement or willfully omitted to state any material fact in the Application or any update thereto, in any report required to be filed with the CFTC, or in any proceeding before the CFTC or in any registration disqualification proceeding.

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[1] *The term "Control" means the power to exercise a controlling influence over Your management or policies. Any Person who owns beneficially, directly or indirectly, more than 20% of the voting power in the election of directors of a corporation, or more than 25% of the voting power in the election of directors of any other corporation which directly or through one or more Affiliates owns beneficially more than 25% of the voting power in the election of directors of such corporation, will be presumed to exercise "Control" of such corporation*

FMX Futures Exchange Responsible Trading Agent Registration Form**

Direct Access Customer Firm Name		Direct Access Customer Firm ID	

Responsible Trading Agent(s)

First Name		Work Phone	
Last Name		E-mail	

Home Address		City	
State/Zip		Mobile Phone	

Connectivity

	FMX GUI	ISV Platform	Proprietary Platform
How will the firm access the market (check)			
Name of ISV, if applicable			

**The Direct Access Customer is required to complete this form for each of its Responsible Trading Agents and notify the Exchange immediately upon the registered Responsible Trading Agent's resignation, termination or change in responsibility.