

DATED [], 2025

FMX FUTURES EXCHANGE, L.P.

AND

VENDOR: [VENDOR NAME]

INDEPENDENT SOFTWARE VENDOR CONNECTIVITY AGREEMENT

This Independent Software Vendor Connectivity Agreement is made on [], 2025
between:

- (1) **FMX FUTURES EXCHANGE, L.P.**, a Delaware limited partnership having its principal place of business at 499 Park Avenue, New York, NY 10022 ("**FMX**"); and
- (2) [**VENDOR NAME**], a corporation incorporated in the State of _____ having its principal place of business at _____ ("**Vendor**" or "**Independent Software Vendor**").

Whereas:

- (A) Vendor wishes to license the FMX Tool Kit and gain access to the ETS solely for the purpose of providing the Vendor FMX Gateway and/or, where applicable, Vendor Application to Clients for Electronic Trading (each, as defined below); and
- (B) FMX wishes to grant a license to Vendor to use the FMX Tool Kit for the purposes of establishing and maintaining Clients' connectivity to the ETS using (i) the Vendor FMX Gateway and/or (ii) Vendor Application or Client Application (as defined below).

It is agreed as follows:

1 Interpretation

1.1 Definitions

In this Agreement:

"Additional Period" shall have the meaning set forth in Clause 9.1;

"Affiliate" means, with respect to a party, any entity that directly or indirectly Controls, is Controlled by or is under common Control of a party from time to time;

"Agreement" means, collectively, this Independent Software Vendor Connectivity Agreement and Schedules A through and including D hereto;

"Analytics" means any output which results from manipulation, modification, supplementation, derivation, calculation, enhancement, combination or analysis of the Content using Vendor Software, whether with other content or not, such that it does not directly display the Content but assists Client in conducting Electronic Trading in the Designed Instruments on the ETS using Vendor Software, provided, *however*, that Analytics shall not include indices or benchmarks.

"Certification Letter" shall have the meaning set forth in Clause 9.3;

"Change of Control" when applied to Vendor shall be deemed to have occurred on each occasion on which any Person or Persons other than those who Control such Person at the date of this Agreement subsequently acquires Control of it;

"Claim" shall have the meaning set forth in Clause 5.2.1;

"Client(s)" means, for each of the applicable Designated Instruments (i) any customer of Vendor pursuant to an effective agreement whose name is listed by FMX on Schedule A

attached hereto from time to time, who is approved (from time to time, in writing signed by a FMX Authorized Officer) to have trading privileges on the ETS; or (ii) any Person that trades on the ETS in the name of such customer;

“Client Application” means the Client’s application capable of an interface by means of the Vendor FMX Gateway to the ETS;

“Commencement Date” means the date of this Agreement;

“Confidential Information” shall have the meaning set forth in Clause 10.1;

“Connectivity Fee” means the fee(s) identified on the Website or otherwise communicated to Vendor by FMX from time to time;

“Content” means all data, content and information (including identifying information) available on the ETS, including in relation to the Designated Instruments, Electronic Trading and all derivations thereof, improvements thereto and data, information and content resultant therefrom, in each case whether created before or after the date of this Agreement;

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legally recognizable entity, whether through the ownership of voting shares, by contract, or otherwise;

“Designated Instruments” means, individually and collectively, any and all financial instruments eligible to be traded on the ETS as designated by the FMX Authorized Officer from time to time in writing in Schedule B attached hereto);

“Electronic Records” shall have the meaning set forth in Clause 4.4.13;

“Electronic Trading” means the electronic submission of bids, offers, buy and sell requests, route orders, direct dealing and RFQ (request for quote) functionality, order matching, trade executions and trade confirmations for post trade processing of the Designated Instruments, in each case, on and via the ETS;

“Exchange Trading System” or “ETS” means all of FMX’s owned, licensed and/or operated automated order entry and execution systems (and any part thereof) currently existing or as hereafter modified or developed, access to or use of which was, is, or will be directly or indirectly, provided by FMX, including (A) any market or trading system (whether provided Clients or used by FMX or its Affiliates to process orders or route orders electronically to FMX), (B) any application, software, system, tool, internet capability, site or service, hardware, device, equipment or communications facility, (C) any Content, (D) FMX Tool Kit, and/or (E) other capabilities, systems and services provided through any internet capability, site or service or by other electronic means;

“Export Administration Regulations” means such regulations and rules as issued by the Bureau of Industry and Security of the United States Department of Commerce (and its successors and assigns or any replacement thereto) and as modified from time to time;

“FMX Tool Kit” means any relevant software, hardware, device, equipment, development libraries and documentation relating to ETS provided by FMX from time to time to enable Vendor to develop Vendor Gateway or to use in connection with Vendor Gateway;

“FMX Authorized Officer” means FMX’s Chief Executive Officer, Chief Technology Officer, President, Chief Legal Officer or their designees from time to time;

“FMX Persons” shall have the meaning set forth in Clause 5.2.1;

“FMX Materials” shall have the meaning set forth in Clause 13.13;

“Initial Period” shall have the meaning set forth in Clause 9.1;

“Intellectual Property Rights” means all proprietary rights, including trademarks, service marks, trade names, domain names, logos, patents, patent applications, inventions, ideas, registered and unregistered design rights, copyrights, artist’s rights, moral rights, creator’s rights, database rights, trade secrets, and all other similar rights in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations and any licenses of such rights from another;

“Losses” shall have the meaning set forth in Clause 5.2.1;

“New Works” means, individually and collectively, any and all works based on and/or derived from any Confidential Information of FMX, the ETS or any Intellectual Property Rights therein.

“Person” means any individual, firm, corporation, partnership, association, trust, incorporated or unincorporated organization, joint venture, joint stock company, limited liability company, or other entity of any kind under any jurisdiction, and shall include any successor (by merger or otherwise) of such entity;

“Proposed Vendor Software” shall mean, collectively, (i) any of the Vendor provided software, hardware, applications or devices designed to interface with, connection to or use of the ETS, (ii) any change or modification to the Vendor Software that may affect access to and/or use of the ETS, and (iii) any change or modification to the Vendor Software necessitated by any change or modification to the ETS. (For the avoidance of doubt, Proposed Vendor Software as of the date of this Agreement is listed on Schedule C attached hereto)

“Quarter Day” shall mean 1 January, 1 April, 1 July and 1 October.

