

## FMX DATA DISTRIBUTION AGREEMENT

This FMX Data Distribution Agreement is entered into and effective as of [●] 2025 ("**Effective Date**"), by and 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) [●], a [●] ("**Distributor**")

(Individually a "**Party**" and, collectively, the "**Parties**").

### WHEREAS:

Distributor is in the business of distributing financial and other information on and through Distributor Services;

FMX is the licensor of the Exchange Data; and

Distributor desires to obtain a license from FMX to the Exchange Data received via a Data Service and to be Distributed to Subscribers via a Distributor Service and FMX wishes to grant such license, in each case, on the terms and subject to the conditions contained herein.

NOW THEREFORE, in consideration of the promises made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. DEFINITIONS AND INTERPRETATION.

1.1. As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

"**Additional Period**" has the meaning set forth in Section 13.1.

"**Affiliate**" means, with respect to any Person, any other Person that controls, is controlled by or is under common control with such Person (as of the date of determination); provided however, with respect to Distributor only, any such Person listed as Affiliate in the applicable Order Form. For purposes of this Agreement, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have the meanings correlative to the foregoing.

"**Agreement**" means, with respect to any Order Form, collectively, this FMX Data Distribution Agreement together with any and all Exhibits hereto, as modified and supplemented by such Order Form.

"**API**" means, collectively, application programming interface, communication protocol, software development libraries, documentation and information related thereto.

"**Applicable Laws**" means any and all applicable statutes, laws, rules, regulations, codes and ordinances, whether federal, state, local, foreign or domestic and whatever called, including the rules, requirements and restrictions of self-regulatory organizations.

"**Change of Control**" when applied to Distributor 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.

**“Commencement Date”** means, with respect to any Order Form, the date set forth in such Order Form.

**“Connectivity Fee”** means the fee(s) identified on the FMX Division Site or otherwise communicated to Distributor by FMX from time to time.

**“Content”** means, collectively, the Exchange Data and any and all materials, market data, news, identifiers and other information, data and content (including FMX and its Affiliates’ trademarks, service marks, look and feel, identifiers, naming conventions and pricing methodology) accessible via a Data Service and/or provided by FMX to Distributor from time to time, whether owned by FMX, an FMX Affiliate or a third-party provider.

**“Data License”** means an FMX form data license to be signed by Subscriber (without modification) prior to the receipt of the Exchange Data or Derived Data through the Distributor Service, a form of which is attached hereto as Exhibit C.

**“Data Service”** means (i) any and all direct connectivity to the System established by Distributor or by a Data Service Third Party on behalf of Distributor to access the Exchange Data as set out in the applicable Order Form and (ii) FMX FTP Files.

**“Data Service Third Party”** means, with respect to any Order Form, a third party listed in such Order Form or approved by FMX in signed writing.

**“Derived Data”** means any Distributor’s output of any Distributor Service that uses any Exchange Data as an input through such Distributor Service and any and all Exchange Data that is manipulated, modified, calculated and/or analyzed provided, however, that such manipulation, modification, calculation and/or analysis is permitted under this Agreement and listed in the applicable Order Form.

**“Display Use”** means use of Exchange Data for display/view only, in the form such Exchange Data is made available to Distributor.

**“Distribution”, “Distribute”, “Distributed”, “Distributes”** means to transmit, to make available, to display and/or to deliver, the transmission, making available, displaying and delivery of, in each case, unless expressly permitted in the Order Form, for Display Use only.

**“Distributor”** means, collectively, with respect to any Agreement, the entity specified in the introductory paragraph of this Agreement and its Affiliates listed in the relevant Order Form, if any.

**“Distributor Agreement”** means a valid, written agreement between Distributor and Subscriber governing the provision and receipt of Distributor Service(s), which includes the Data License and the other provisions required by this Agreement.

**“Distributor Parties”** shall have the meaning set forth in Section 9.2.

**“Distributor Service(s)”** means, with respect to any Order Form, Distributor’s proprietary electronic information service(s) as set forth and described in such Order Form.

**“Exchange Data”** means, with respect to any Order Form, all price information, analytics and volumes listed in such Order Form and contained in the Content.

**“Fees”** means, collectively, any and all Connectivity Fees, User fees, and other fees that may be charged by FMX as set out in Exhibit B or the FMX Division Site.

**“FMX Confidential Information”** has the meaning set forth in Section 14.1.

**“FMX Division Site”** is the FMX Division’s website at <https://www.fmxfutures.com/> or as otherwise communicated by FMX from time to time.

**"FMX Parties"** shall have the meaning set forth in Section 9.1.

**"Governmental Authority"** means any court, government (federal, state, local or foreign), department, commission, board, bureau, agency, official or other regulatory, self-regulatory organization, administrative, judicial or governmental authority.

**"Intellectual Property Rights"** means any and all proprietary rights, including trademarks, service marks, trade names, domain names, logos, patents, patent applications, inventions, 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.