“Regulator” means any regulatory or self-regulatory body or organization that has authority over FMX or those trading thereon, including U.S. Commodity Futures Trading Commission and National Futures Association;

“Source” means any direct or indirect licensor, vendor, service provider, subcontractor, and/or source of any part of the ETS (For the avoidance of doubt, Sources may include Affiliates of FMX.);

“Term” means the period specified in Clause 9.1;

“User” means an individual authorized by Vendor and Client to use the Vendor Software using a unique username and password to access the ETS on behalf of or in the name of a Client, from a single device owned or controlled by such Client, provided that such username and password may not be used on more than one machine or by more than one individual at any given time;

“User Fee” means the fee(s) identified on the Website or otherwise communicated to Vendor by FMX from time to time;

“Vendor Application” means any of the Vendor provided software, hardware, applications or devices that, in each case, provides the Client(s) with a graphical user interface to connect to and use the Vendor FMX Gateway or the ETS and are approved in writing by the FMX Authorized Officer;

“Vendor FMX Gateway” means any of the Vendor provided software, hardware, applications or devices that, in each case, are approved in writing by the FMX Authorized Officer and directly or indirectly act as an interface between (i) the Client Application and/or Vendor Application and (ii) the ETS;

“Vendor Persons” shall have the meaning set forth in Clause 5.2.2;

“Vendor Software” means, individually and collectively, as the context requires, Vendor Application and Vendor FMX Gateway.

1.2 Singular, Plural, Gender, Including.

1.2.1 References to one gender include all genders and references to the singular include the plural and vice versa.

1.2.2 Use of the words “include”, “included”, “includes” or “including” as used herein shall be deemed in each case to be followed by the phrase “without limitation,” or phrase “but not limited to”, if not expressly followed by such phrase.

1.2.3 The word “all” includes “any” and the word “any” includes “all”.

1.3 Schedules.

References to this Agreement shall include any Schedules hereto signed or initialed by the parties and references to Articles, Clauses and Schedules are to Articles, Clauses of, and Schedules to, this Agreement.

1.4 Headings.

Headings shall be ignored in interpreting this Agreement.

1.5 Parties.

References to the “parties” means FMX and Vendor and their respective successors and permitted assigns. References to “third parties” shall not include the Affiliates of FMX.

2 License of FMX Tool Kit.

- 2.1** FMX grants to Vendor a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to use the FMX Tool Kit solely for the purpose of developing, testing and maintaining the Vendor Software in accordance with the terms of this Agreement which Vendor Software may be used solely by Clients during the Term for the purposes of
- (i) Client being enabled to conduct Electronic Trading in any of the applicable Designated Instruments on the ETS only through (a) the Vendor FMX Gateway and/or (b) the Vendor Application or Client Application, and
 - (ii) Client receiving Content solely in connection with Client conducting Electronic Trading in any of the applicable Designated Instruments on the ETS.
- 2.2** Except as set forth in this Agreement or otherwise agreed in writing signed by the FMX Authorized Officer and Vendor, Vendor shall have no right to access and/or use the ETS and shall not enable any third party to conduct Electronic Trading on the ETS, to receive or use any Content or to have any access to the ETS.
- 2.3** FMX shall at all times comply with 17 CFR Section 38.151, including its requirement that FMX provide independent software vendors with impartial access to its markets and services, including: (1) access criteria that are impartial, transparent, and applied in a non-discriminatory manner; and (2) comparable fee structures for independent software vendors receiving equal access to, or services from, FMX

3 The ETS.

- 3.1** Vendor acknowledges and agrees that FMX and/or its Affiliates may, at any time with or without notice and, in each case, without liability, monitor, modify any or all aspects of or any capabilities of (or accessible through) the ETS, and/or limit or terminate any Client's, or, in cases of security, integrity of the ETS, related threats or concerns, or breach of this Agreement, any law, rule or regulation, limit or suspend any vendor's use of or access to any or all aspects of or capabilities of (or accessible through) the ETS. Without limiting the foregoing and in addition thereto, immediately upon FMX's request, Vendor shall disable any Client's and User access to the Vendor Software.

4 Vendor Obligations.

- 4.1** Vendor shall use The Vendor Software only in accordance with this Agreement, the specifications set out in the FMX Tool Kit and written instructions provided by FMX from time to time. Vendor shall (i) complete the development of (and submit for certification in accordance with this Agreement) the Vendor Software within the time period set forth in Schedule D; (ii) make and continue to make the Vendor Software commercially available to Clients and display and continue to display ETS price feed that is a part of Content in the Vendor Software; and (iii) include and continue to include the ETS price feed that is a part of Content into all of default composites and data aggregations that are made available by the Vendor Software to Client and into all of Client's available options for inclusion in customized composites and data aggregations in the event Client creates a customized

composite or data aggregation within Vendor Software, in each case of (i), (ii) and (iii), for all Designated Instruments and subject to the terms of this Agreement and during the Term.

4.2 Vendor may make (i) Content and (ii) Electronic Trading in any applicable Designated Instruments on the ETS available to Clients only through (a) the Vendor FMX Gateway and/or (b) the Vendor Application or Client Application.

4.3 Subject to this Agreement, Vendor may, at its cost, promote, market, offer and advertise the Vendor Gateway to prospective Clients, including using print, internet (including social media), television and radio advertising campaigns, in each case, pre-approved in writing by a FMX Authorized Officer.

4.4 Without limiting any of the foregoing:

4.4.1 Vendor shall not allow any Person other than Clients to access or use the Vendor Software, the ETS or any Content without the prior written consent of a FMX Authorized Officer;

4.4.2 Vendor may host or otherwise make available the Vendor FMX Gateway to Clients for Vendor Applications or Client Application.