**"Initial Period"** has the meaning set forth in Section 13.1.

**"Internal(ly)"** shall mean for the benefit of Subscriber by the Users.

**"Losses"** shall have the meaning set forth in Section 9.1.

**"Non-Display Use"** means any use of Exchange Data that is not Display Use, as determined by FMX in its sole discretion. Such use may include calculation of P&L, portfolio valuation, order processing, use within an automated trading system and automated order routing.

**"Non-Professional"** means any User that is not a Professional, as determined by FMX in its sole discretion.

**"Person(s)"** means any natural person or legal entity of any kind, including an individual, corporation, association, limited liability company, limited liability partnership, limited partnership, general partnership, estate, trust, unincorporated organization or a Governmental Authority.

**"Order Form"** means an order form in the form of Exhibit A.

**"Professional"** means any User that (i) has obtained a license to trade; (ii) is trading as a principal or agent; (iii) is facilitating client business; (iv) is trading on alternative venues; (v) is conducting internal order processing; (vi) is conducting trade related business purposes, including risk management, surveillance and compliance; and/or (vii) is conducting research, in each case, (i), (ii), (iii), (iv), (v), (vi) or (vii), as determined by FMX in its sole discretion.

**"Quarter Day"** shall mean January 1, April 1, July 1, and October 1.

**"Restricted Party"** means the Persons (as specified in writing from time to time by FMX) and their Affiliates.

**"Sources"** means FMX Futures Exchange, L.P., and other licensors and/or other third-party providers of Content, as may be specified in the relevant Order Form.

**"Subscriber"** means any Person who uses Distributor Service(s) pursuant to a Distributor Agreement and Data License, if applicable, and is not a Restricted Party.

**"System"** means all FMX's or its Affiliates' owned, licensed and/or operated automated electronic systems and services (and any part thereof) currently existing or as hereafter modified or developed, access or use of which was, is or will be directly or indirectly, provided to, delivered to, or, used by Distributor, to access the Exchange Data, including (i) any market or trading system, (ii) any application, software, system, tool, internet capability, site or service, hardware, device or communications facility, (iii) any API that connects to or provides access to or use of any System or Content or any part thereof ("System API"), and/or (iv) other capabilities, systems and services provided through any internet capability, site or service or by other electronic means.

**“System API”** has the meaning set forth in the definition of “System.”

**“Term”** has the meaning set forth in Section 13.1.

**“User(s)”** means, with respect to an Order Form, employees of Subscriber who are authorized by Distributor to use the relevant Distributor Service(s) as a Subscriber hereunder. (For the avoidance of doubt, Distributor shall ensure that Subscriber’s employees may use the Distributor Service(s) as if they were Subscriber hereunder.)

**“User Report”** means a report in the format outlined in Exhibit D hereto.

**1.2.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

1.2.1. the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision;

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

1.2.3. all pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require;

1.2.4. any reference to a Section refers to such Section of this Agreement unless otherwise indicated; and

1.2.5. the word “all” includes “any” and the word “any” includes “all”.

**1.3.** Headings are solely for reference and shall not affect the meaning of any terms.

**1.4.** In the event of conflict between this Agreement and an Order Form, the relevant Order Form shall prevail.

## **2. SCOPE OF AGREEMENT.**

**2.1.** FMX and Distributor hereby agree that, upon mutual execution of any Order Form, they shall be deemed to have entered into a separate Agreement for the Distribution and use of the Exchange Data in accordance with the terms of such Order Form and this Agreement and that each such Order Form (together with the terms of this Agreement, as may be modified by such Order Form) forms a separate and independent contract between FMX and the Distributor.

## **3. LICENSE.**

**3.1.** Subject to the terms of this Agreement, FMX hereby grants to Distributor during the Term a limited, non-sublicensable (except as specifically permitted herein), non-exclusive, revocable, non-transferable (except as specifically permitted herein) license to, unless expressly permitted in the applicable Order Form:

3.1.1. use the Exchange Data internally to incorporate the Exchange Data into the Distributor Services and Distribute the Exchange Data to Subscribers and their Users for Display Use on or through the Distributor Services; and

3.1.2. where creation and use of Derived Data is expressly permitted in the applicable Order Form, use the Exchange Data in Distributor’s creation of Derived Data and Distribute the Derived Data to Subscribers and their Users on or through the Distributor Services.