4.4.3 Vendor shall use commercially reasonable efforts to make the Vendor Software available to Clients at all times during the operating hours of the ETS as posted by FMX from time to time on the official website, as applicable, of the FMX division ("FMX Website") or CX division ("CX Website") of FMX Futures Exchange, L.P. (currently, <https://www.fmxfutures.com/>) (collectively, the "**Website**");

4.4.4 [reserved];

4.4.5 Vendor shall ensure that Vendor Software includes click-through agreements and disclaimers required by or provided by FMX from time to time in the form requested by FMX from time to time and clearly states that all Designated Instruments are traded on the ETS;

4.4.6 Vendor shall ensure that any order placed by Client on the ETS through the Vendor Software is routed directly to the ETS and is not executed against the bid or offer of any of Vendor, its Affiliates, its or their customers or routed to any other liquidity destination or execution venue;

4.4.7 Vendor shall ensure that any order placed by Client that Client (either an individual trader or entity) intends to be sent solely and directly to the ETS through the Vendor Software is routed directly to the ETS and is not executed against the bid or offer of any of Vendor, its Affiliates, its or their customers or routed to any other liquidity destination, marketplace or execution venue. Vendor Software shall not intentionally negatively discriminate against the ETS as compared to any other liquidity destination(s), market place(s) or execution venue(s) to which Vendor or any of its Affiliates developed or provided access to any gateway, portal, connectivity or interface for trading in instruments similar or comparable to any of the Designated Instruments. Following initial release, Vendor shall not perform or omit to perform any act the performance or non-performance of which, as

applicable, would intentionally negatively discriminate against (x) the Vendor Software (as compared to the software offered by the Vendor for use with or connectivity to other liquidity destinations, market places or execution venues for trading in instruments similar or comparable to any of the Designated Instruments (such other liquidity destinations, market places or execution venues for trading in instruments similar or comparable to any of the Designated Instruments, each an "Other Venue") or (y) the ETS (as compared to any Other Venue).

Any method, standard, process or program *intentionally* implemented by Vendor on the Vendor Software to cause or result in inferior performance on ETS as compared to an Other Venue shall be deemed negatively discriminatory and Vendor shall use its reasonable efforts to improve the performance and quality of the Vendor Software to meet the standards of performance implemented on or for software offered by the Vendor for use with or connectivity to such Other Venue as developed or provided by Vendor or any of its Affiliates.

Notwithstanding the foregoing, any discrimination, inefficiency, delays, latencies or other unequal result between the Vendor FMX Gateway to the ETS as compared to software offered by the Vendor for use with or connectivity to any Other Venue that is caused by relative proximity and/or data center location or third party products, tools or services shall not be deemed to be in violation of this provision, provided that such proximity or third party products, tools or services are outside of Vendor's direct control or caused by Client's choice.

For the avoidance of doubt: (A) for purposes of this Agreement, "negatively discriminate" shall mean any method, standard, process, or program of the Vendor Software that intentionally causes or intentionally results in inferior performance (defined as inferior access, restricted throughput, increased latency or limited functionality) of (i) the Vendor Software (as compared to the software offered by the Vendor for use with or connectivity to an Other Venue) or (ii) the ETS (as compared to an Other Venue); and (B) any improvement or modification to Vendor software functionality implemented by Vendor solely for an Other Venue, in each case, upon written request of and subject to monetary compensation paid to Vendor by an Other Venue for developing such improvement or modification, shall not be deemed to be "negatively discriminatory", provided that Vendor offers to implement the same to FMX on the same terms.)

- 4.4.8** all determinations regarding any order routing, trading decisions or execution venue or preferences shall be made solely by the Client *provided* that at the request of Client, Vendor may implement technology made available by the Vendor solely to the requesting Client to execute such Client's trading decisions and preferences.
- 4.4.9** as between FMX and the Vendor, Vendor shall be responsible for all costs necessary to establish and maintain connectivity to the ETS and the Client Application.

- 4.4.10** Vendor shall act in accordance with all directions provided by FMX as well as trading protocols, messaging policy and other rules of general application in relation to the ETS as may be notified by FMX to Vendor simultaneously with all Clients and/or vendors from time to time.
- 4.4.11** Vendor shall use commercially reasonable efforts to ensure that the Vendor Software shall support all functionality of the ETS required by FMX from time to time, no later than ninety (90) days of FMX's notification of any change in functionality, *provided* that FMX provides Vendor with reasonable support, including copies of relevant documentation and such access to FMX testing environment as is reasonably required by Vendor to comply with this Clause 4.4.11.
- 4.4.12** Vendor shall, within twelve (12) months from receipt of notice from FMX, cease supporting and, where applicable, developing the Vendor Software in the event the Vendor Software uses or interfaces with any functionality in the FMX Tool Kit or the ETS which is or are no longer supported by FMX, *provided* that FMX has generally announced to Clients and/or vendors at the time of such notice that such functionality is no longer supported. Vendor shall also use its commercially reasonable efforts to facilitate the migration by Clients to a new Vendor Software which meets any new functionality requirements of the FMX Tool Kit and/or the ETS.
- 4.4.13** Vendor Application shall enable Client to maintain electronic records of the following (collectively, "**Electronic Records**") all submissions made by Client through the Vendor Software and all responses provided to Client through the Vendor Software for a duration of no less than ten (10) days from the time of receipt of such submission and/or response. (Such electronic record shall include all fields related to order entry including the following: transaction date, time, user, applicable Designated Instruments, price, quantity and buy-sell indicator.)
- 4.4.14** Vendor agrees that FMX Persons shall have no liability whatsoever for the Vendor Software, or the access to or use thereof by any party (including any failure of the Vendor Software to be available). Vendor is financially responsible for any damage to hardware, device or equipment that may for part of the FMX Tool Kit incurred while in Vendor's control or possession, unless such damage is caused by defects in such hardware, device or equipment or normal wear and tear. At no time shall Vendor allow such hardware, device or equipment to become subject to liens, claims or encumbrances. Vendor shall not make any alterations to any such hardware, device or equipment.
- 4.4.15** Vendor shall not, directly or indirectly, and, in each case in whole or in part, use any of the ETS, Confidential Information of FMX, New Works or any Intellectual Property Rights in any of the foregoing to compete with (or enable competition with) FMX and/or any of its Affiliates.
- 4.4.16** Vendor shall submit to FMX, within thirty (30) calendar days after the end of each calendar month, and at any time upon FMX's written request, a Client usage report

(“Usage Report”) certified as true and accurate on behalf of the Vendor by Vendor’s authorized officer. The format of the Usage Report is set forth in Schedule E hereto and may be updated from time to time upon written notice from FMX (including by posting such notice on the Website).

4.4.17 [reserved].

4.4.18 (a) Vendor shall pay to FMX within (30) days after the Commencement Date and during the Term, a Connectivity Fee quarterly in advance of the then next sequential Quarter Day. The initial quarterly payment shall be calculated on a per diem basis of the days remaining in that calendar quarter from the Commencement Date through to the then next sequential Quarter Day. In addition, Vendor shall, within thirty (30) days after the end of each calendar quarter during the Term, pay to FMX User Fee for any and all Users granted access to Vendor Application. (b) Vendor shall be responsible for invoicing each Client for User Fees. FMX may send a courtesy invoice to remind Vendor of its payment obligations hereunder, but FMX’s failure to do so shall not relieve Vendor of its obligations to make payment hereunder. (c) If Vendor becomes aware of any unreported usage of Content following submission of a Usage Report (including if FMX notifies Vendor of usage not contained within a Usage Report), Vendor shall promptly issue a corrected Usage Report to include such usage and shall remit to FMX any additional fees relating to such unreported usage and the applicable late charges. Any payment required to be made by Vendor to FMX hereunder and not received by the due date hereunder shall be subject to a late charge set forth on the Website or otherwise communicated to Vendor by FMX from time to time. (d) All payments hereunder from Vendor to FMX shall be made without offset or deduction of any kind and shall be made by wire transfer of immediately available funds pursuant to the wire transfer instructions communicated to Vendor by FMX or set forth on the Website, which instructions FMX may modify from time to time. Vendor will be responsible for payment of all applicable value added, consumption, sales, use, excise, access, bypass, franchise, regulatory and other taxes, fees, charges and surcharges, whether now or hereafter enacted, however designated.

5 Intellectual Property Rights.

5.1 Vendor agrees and acknowledges that:

- (i) FMX or the relevant FMX Affiliate and Sources, as applicable, shall retain all right, title to and interest in the ETS, and any derivation or improvements thereto and all Intellectual Property Right therein;
- (ii) Vendor does not have or acquire any rights, express or implied in the ETS or the Intellectual Property Rights therein, other than those expressly set forth in this Agreement; and
- (iii) in the absence of FMX’s express written consent, Vendor shall not, for itself or with or on behalf of any other person, develop, market, obtain, use, exploit or implement any Confidential Information of FMX or New Works with or from any party other than FMX.

5.2 Indemnity.

5.2.1 Vendor shall defend, indemnify and hold harmless FMX, its Affiliates and its and their respective partners, officers, directors, employees, representatives, successors, assigns and agents (collectively, the **"FMX Persons"**) for, from and against all losses, liabilities, damages, demands, claims (including taxes), costs, payments and expenses (including any reasonable attorneys' fees, reasonable costs of investigation, discovery, litigation and settlement, interest and any judgments, fines and penalties) (collectively, **"Losses"**) as incurred, arising out of, or in connection with any claim, investigation, action, proceeding, allegation or demand (each, a **"Claim"**) made against any FMX Persons arising out of or relating to: (i) any act or omission of Vendor in violation of this Agreement or Vendor's agreement with Client; or (ii) any Person's unauthorized use of Vendor Software to access ETS. The foregoing indemnity in this Clause 5.2.1 shall not apply to the extent that the Claim is caused directly and primarily by FMX's fraud, gross negligence or willful misconduct.

5.2.2 FMX shall defend, indemnify and hold harmless Vendor, its officers, directors, employees, representatives, successors, permitted assigns and agents (collectively, **"Vendor Persons"**) from and against all Losses, as incurred, arising out of, or in connection with any Claim made against any Vendor Persons arising out of or relating to: the FMX Tool Kit or access to the ETS, when used in accordance with the terms of this Agreement, in each case, alleging infringement or misappropriating any of the U.S. patents, copyrights, trademarks, trade secrets, service marks, trade names and logos of a third party. The foregoing indemnity in this Clause 5.2.2 shall not apply to the extent that the Claim is caused directly and primarily by Vendor's fraud, gross negligence or willful misconduct, or based on the modification of the FMX Tool Kit other than by FMX; the combination, operation or use of the FMX Tool Kit with equipment, devices, equipment or software not supplied by FMX, if such Claim would have been avoided if the FMX Tool Kit were not used in such combination; failure of Vendor to use the FMX Tool Kit; or failure of Vendor to use updated or modified FMX Tool Kit to avoid a Claim. In the event of Claim, including a Claim in the format of a demand letter or offer of license, or in the event that as a result of any Claim, any preliminary injunction or other injunctive relief is entered against any Vendor Person, or any temporary restraining order is obtained or any agreement is entered into effecting Vendor Persons which materially restricts or in any way precludes use of the FMX Tool Kit pursuant to this Agreement, then, at FMX's option, FMX may terminate this Agreement or obtain a license from the third party for Vendor to continue using the FMX Tool Kit, or replace or modify the FMX Tool Kit so that it is, to the extent possible, non-infringing and substantially equivalent in function to the infringing FMX Tool Kit.

5.2.2.1 Vendor shall (i) notify FMX as soon as reasonably practicable in writing of any Claim of which it has notice, it being understood that the failure to provide such notice shall only relieve FMX of its obligations hereunder to the extent FMX is materially prejudiced thereby; (ii) allow FMX control of the defense of any such Claim (so long as any settlement (x) does not, without Vendor's prior written

approval, (A) involve the admission of any wrongdoing by any Vendor Persons, (B) restrict any Vendor Persons' future actions, or (C) require any Vendor Persons to take any action, including the payment of money, and (y) includes a full release of the Vendor Persons); and (iii) give FMX reasonable assistance, at FMX's expense, requested by FMX in writing in connection therewith.

Each applicable Vendor Person shall have the right to participate in the defense of any such Claim at its own expense, and such participation by such Vendor Person will not relieve FMX of its indemnification obligations hereunder.