## **4. LICENSE LIMITATIONS AND RELATED COVENANTS.**

- 4.1. Except for the limited license expressly granted herein, all rights not expressly licensed under this Agreement and/or applicable Order Form are expressly reserved to FMX and Intellectual Property Rights of FMX and its Affiliates are not transferred, assigned or affected in any way by this Agreement.
- 4.2. The Distributor shall, except as otherwise expressly permitted in the applicable Order Form:
- 4.2.1. not Distribute or otherwise make any Exchange Data and/or Derived Data available to anyone other than Subscribers who are bound by a Distributor Agreement and, where applicable pursuant to an Order Form, an effective Data License;
  - 4.2.2. not distribute the Exchange Data and/or Derived Data to Subscribers and/or Users for Non-Display Use;
  - 4.2.3. ensure that the Distributor Services and access thereto are secure and only the Distributor and the relevant Subscribers and Users have access to the Exchange Data and/or Derived Data;
  - 4.2.4. use a System API, if any, solely for the purposes of establishing and maintaining the Data Service for receipt of the Exchange Data;
  - 4.2.5. not distribute any Exchange Data and/or Derived Data in a format that may permit any Person to download the Exchange Data and/or Derived Data separately from (including outside of) the Distributor Services;
  - 4.2.6. not use the Content and/or Derived Data in any manner that is competitive with, or in any way diminishes the value of, any of FMX's and/or its Affiliates' products or services;
  - 4.2.7. in the event creation and/or use of Derived Data is expressly permitted in the applicable Order Form, ensure that in the creation and/or use of Derived Data: (i) the Exchange Data is combined, in whole or in part, with other data sources and is manipulated, calculated and/or analyzed by Distributor; (ii) the Exchange Data is not the sole source used by the Distributor; (iii) the Derived Data represents independent work and is distinguishable from the Exchange Data (i.e., the Exchange Data has been manipulated or combined with other information); (iv) the Derived Data does not reproduce the Exchange Data in any form, format or content; (v) the original values of Exchange Data cannot be easily discernible; (vi) the Derived Data cannot be readily decompiled, reconfigured, reworked or reversed engineered so as to allow access to the original source Exchange Data, (vii) the Derived Data cannot be used to substitute the Exchange Data; (viii) the Exchange Data is not used to create futures contracts or options on futures contracts, contracts for differences, binary options, spreads or any related leveraged products, including any over the counter products; and (ix) the Derived Data does not constitute an index or benchmark, in each case (i), (ii), (iii), (vi), (v), (vi), (vii), (viii) or (ix) above, as determined by FMX in its sole discretion;
  - 4.2.8. not store any Exchange Data, including as historical data;
  - 4.2.9. ensure that any Content is not misrepresented nor used in any way that may create a false or misleading impression as to the origin or value of any item of Content, including ensuring that any Exchange Data, as applicable, is made available to the relevant Subscribers and Users without delay (or, in the event any Distribution of any Exchange Data is delayed, it is clearly labeled with the period of delay);
  - 4.2.10. ensure that Exchange Data made available through the Distributor Services shall be at all times accompanied by a clear legend (in a form approved by FMX), in an appropriately prominent manner and close proximity to the Exchange Data, identifying FMX (or its designee or permitted assignee or the applicable Source, as advised by FMX from time to time) as the source of and owner of all Intellectual Property Rights in such Exchange Data;

- 4.2.11. ensure that all access to Exchange Data and/or Derived Data by the Distributor or any Subscriber or User is identified and recorded in the User Report, noting, including, as applicable, whether such use is either Display Use, Non-Display Use, Professional use or Non-Professional use;
- 4.2.12. at all times provide to Subscribers and Users support services in connection with the use of and/or day to day operation of the Distributor Services;
- 4.2.13. provide reasonable cooperation to FMX in the testing of any software, systems, applications, hardware, devices and/or connectivity in connection with the delivery and functionality of the Data Service;
- 4.2.14. implement, within a mutually agreed upon time frame, any modifications to its systems which are reasonable and feasible to accommodate changes required by FMX so as to enable Distributor to continue to receive Exchange Data including via the Data Service; provided that Distributor is responsible for the establishment and maintenance of the relevant Data Service and any and all equipment, fees and expenses associated therewith and receipt of Exchange Data, including any telecommunication services, software or hardware required for the receipt or use of the Exchange Data by Distributor or any Subscriber or User;
- 4.2.15. Distribute and treat the Exchange Data on or through Distributor Services, and make improvements and enhancements to all features and functionalities (e.g., analytics applications) of the Distributor Services that work or interface or may work or interface with the Exchange Data, in a manner that is (i) in all respects at least as favorable (including in character and quality) to the manner in which other data and content is Distributed and treated on or supplied through the Distributor Services, and (ii) consistent among all Subscribers (including, in the event Distribution of any Exchange Data is delayed, ensuring that the Exchange Data is Distributed with the same delay to all Subscribers);
- 4.2.16. promptly report to FMX any change in the scope of use or distribution of any of the Content, Exchange Data and/or Derived Data (acknowledging that additional Fees may be payable as a result of such change);
- 4.2.17. may, at its cost, promote, market, and advertise the Exchange Data to prospective Subscribers, including using print, internet (including social media), television and radio advertising campaigns, in each case, pre-approved in writing by a FMX;
- 4.2.18. not misrepresent fees charged by FMX to Distributor and ensure any connectivity or other fees charged to Subscribers by Distributor in connection with the Exchange Data, Derived Data, Content and/or Data Service will not be greater than or inconsistent with the fees and charges that Distributor charges for content of other exchanges; and
- 4.2.19. ensure that Distributor, Subscribers and Users comply with any and all rules, policies and procedures of FMX in relation to the Exchange Data, Derived Data, Content and/or Data Service, details of which can be found at the FMX Division Site and may be changed by FMX from time to time.