5.3 Limitation of Liability.

FMX TOOL KIT, ACCESS TO THE ETS AND THE ETS ARE PROVIDED "AS IS" AND VENDOR ASSUMES THE ENTIRE RISK OF AND AGREES TO RELEASE AND DISCHARGE FMX PERSONS AND THE SOURCES FROM ANY RESPONSIBILITY AND LIABILITY FOR ANY LOSS, COST, CLAIM OR DAMAGE (INCLUDING DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY LOST PROFITS, LOST OPPORTUNITY OR LOST REVENUES) ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO THE ETS OR ANY USE THEREOF OR ANY MALFUNCTION, DELAY, INTERRUPTION, OMISSION OR FAILURE THEREOF. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, FMX PERSONS AND THE SOURCES MAKE NO AND EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, COVENANTS, CONDITIONS OR GUARANTEES RELATING TO THE ETS INCLUDING ANY AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE QUALITY, ACCURACY, TITLE, NON-INFRINGEMENT, TIMELINESS, CURRENCY, ABSENCE OF VIRUSES OR DAMAGING OR DISABLING CODE, ANY WARRANTIES OR REPRESENTATIONS THAT THE ETS OR ACCESS TO ANY PORTION OF IT WILL BE (I) UNINTERRUPTED OR ERROR-FREE, OR (II) THAT DEFECTS IN THE ETS WILL BE CORRECTABLE OR CORRECTED, OR OTHER ATTRIBUTES, WHETHER EXPRESS OR IMPLIED (IN LAW OR IN FACT), ORAL OR WRITTEN, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT WILL ANY OF THE SOURCES OR FMX PERSONS BE LIABLE FOR ANY POSSIBLE LOSS, COST OR DAMAGE INCLUDING, DIRECT, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY AND SPECIAL DAMAGES OR ANY LOST PROFITS, LOST OPPORTUNITIES OR LOST REVENUES WHICH MIGHT OCCUR AS A RESULT OF OR ARISING OUT OF USING, ACCESSING, INSTALLING, MAINTAINING, MODIFYING, DEACTIVATING OR ATTEMPTING TO ACCESS THE ETS OR OTHERWISE, WHETHER OR NOT SUCH LOSS, COST OR DAMAGE WERE FORESEEN, FORESEEABLE, KNOWN, OR THE OTHER PARTY HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF, SUCH LOSS, COST OR DAMAGE. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAWS, NEITHER FMX PERSONS NOR THE SOURCES WILL

HAVE ANY DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY CONTENT.

WITHOUT PREJUDICE TO THE FOREGOING AND IN ADDITION THERETO, FMX'S TOTAL AGGREGATED LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED FIFTY THOUSAND US DOLLARS (US\$50,000).

NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS, A PERSON WHO HAS BEEN FINALLY ADJUDICATED TO HAVE ENGAGED IN WILLFUL MISCONDUCT MAY NOT AVAIL ITSELF OF THE PROTECTIONS IN THIS SECTION 5

6 Content.

6.1 Vendor may only access, use and display the Content as expressly stated in and during the Term of this Agreement.

6.2 Without limitation of the foregoing, Vendor shall not and shall ensure that Vendor Software does not:

6.2.1 share any Content with any system or application other than the Client Application or Vendor Application;

6.2.2 aggregate any Content with any other information, content or data or create any derivative works using the Content;

6.2.3 communicate, display, view or allow to view or display any Content with or on any software, hardware, device, system or application other than Vendor Application or Client Application; or

6.2.4 capture, collect or store any Content (*except* solely as expressly permitted in Clause 4.4.13 in compliance with this Agreement to the extent necessary to enable a Client to view such Client's submissions made by Client through the Vendor Software and responses thereto provided to Client through the Vendor Software for the purposes of such FMX Participant conducting Electronic Trading in any of the applicable Designated Instruments on the ETS) or make available or provide any Content or any information, content or data derived therefrom, in whole or in part, to any third parties, including, its customers.

6.3 Notwithstanding Clause 6.2.2 and Clause 6.2.4 above and subject to Vendor's compliance with this Agreement, Vendor Software may:

(a) aggregate the Content with similar data of third parties pursuant to Clause 4.1(iii);

(b) use the Content in the creation of Analytics for use by Clients solely within the Vendor Software ("**Vendor Analytics**"), and

(c) allow Clients to use the Content to create Analytics using the Vendor Software for use solely within the Vendor Software ("**Client Analytics**"),

in each case, (a), (b) and (c) above, solely within the scope of and for the purpose of the Clients conducting Electronic Trading on the ETS pursuant to Clause 2.1(ii) of the Agreement, and

provided that Vendor Software displays a prominent attribution to FMX, in the form reasonably requested by FMX from time to time. Without limiting any of the foregoing, such attribution shall be at least as prominent as attribution for other content displayed by or on the Vendor Software.

- 6.4** Vendor shall and shall require that all Persons who receive access to Vendor Software fully comply with all requirements and restrictions of FMX, its Affiliates, Regulators and the applicable Sources relating thereto, use of or access to the ETS, and the use, access, storage, display and redistribution thereof or thereto, and all applicable laws, rules and regulations (including the FMX Futures Exchange, L.P. rules, as such rules may be amended from time to time). In order to ensure compliance with the contractual restrictions and obligations imposed by FMX, its Affiliates, Regulators and the Sources regarding such Content, Vendor shall promptly respond to any requests for information from FMX, its Affiliates, Regulators or the Sources, allow FMX, its Affiliates, Regulators and/or the Sources access to premises and the distribution networks, and shall cooperate with other measures FMX may take in good faith to fulfil its obligations to the Regulators and/or Sources, if any. If Vendor becomes aware of any unauthorized use, access to, storage or redistribution of any Content or any information, data or content derived therefrom, Vendor shall notify FMX in writing immediately. Vendor shall, from time to time upon FMX's request, promptly provide FMX with a certification that it is not, to the best of Vendor's knowledge upon reasonable due diligence, in breach of this Agreement. During the Term and for a period of not less than twenty-four (24) months thereafter, FMX, its Affiliates, Regulators, the Sources and/or their respective authorized representatives shall have the right, from time to time, upon notice, to obtain access during reasonable business hours to Vendor's premises, personnel, systems, records and other information as may be necessary for the purpose of auditing the records and practices of Vendor in connection with Vendor's access to the ETS, use of Content and/or compliance with this Agreement.

7 Testing and Monitoring of the Vendor Software.

- 7.1** Upon completion of its development and testing of the Proposed Vendor Software, Vendor shall promptly notify FMX of the same and shall cooperate with FMX's testing thereof. FMX may require in its sole discretion that specific tests (the format of which shall be in FMX's sole discretion) be conducted on the Proposed Vendor Software and/or Vendor Software and/or that certain changes be made to such software from time to time for the purpose of receiving FMX Authorized Officer's written certification and Vendor agrees to do the foregoing.
- 7.2** Vendor shall not allow Clients to use or access the Proposed Vendor Software until the FMX Authorized Officer provides written notification that FMX has certified it as the Vendor Software.
- 7.3** FMX may request from time to time that Vendor retests and recertifies the Vendor Software in accordance with Clause 7.1 and Vendor agrees to do so.
- 7.4** Vendor shall provide to FMX, at no charge, with such training and support sessions in relation to the use of the Vendor Software, such assistance and access to the Vendor

Software and other related information as FMX reasonably requires for the purpose of certifying the Proposed Vendor Software in accordance with Clause 7.1.

- 7.5** In the event the Vendor Software is provided on a hosted basis, Vendor shall, at no cost to FMX, provide to FMX a reasonable number of access methods, including user identifiers, passwords and the like allowing FMX view only access to the Vendor Software that FMX may use solely for the purposes of monitoring of the Vendor Software, including the Content displayed by or on the Vendor Software.

8 Warranties.

8.1 Mutual Warranties.

Each of the parties warrants to the other party that:

- 8.1.1** it is duly constituted, organized and validly existing under the laws of the place of its incorporation or formation;
- 8.1.2** it has the legal right and full power and authority to execute and deliver, and to exercise its rights and perform its obligations under, this Agreement and all the documents which are to be executed by it as contemplated by this Agreement;
- 8.1.3** nothing contained in this Agreement shall result in a breach of any provision of its organizational documents or result in a breach of any agreement, license or other instrument, order, judgment or decree of any court, governmental agency or regulatory body to which it is bound;
- 8.1.4** it shall act in good faith in performing its obligations under this Agreement;
- 8.1.5** it shall carry out its obligations in accordance with all applicable laws, rules and regulations;
- 8.1.6** in the case of FMX, the FMX Tool Kit, and in the case of Vendor, the Vendor Software, is periodically scanned to be free from viruses; and
- 8.1.7** each party may publicly disclose that Vendor provides the Vendor Software and, upon the non-disclosing party's prior written approval, may include the other party's name in promotional materials, including press releases and on the disclosing party's website.

8.2 Vendor Warranties.

Vendor warrants to FMX that:

- 8.2.1** its shall promptly disclose to FMX any and all information about unauthorized access to the ETS;
- 8.2.2** any execution or other fees charged to Client by Vendor in connection with the Vendor Software will not be inconsistent with the fees and charges that Vendor charges customers of other exchanges, liquidity destinations or execution venues, provided that accommodation of promotions or other incentives paid by other liquidity destinations, market places or execution venues do not apply;

- 8.2.3** the Vendor Software and any and all related equipment and services provided by Vendor shall operate in accordance with all applicable laws, rules and regulations, including the Rules Governing the FMX Division and CX Division of FMX Futures Exchange, L.P., as may be amended from time to time (the “Rules”), as such rules may be amended from time to time;
- 8.2.4** it shall not charge Clients for Content unless FMX charges Vendor for providing Content to Clients, and in such case, Vendor shall have the right to pass such charges through to each applicable Client with a reasonable markup;
- 8.2.5** Vendor shall take commercially reasonable efforts to ensure that Users receive non-discriminatory access in all respects to the ETS using Vendor Software; and
- 8.2.6** Vendor is duly qualified and licensed to do business and is in good standing in every jurisdiction where the conduct of its business requires such qualification and license.

9 Term and Termination.

9.1 Term.

Subject to earlier termination in accordance with its terms, this Agreement shall remain in full force for a term of one (1) year from the Commencement Date (the “**Initial Period**”). The Agreement shall be automatically extended for additional twelve (12) month periods (each, an “**Additional Period**”) unless either party gives written notice of non-renewal to the other party not less than ninety (90) days before the end of the Initial Period or the then current Additional Period. The Initial Period and all Additional Periods shall collectively comprise the “**Term**”.

9.2 Termination.

This Agreement may be terminated by either party as follows:

- 9.2.1** (i) on provision of written notice to the other party in the event of material breach by the other party of any term of this Agreement which, if remediable, remains unremedied for a period of thirty (30) days after receipt of written notice from the first party specifying and giving details of the breach and requiring the other party to remedy the breach; or
- (ii) immediately on provision of written notice to the other party in the event of an irremediable material breach as described in Clause 9.2.1(i) above.
- 9.2.2** In addition, FMX may terminate this Agreement in whole or in part (i) upon thirty (30) days prior written notice to Vendor in the event of any Change of Control of Vendor; (ii) immediately upon written notice to Vendor in the event that (A) FMX ceases to do business or operate the ETS, or (B) that any regulatory requirement or applicable law, rule or regulation makes it impossible or impracticable to operate the ETS; (iii) immediately if Vendor becomes subject to investigation or other legal proceeding of a nature which is reasonably considered by FMX to have the potential to damage FMX’s or any of its Affiliates’ goodwill, reflect negatively upon

its or their name, reputation or standards, cause a loss of public confidence or other negative consequences. In addition, either party may terminate this Agreement by providing ninety (90) days prior written notice to the other party.

9.3 Survival of Rights on Termination or Expiration.

Termination of this Agreement shall not affect any rights or obligations which may have accrued prior to termination. The obligations of each party set out in any Clause intended to survive such termination shall continue in full force and effect notwithstanding termination of this Agreement. In addition to fees and charges incurred by Vendor through the date of termination. Vendor will be liable for the Connectivity Fee associated with the remainder of any minimum commitment period applicable to such Connectivity Fee, if any, set forth on the Website (including waiver policy, if any). For the avoidance of doubt the following Articles and Clauses shall survive termination of this Agreement: Articles 5, 6 (with the exception of Clause 6.3), 10, 12, and 13 and Clauses 4.4.13, 4.4.15, 4.4.18 and 9.3. Upon termination of this Agreement, (i) Vendor shall immediately return to FMX, in case of hardware, device or equipment that forms part of FMX Tool Kit, and promptly destroy any and all FMX Confidential Information and Content in its possession or control so that no FMX Confidential Information and/or Content can be practicably read or reconstructed (provided that copies of FMX Confidential Information that are required to be retained pursuant to requirement of applicable law, rule or regulation or in accordance with Vendor's record retention policies established for the purpose of compliance with applicable laws and regulations or credit, audit or other legitimate internal corporate purposes, may be retained, however, such FMX Confidential Information and its use shall continue to be subject to the terms of this Agreement), (ii) Vendor shall pay to FMX any and all fees and charges dues hereunder, and (iii) the licenses granted pursuant to this Agreement shall immediately terminate and Vendor shall have no right to use and shall immediately stop using and return to FMX the FMX Tool Kit. Upon termination of this Agreement, (i) FMX shall promptly destroy any and all Vendor Confidential Information in its possession or control so that no Vendor Confidential Information can be practicably read or reconstructed (provided that copies of Vendor Confidential Information that are required to be retained pursuant to requirement of applicable law, rule or regulation or accordance with FMX's record retention policies established for the purpose of compliance with applicable laws and regulations or credit, audit or other legitimate internal corporate purposes may be retained, however, such Vendor Confidential Information shall continue to be subject to the terms of this Agreement)