## **5. DISTRIBUTION TERMS.**

- 5.1. Each Distributor Agreement executed by Distributor and a Subscriber shall, unless expressly stated otherwise on the applicable Order Form, include a Data License and, without modification, all of the terms and conditions imposed by the Sources from time to time.
- 5.2. Distributor shall ensure that the Distributor Agreement contains provisions which achieve the following:
  - 5.2.1. name FMX as an express third party beneficiary of the Distributor Agreement;

- 5.2.2. provide that Distributor, FMX and its Affiliates (as one of the Distributor's Sources) and the Sources will be held harmless from and against any claim, demand, cause of action, cost, loss, damage, expense (including reasonable attorneys' fees) or liability arising from or in connection with the Distributor Services and the information displayed thereon;
  - 5.2.3. provide for the exculpations and limitations of liability applicable to Distributor to be equally applicable to FMX and its Affiliates in their capacity as a source of any Exchange Data;
  - 5.2.4. with respect to any Data Service, Exchange Data and Derived Data, a disclaimer of all express and implied warranties;
  - 5.2.5. restrict Subscribers' use of the Exchange Data solely to the Subscriber's own Internal use through the Distributor Service and prohibit any and all Distribution of the Exchange Data by Subscriber;
  - 5.2.6. provide for a term no longer than the Term of the relevant Order Form and/or Agreement, subject to all of FMX's termination rights under the Agreement;
  - 5.2.7. permit Distributor to cease distribution of the Exchange Data upon five (5) calendar days notice;
  - 5.2.8. provide FMX or its authorized representatives the right to access Subscriber's and other relevant applicable books and records, premises, infrastructure, technology, practices, systems, and other information as may be reasonably necessary for the purpose of auditing Subscriber's use of the Exchange Data not less than once per year per site (and as often as may be necessary in FMX's good faith judgment in the event that FMX reasonably believes Subscriber and/or Users to be in breach of the Distributor Agreement and/or the Data License); and
  - 5.2.9. require Subscribers to comply with any and all other restrictions and requirements that may be imposed by FMX and/or the Sources from time to time.
- 5.3.** Distributor shall promptly notify FMX in writing, in the event that it learns that any Subscriber is violating or has violated the terms of the Distributor Agreement and/or Data License and shall cease Distribution of the Derived Data and Exchange Data to such Subscriber and its Users immediately upon FMX's request, and otherwise, at Distributor's sole expense, enforce the terms of the Distributor Agreement.
- 5.4.** Distributor shall, at no cost to FMX, provide FMX with at least one (1) identifier, username and password and the like, allowing FMX view only access to the Distributor Services which FMX may use for the purposes of monitoring the Exchange Data and Derived Data Distributed on or through the Distributor Services.
- 5.5.** Notwithstanding anything set forth in this Agreement: (i) FMX shall not be required to provide the Exchange Data relating to instruments that have expired or been terminated; and (ii) FMX may, upon such notice as may be reasonable and practicable under the circumstances, cease making available any Exchange Data hereunder if requested by the applicable Source or if FMX, its Affiliates and/or the Sources cease to provide related Content generally to their other distributors or data customers.
- 5.6.** Subject to FMX's prior written consent on a case by case basis, Distributor may be able to subcontract certain of its obligations under this Agreement, provided however, that in each case, all obligations of Distributor under this Agreement shall apply fully to any Affiliates or subcontractor of Distributor under this Agreement as if it were "Distributor" under this Agreement and any provision of this Agreement that contains an obligation of Distributor shall be deemed to include an obligation to cause such Affiliates or subcontractor to comply with such obligations. Distributor shall remain jointly and severally liable for the performance of Distributor Affiliates hereunder.

- 5.7. Without limitation of the foregoing and in addition thereto, if an Affiliate of Distributor engages in conduct that would violate the terms of this Agreement if such conduct was performed by Distributor, Distributor shall (i) upon actual knowledge of any such violation, cause the Affiliate to discontinue such conduct, and (ii) assume financial liability for any damages sustained by FMX in connection with such conduct. For the avoidance of doubt, in the event of any such violation of this Agreement by an Affiliate of Distributor, the foregoing shall not prevent, or in any way limit, FMX from exercising any or all of its rights under this Agreement, including w the right to terminate this Agreement.