10 Confidentiality.

- 10.1** “**Confidential Information**” of FMX shall include The ETS and all information marked as confidential or which is by its nature confidential (whether the information is in oral or written form or is recorded in any other medium) about or pertaining to the business of FMX, its Affiliates and/or the Sources or its or their customers which is disclosed to the other party or its employees, agents or contractors or which is acquired by or otherwise comes to the knowledge of the other party or the other party's employees, agents or contractors in connection with this Agreement. “**Confidential Information**” of Vendor shall mean the Vendor Software, Proposed Vendor Software and any documentation relating thereto that

is non-public, proprietary or confidential in nature and is provided to FMX by the Vendor in connection with, in the course of and during the Term of this Agreement. Each party expressly undertakes to treat as strictly confidential and not disclose the Confidential Information of the other party other than in accordance with the terms of this Agreement.

10.2 The provisions of Clause 10.1 shall not apply to:

information which (A) is already in the possession of the party subject to the confidentiality obligations, (B) is or becomes generally available to the public other than as a result of an improper disclosure by the party subject to the confidentiality obligations or its employees or agents, (C) is independently developed by the party subject to the confidentiality obligations, or (D) becomes available to the party subject to the confidentiality obligations on a non-confidential basis from a source which, to the best of such party's knowledge, is not prohibited from disclosing such information to the party subject to the confidentiality obligations by a legal, contractual or fiduciary obligation to the disclosing party;

(ii) disclosures to legal counsel or auditors of the party who are subject to an obligation of confidentiality; or

(iii) disclosures required by applicable law, rule, regulation, regulator request or order, *provided* that, to the extent practical and permitted by such requirement, the party from whom disclosure is sought shall promptly notify the other party so as to provide such other party an opportunity to seek a protective order or other confidential treatment. Moreover, no such provision shall prevent FMX from giving or allowing access to any information to: (A) Affiliates of FMX or their service providers; (B) acquirers of FMX or all or a substantial part of FMX's assets or business; or (C) potential acquirers of FMX or all or a substantial part of FMX's assets or business as part of due diligence, *provided* that such potential acquirer is subject to a reasonable written obligation of confidentiality.

10.3 Each party shall use commercially reasonable efforts to protect the Confidential Information disclosed by the other party, which precautions must be at least as great as the precautions it takes to protect its own Confidential Information.

10.4 Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of Confidential Information of the other party and that each party may seek, without waiving any other rights or remedies, such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

10.5 The provisions of this Article 10 shall survive termination of this Agreement in perpetuity.

11 [reserved]

12 Sub-Contractors.

12.1 Vendor shall not, without the prior written consent of FMX Authorized Officer, assign or sub-contract any of its rights or obligations under this Agreement.

12.2 Notwithstanding any consent given by FMX under Clause 12.1, if any, (i) Vendor shall remain responsible for the obligations and functions performed by any assignee and sub-contractor to the same extent as if such obligations and functions were performed by the

Vendor, (ii) all obligations of Vendor under this Agreement shall apply fully to any such assignee or sub-contractor as if it were "Vendor" under this Agreement, (iii) any provision of this Agreement that contains an obligation of Vendor shall be deemed to include an obligation to cause such sub-contractor or assignee to comply with such obligations; and (iv) shall be responsible for all acts and omissions of any assignee and sub-contractor.

13 Other Provisions.

13.1 Assignment.

This Agreement shall be binding on the parties and their respective successors and permitted assigns and inure to the benefit of the Sources, the parties and their respective successors and permitted assigns. The parties may not assign or novate all or any part of their rights or obligations under this Agreement nor any benefit arising under or out of this Agreement without the prior written consent of the other party (not to be unreasonably withheld or delayed). Notwithstanding the previous sentence, this Agreement and the rights and obligations hereunder may be assigned by FMX in whole or in part to any of its current or future Affiliates or to any successor in interest of FMX or any Affiliate by merger, consolidation, reorganization or otherwise, or to any agent acting on behalf of FMX. Any purported assignment in violation of this clause is void and unenforceable.

13.2 Amendment and Variation.

No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to it. In the case of FMX, the variation, if any, must be signed by the FMX Authorized Officer. (As used in this Clause the word "variation" shall include any variation, supplement, deletion or replacement however effected.) Notwithstanding the foregoing (i) FMX may amend any provision of this Agreement at any time by providing Vendor with at least thirty (30) days' prior written notice of the amendment. and if Vendor does not consent to such amendment, Vendor may terminate this Agreement by sending FMX written notice of termination within twenty (20) days of receipt of FMX's notice; and (ii) any variation to the Schedules hereto may be made in writing solely by a FMX Authorized Officer.

13.3 Consent of FMX by FMX Authorized Officer.

If any provision in this Agreement requires the consent or authorization of FMX, such consent and/or authorization can only be provided in writing by a FMX Authorized Officer and Vendor shall not be entitled to rely on any other method of consent by FMX. Any consent and/or authorization provided by a FMX Authorized Officer under this Agreement shall only apply to the permitted event requiring consent or authorization and shall not be considered to be a general consent or authorization regarding Vendor's future activity.

13.4 Further Assurances.

Each party shall from time to time execute such documents and perform such acts and things as may be reasonably required to give full effect to the provisions of this Agreement and the transactions contemplated by this Agreement.

13.5 Waiver.

No failure of either party to exercise, and no delay by such party in exercising, any right, power or remedy in connection with this Agreement (each, a **"Right"**) shall operate as a waiver of that Right, nor shall any single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other Right.

13.6 Costs.

Each party shall bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

13.7 Notices.

13.7.1 Any notice or other communication in connection with this Agreement (each, a **"Notice"**) to be valid must be:

- (i) in writing; and
- (ii) delivered by hand, pre-paid first class post or courier, or delivered by fax or electronic mail.

13.7.2 A Notice to FMX shall be sent to the following address, or such other person or address as FMX may notify to the other party from time to time:

FMX Futures Exchange, L.P.

199 Water Street, New York, NY 10022

Attention: President

Email: FMXVendorNotices@FMX.com

And a separate notice to the same address and fax number to:

Attention: Stephen Merkel (Chief Legal Officer)

13.7.3 A Notice to Vendor shall be sent to the following addresses, or such other person or address as Vendor may notify to the other parties from time to time:

[VENDOR NAME]

[ADDRESS]

Attention:

Email:

13.7.4 Notice shall be effective upon receipt and shall be deemed to have been received:

- (i) at the time of delivery, if delivered by hand, pre-paid first class post or courier;
- (ii) at the time of receipt in legible form, if delivered by fax or electronic mail.

13.8 Invalidity.

13.8.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties; and

13.8.2 To the extent it is not possible to delete or modify the provision, in whole or in part under Clause 13.8.1, then such provision or portion of such provision shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under Clause 13.8.1, not be affected.

13.9 Counterparts.

This Agreement may be entered into in counterparts all of which taken together shall constitute one and the same instrument, binding upon the parties, notwithstanding that the parties are not signatory to the original or the same counterparts. Copies of the signed Agreement received by facsimile transmission or other electronic means shall be valid and accepted as original in the absence of demonstrated forgery.

13.10 Entire Agreement.

13.10.1 This Agreement constitutes the entire agreement between the parties with respect to the subject of this Agreement and supersedes all prior representations or oral or written agreements between the parties with respect to the subject matter hereof. Vendor agrees not to disclose the terms or conditions of this Agreement, except to its officers, directors, employees, attorneys and accountants with a need to know that are bound by a duty of confidentiality.

13.10.2 Each party acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated herein. Affiliates of FMX, and their respective successors and assigns are intended third party beneficiaries of this Agreement and shall have the rights and remedies under this Agreement as if they were FMX hereunder.

13.11 Independent Contractor.

This Agreement does not establish or create an employer/employee relationship, a partnership of any kind, an association or trust between the parties, each party being individually responsible only for its obligations as set out in this Agreement and, in addition, the parties agree that their relationship is one of independent contractors. Except to the extent to which a party is specifically authorized in writing in advance by the other party, neither party is authorized or empowered to act as agent for the other for any purpose and neither party must on behalf of the other enter into any contract, warranty or representation as to any matter. Neither party shall be bound by the acts or conduct of the other, save for acts or conduct which the first party specifically authorizes in writing in advance.

13.12 Governing Law and Submission to Jurisdiction.

13.12.1 This Agreement and the documents to be entered into pursuant to it, shall be governed by and construed in accordance with the federal laws of the United States and by the internal laws of the State of New York without giving effect to any conflict of laws principles thereof.

13.12.2 All the parties irrevocably (i) submit to the exclusive jurisdiction of the U.S. District Court for the Southern District of New York or the Supreme Court of the State of New York for the County of New York, (ii) waive any objection which it may have at any time to the laying of venue of any proceedings brought in any such court, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such party, consent to service of process by certified mail, return receipt requested, to the address provided for herein. Each party waives any right to trial by jury with respect to any dispute, suit, action or proceeding arising out of or relating to this Agreement or otherwise relating to the relationship of the parties, whether in contract, tort or otherwise.

13.12.3 The parties acknowledge that in the event of a breach or a threatened breach by Vendor of its confidentiality obligations under this Agreement, FMX and its Affiliates may not have an adequate remedy at law. Accordingly, in the event of any such breach or threatened breach by Vendor, FMX and its Affiliates shall be entitled to seek such equitable and injunctive relief as may be available to restrain Vendor from the violation of the confidentiality provisions hereof.

13.13 Export Controls.

Vendor acknowledges and agrees that portions of the FMX Tool Kit, the software contained in the ETS and/or related technical information, documents and/or materials (collectively, “**FMX Materials**”) are subject to the Export Administration Regulations and any diversion, use or access contrary to U.S. laws rules, and/or regulations is prohibited. Vendor agrees to not directly or indirectly export, import or transmit any portions of the FMX Materials to any country, end user or for any access or use that is prohibited by any applicable U.S. laws rules, and/or regulations (including, those countries embargoed from time to time by the U.S. government or the United Nations). Additionally, Vendor agrees to not directly or indirectly export, import, transmit or use any portions of the FMX Materials contrary to the laws rules, and/or regulations of any other governmental entity that has jurisdiction over such export, import, transmission or use. Vendor represents and warrants that neither the United States Bureau of Industry and Security nor any other governmental agency has issued sanctions against, or otherwise suspended, revoked or denied export privileges of it or those who access or use the FMX Materials through Vendor and/or Vendor Software.

13.14 Names and Marks

Neither Vendor nor FMX shall use the name of the other for advertising or publicity purposes without the prior written consent of the other.

(SIGNATURE PAGE TO FOLLOW.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the first date above written.

VENDOR: [VENDOR NAME]

FMX FUTURES EXCHANGE, L.P.

By: _____

By: _____

Name:

Name:

Title:

Title:

[SIGNATURE PAGE TO INDEPENDENT SOFTWARE VENDOR OR VENDOR CONNECTIVITY AGREEMENT BY AND BETWEEN FMX FUTURES EXCHANGE, L.P. AND [VENDOR NAME] DATED AS OF _____ 2025.]

Schedule A

List of Clients

<u>Participant(s)*</u>	<u>Direct Access Customers*</u>

* As defined in the FMX Futures Exchange, L.P. rules, as such rules may be amended from time to time.

Vendor's initials: _____

Date: _____

FMX's initials: _____

Date: _____

Schedule B

Designated Instruments:

Any and all financial instruments eligible to be traded on the ETS as designated by FMX from time to time on the FMX Website.

Schedule C
Proposed Vendor Software

[TO BE COMPLETED BY VENDOR PRIOR TO EXECUTION]

Proposed Vendor Application:	Description:	Please check the box below if the Proposed Vendor Application includes Vendor Analytics feature	Please check the box below if the Proposed Vendor Application includes Client Analytics feature
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
Proposed Vendor FMX Gateway:	Description:	Please check the box below if the Proposed Vendor FMX Gateway includes Vendor Analytics feature	Please check the box below if the Proposed Vendor FMX Gateway Client Analytics feature
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

Vendor's initials: _____

Date: _____

FMX's initials: _____

Date: _____

Schedule D
Development Schedule

[TO BE PROVIDED BY FMX.]

Schedule E

Usage Report

[TO BE PROVIDED BY FMX.]