## **6. INTELLECTUAL PROPERTY RIGHTS.**

- 6.1. Distributor hereby acknowledges that: (i) as between FMX and Distributor, FMX or the relevant Affiliate of FMX is the sole and exclusive owner of the System, the Content and all Intellectual Property Rights therein and thereto, and (ii) the System, the Content and all Intellectual Property Rights therein and thereto constitute valuable property of FMX, its Affiliates and/or the Sources and all Intellectual Property Rights in and to the Content and the System are and shall remain with FMX, its Affiliates and/or the Sources. Distributor further acknowledges that except as expressly provided herein, this Agreement transfers to Distributor no right, title or interest in the System, the Content or any Intellectual Property Rights thereto.
- 6.2. Distributor agrees: (i) to use the Data Service, if any, solely for the purposes of establishing and maintaining its receipt of the Exchange Data hereunder, and (ii) that access to the System and the Content are being provided solely for Distributor's use as expressly permitted herein, and Distributor shall not permit or facilitate, and shall prevent, any access to or use of the System or the Content and/or any copying, storage, distribution, sub-licensing, disclosure, sale, parsing, manipulation and/or use in any way of the Content or System, in whole or in part except as otherwise expressly permitted in this Agreement.

## **7. SUPPORT**

- 7.1. FMX shall provide the Distributor with support in the general use of the System API to access the System at no additional cost in the form of technical telephone and electronic mail support during the hours designated by FMX and as notified to Distributor from time to time.

## **8. CERTIFICATION AND AUDIT**

- 8.1. During the Term and for a period of not less than twelve (12) months thereafter, Distributor shall keep a copies of any and all User Reports and a copy of its books of records and accounts in which full, true and correct entries shall be made of all dealings and transactions concerning the Subscribers and Users, in each case, for the then preceding five (5) year period.
- 8.2. Distributor shall, within thirty (30) calendar days after the end of each calendar month, and at any time upon FMX's written request, promptly provide FMX with a User Report. If Distributor becomes aware of any unreported usage and/or distribution of Exchange Data and/or Derived Data following submission of a User Report (including if FMX notifies Distributor of usage not contained within a User Report), Distributor shall promptly issue a corrected User Report to include such usage and shall remit to FMX any additional fees relating to such unreported usage and the applicable late charges.
- 8.3. FMX and/or its authorized representatives shall have the right, during the Term of the Agreement, and up to twenty-four (24) months thereafter, during Distributor's normal business hours, to access Distributor's premises, systems, applications, records and other information as may be reasonably necessary for the purpose of auditing the records and practices of Distributor related to Distributor's use and Distribution of the Content, Exchange Data and Derived Data and/or access to the Data Service (an "Audit"). FMX shall have the right to perform an Audit:

- 8.3.1. Once per twelve (12) month period on no less than thirty (30) days' notice; and



8.3.2. Without advance notice and more than once in any twelve (12) month period, if FMX reasonably suspects and can explain its suspicions of a material breach of this Agreement.

All confidential and proprietary information of Distributor observed during an Audit will be treated in accordance with the confidentiality provisions hereunder.

**8.4.** If any Audit determines that Distributor has Distributed or used any Exchange Data, Derived Data, Data Service or Content, or that any Subscriber or User has used Exchange Data, Derived Data, Data Service or Content, in violation of this Agreement or such Audit reveals an underpayment of Fees of 5% or more, in addition to any remedy to which FMX may be entitled at law or in equity, Distributor shall be liable for the cost of such Audit, any applicable Fees at FMX's then standard rates and late charges set forth on the FMX Division Site or as otherwise communicated to Distributor by FMX from time to time from, in case of such Fees and late charges, the date of this Agreement or the last Audit, whichever is later, until the date of current Audit. FMX's determination of the amount owed for the period covered by the Audit shall be final and binding and Distributor waives the right to challenge such determination whether by the institution of legal proceeding or otherwise.

**8.5.** Distributor shall pay any outstanding amounts revealed by Audit and applicable late charges within thirty (30) days of receipt of an invoice from FMX.

## **9. INDEMNITY.**

**9.1.** Distributor shall defend, indemnify and hold harmless FMX, its Affiliates, and its and their respective partners, directors, officers, employees, representatives, successors, assigns and agents (collectively, "FMX Parties") for, from and against any and all losses, liabilities, judgements, suits actions, proceedings, damages, demands, claims (including taxes), payments, expenses and costs (including any reasonable attorneys' fees, reasonable costs of investigation, discovery, litigation and settlement, interest and any judgments, fines and penalties) (collectively, "Losses") as incurred, including arising out of or in connection with any claim, investigation, action, proceeding, allegation or demand (each, a "Claim") made against any FMX Parties, in each case, arising out of or related to: (i) the Distributor Services, the Data Services, Exchange Data and/or Derived Data or FMX Parties', Distributor's, Subscriber's or Users' use thereof or access thereto; (ii) any act or omission of Distributor Subscriber or User in violation of this Agreement; or (iii) unauthorized use of Content. The foregoing indemnity in this Section 9.1 shall not apply to the extent that the Claim is caused directly and primarily by FMX's fraud, gross negligence or willful misconduct.

**9.2.** FMX agrees to defend (at its expense) Distributor, its Affiliates and its and their respective partners, directors, representatives, successors, assigns and agents (collectively, "Distributor Parties") from any and all Losses arising out of any third party claims against any Distributor Parties alleging that Exchange Data infringes or misappropriates any Intellectual Property Rights of such third party, and, in respect of such claims, FMX shall pay the costs and damages finally awarded by a court against Distributor in a non-appealable judgment or included in a settlement approved by FMX in writing signed by FMX, provided that: (a) Distributor does not weaken, impede or otherwise interfere with FMX defense or settlement, and Distributor fully cooperates with FMX in connection with the defense and settlement, of such claim, (b) Distributor is in compliance with the terms and conditions of this Agreement, and (c) once requested by FMX, Distributor promptly cease all use of any infringing or allegedly-infringing part of the Exchange Data. Notwithstanding anything set forth in this Agreement, FMX shall have no obligation to defend, and no liability, if the infringement or alleged infringement arises out of (1) any alteration, changes or modifications to Exchange Data not made by FMX, (2) use of Exchange Data in combination with anything not provided by FMX, (3) use of Exchange Data contrary to any terms of this Agreement, or (4) failure to use updated or modified versions of Exchange Data provided by FMX.

## **10. FEES**

- 10.1.** Distributor shall pay to FMX within (30) days after the Commencement Date and during the Term, a Connectivity Fee and other Fees due 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, Distributor shall, within thirty (30) days after the end of each calendar quarter during the Term, pay to FMX all other applicable Fees.
- 10.2.** Distributor shall be responsible for invoicing each Subscriber the applicable Fees, including User related Fees. FMX may send a courtesy invoice to remind Distributor of its payment obligations hereunder, but FMX's failure to do so shall not relieve Distributor of its obligations to make payment hereunder. If Distributor becomes aware of any unreported usage of Exchange Data, Data Service or Content following submission of a User Report (including if FMX notifies Distributor of usage not contained within a User Report), Distributor shall promptly issue a corrected User Report to include such usage and shall remit to FMX any additional fees relating to such unreported usage and the applicable late charges.
- 10.3.** Any payment required to be made by Distributor to FMX hereunder and not received by the due date hereunder shall be subject to a late charge set forth on the FMX Division Site or otherwise communicated to Distributor by FMX from time to time.
- 10.4.** All payments hereunder from Distributor to FMX shall be made without offset or deduction of any kind and shall be made by wire transfer of immediately available funds to the account set forth in Exhibit E or such other account as FMX may designate from time to time. Distributor 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.
- 10.5.** For the avoidance of doubt, any breach of this Section 10 will constitute a material breach of this Agreement. Notwithstanding anything to the contrary set forth herein and in addition thereto, in the event that Distributor fails to make any payment due hereunder within the time period stated in Section 10.1 above, FMX shall have the right to suspend any Distributor's, Subscriber's and/or User's use of or access to any or all aspects of or capabilities of (or accessible through) the Exchange Data and/or the supply of Exchange Data until such time as FMX receives such payment and all fees and other amounts due hereunder shall continue to accrue during such suspension.

## **11. REPRESENTATIONS AND WARRANTIES**

- 11.1.** Each Party hereby represents and warrants to the other Party as of the date hereof as set forth below:
- 11.1.1. the Party is an organization duly organized and validly existing under the laws of the country of its formation, with all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- 11.1.2. this Agreement has been duly and validly authorized, executed and delivered by the Party and it constitutes a valid and binding obligation of the Party, enforceable against the Party in accordance with its terms; and
- 11.1.3. 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.
- 11.2.** FMX hereby represents that it has and will have all necessary rights, licenses and approvals to provide the Exchange Data hereunder.

**11.3.** Distributor hereby represents that it has and will have all necessary rights, licenses and approvals to perform pursuant to this Agreement and to Distribute the Exchange Data as permitted hereunder.

**11.4.** The Parties each confirm that they use and shall use industry standard practices with regard to anti-virus software, firewall protection and decontamination tools in connection with the provision of their respective services.

**11.5.** THE DATA SERVICE, EXCHANGE DATA AND ANY AND ALL OTHER CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DISTRIBUTOR ASSUMES THE ENTIRE RISK OF AND AGREES TO RELEASE AND DISCHARGE FMX PARTIES AND THE SOURCES FROM ANY RESPONSIBILITY AND LIABILITY FOR ANY LOSS, COST, CLAIM OR DAMAGE (INCLUDING DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS) ARISING OUT OF OR OTHERWISE RELATING TO THE DATA SERVICE, EXCHANGE DATA, CONTENT, DERIVED DATA, OR ANY DISTRIBUTION OR USE THEREOF OR ANY MALFUNCTION, DELAY, INTERRUPTION, OMISSION OR FAILURE THEREOF. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, FMX PARTIES AND THE SOURCES MAKE NO AND EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, COVENANTS, CONDITIONS OR GUARANTEES RELATING TO THE DATA SERVICE, EXCHANGE DATA, AND CONTENT INCLUDING TO ANY AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE QUALITY, ACCURACY, TITLE, TIMELINESS, CURRENCY, ABSENCE OF VIRUSES OR DAMAGING OR DISABLING CODE, ANY WARRANTIES OR REPRESENTATIONS THAT DATA SERVICE, EXCHANGE DATA, CONTENT OR ACCESS TO ANY PORTION OF IT WILL BE (I) UNINTERRUPTED OR ERROR-FREE, OR (II) THAT DEFECTS IN THE DATA SERVICE, EXCHANGE DATA OR CONTENT 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. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAWS, NEITHER FMX PARTIES NOR THE SOURCES WILL HAVE ANY DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY EXCHANGE DATA AND/OR CONTENT.

## **12. LIMITATIONS OF LIABILITY.**

**12.1.** Except for the indemnity set forth in Section 9.1 above, the aggregate liability of FMX and its Affiliates for Losses arising out of or in connection with this Agreement, or in any way related to the subject matter of this Agreement, regardless of the type of claim or cause of action involved, whether the claim or cause of action for such Losses is based in contract, tort (including negligence) or strict liability, or otherwise, shall in no event exceed the Fees actually paid to FMX hereunder for the twelve months immediately preceding the event(s) giving rise to the claim (or would have paid in the first 12 months of a Term) less all amounts previously paid by FMX in respect to any other claims under this Agreement. In no event will any of the Sources or FMX Parties 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 arising out of or relating to the Agreement 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.

**12.2.** 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 FIVE HUNDRED THOUSAND US DOLLARS (US\$500,000.00) or the Fees actually paid to FMX hereunder for the 12 month period immediately preceding the event(s) giving rise to the claim, whichever is lesser.

**12.3.** 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 12.

## **13. TERM AND TERMINATION**

- 13.1.** Subject to earlier termination in accordance with its terms, this Agreement shall remain in full force for a term of two (2) years 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".
- 13.2.** This Agreement may be terminated by either Party as follows: 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.
- 13.3.** FMX may terminate this Agreement in whole or in part: (i) upon thirty (30) days prior written notice to Distributor in the event of any Change of Control of Distributor; (ii) immediately upon written notice to Distributor that (A) FMX ceases to do business or produce Exchange Data, or (B) any regulatory requirement or Applicable Law makes it impossible or impracticable in the reasonable discretion of FMX to produce Exchange Data; (iii) immediately upon written notice to Distributor if Distributor 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, in whole or in part, by providing ninety (90) days prior written notice to the other Party.
- 13.4.** 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 Section intended to survive such termination shall continue in full force and effect notwithstanding termination of this Agreement. In addition to Fees and any other charges incurred by Distributor through the date of termination, Distributor will be liable for Fees, including Connectivity Fees, and any other fees and charges associated with the remainder of any minimum commitment period applicable to such fees and charges, if any, set forth on the FMX Division Site or otherwise communicated to Distributor by FMX from time to time. If Distributor terminates this Agreement, any Fees which had been paid in advance will be retained by FMX.
- 13.5.** For the avoidance of doubt the following Sections shall survive termination of this Agreement: Sections 4 (License Limitations), 5 (Distribution Terms), 6 (Intellectual Property Rights), 8 (Audit), 9 (Indemnity), 10 (Fees), 11.5, 12 (Limitations of Liability), 13 (Termination), 14 (Confidentiality), 15 (Governing Law). Upon termination of this Agreement, in whole or in part, (i) Distributor shall immediately destroy any and all FMX Confidential Information in its possession or control so that no FMX Confidential Information can be practicably read or reconstructed, including terminating any and all access to or use of Content by any Subscriber or User, (ii) Distributor shall pay to FMX any and all Fees and any other charges due hereunder, and (iii) the licenses granted pursuant to this Agreement shall immediately terminate and Distributor shall have no right to use and shall immediately stop using any Content provided hereunder.
- 13.6.** The FMX may at any time, withdraw, suspend or modify the availability of all or part of Data Service, and/or Exchange Data or any Distributor's access thereto, including for security reasons or in the event of a breach or suspected breach of this Agreement.

## **14. CONFIDENTIALITY**

- 14.1.** "Confidential Information" of FMX shall include the Content 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 provided or disclosed to Distributor and/or its Affiliates or its or their employees, agents or contractors or which is acquired by or otherwise comes to the knowledge of Distributor and/or its Affiliates or its or their employees, agents or contractors in connection with this Agreement (collectively, "FMX Confidential Information").

“Confidential Information” of Distributor shall mean the Distributor Services and any documentation relating thereto that is non-public, proprietary or confidential in nature and is provided to FMX by the Distributor 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.

**14.2.** The provisions of Section 14.1 shall not apply to:

**14.2.1.** information which (i) is already in the possession of the Party subject to the confidentiality obligations, (ii) 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, (iii) is independently developed by the Party subject to the confidentiality obligations, or (iv) 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;

**14.2.2.** disclosures to legal counsel or auditors of the Party who are subject to an obligation of confidentiality; or

**14.2.3.** disclosures required by Applicable Law, 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: (i) Affiliates of FMX or their service providers; (ii) acquirers of FMX or all or a substantial part of FMX’s assets or business; or (iii) 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.

**14.3.** 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.

**14.4.** 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.

## **15. MISCELLANEOUS**

### **15.1. Force Majeure**

**15.1.1.** Except for Distributor’s obligation to pay FMX all amounts due hereunder, neither Party shall be liable for any delay or failure in the performance of its obligations hereunder if and to the extent such delay or failure is caused, directly or indirectly, by fire, flood, explosion, war, terrorism, earthquake, elements of nature or acts of God or the public enemy, riots, civil disorders, rebellions or revolutions in any country, embargo, strikes, lockouts, or labor difficulties, epidemic, pandemic, civil or military authority, any requirements, restrictions, or prohibitions or any acts or failures to act of any Governmental Authority, or any other cause, whether or not similar to the foregoing or foreseen by the Parties, beyond the reasonable control of such Party. Except as provided in Section 15.1.2, any Party so delayed in its performance shall immediately notify the other by telephone, confirm in writing, and describe in reasonable detail the circumstances causing such delay.

**15.1.2.** Notwithstanding any other provision of this Agreement, FMX shall be excused from performing its obligations under this Agreement to the extent that, during the period that

there exists downtime or delays in the delivery of any Data Service or Exchange Data to Distributor as contemplated by this Agreement: (i) caused by regularly scheduled maintenance or failures in systems or equipment not provided or maintained by FMX or an Affiliate; (ii) caused by any defects or changes in any system, computer hardware, or communications system used by Distributor in connection with its receipt of the Data Service or Exchange Data and not provided or maintained by FMX or an Affiliate; (iii) Distributor Services; or (iv) an order of Governmental Authority enjoining, prohibiting, restricting or terminating distribution of Exchange Data by FMX. FMX will exercise its reasonable efforts to minimize downtime and delays in such event.

15.1.3. During the time that any of the events specified in Sections 15.1.1 and 15.1.2 above continue to exist, each of the obligations of each Party hereto, other than those affected by the events listed in Sections 15.1.1 and 15.1.2 above, shall remain in full force and effect and each Party shall continue to perform such obligations hereunder.

**15.2. Notices.** 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 mail or courier, or delivered by electronic mail.

If to FMX:

FMX Futures Exchange, L.P.  
499 Park Avenue  
New York, NY 10022

If to Distributor:

[COMPANY NAME]  
[COMPANY ADDRESS]

Attention: [●]

Attention: [●]

with a copy to:

Fenics Market Data  
55 Water Street, 10<sup>th</sup> floor  
New York, NY 10041

General Counsel  
499 Park Avenue  
New York, NY 10022

FMXDataNotifications@fenics.com

A 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 mail, or courier; or (ii) at the time of receipt in legible form, if delivered by electronic mail.

**15.3. No Joint Venture.** This Agreement does not create any joint venture, agency or partnership relationship. Distributor acknowledges that FMX or its Affiliates may be evaluating similar products, services and/or proposals from competing parties and may be considering internal development of capability similar to the Distributor Services. Nothing in this Agreement shall restrict the right of FMX or its Affiliates to develop, procure or market products or services which may be competitive with those offered by Distributor, including the Distributor Services, nor obligate FMX or its Affiliates to obtain any products or services from Distributor, nor prevent FMX or its Affiliates from entering into similar agreements or involvements with other companies or individuals, including those concerning products or services which may be competitive with the Distributor Services, nor obligate FMX or its Affiliates to disclose any such arrangement to Distributor.

#### **15.4. Amendment.**

15.4.1. 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 Section the word "variation" shall include any variation, supplement, deletion or replacement however effected.) Notwithstanding the foregoing FMX may amend any provision of this Agreement, including any and all of the Exhibits and/or Order Form, at any time by posting amendments on the FMX Division Site, and any such amendments will be binding on Distributor. FMX will endeavor to provide prior notice to Distributor of any such amendments (where practicable and not prohibited by Applicable Law, 90 days' prior notice) through the FMX Division Site, through electronic or other communication with Distributor of any such amendments. However, such prior notice may not be practicable under the circumstances. In addition, in exigent circumstances or an emergency, FMX may not be able to, and are not required to, provide such prior notice, as determined in FMX's discretion. All amendments are binding upon Distributor in every circumstance.

15.4.2. This Agreement contains the entire agreement between the Parties with respect to the subject matter contemplated herein, and supersedes all prior agreements, written or oral, if any.

#### **15.5. Governing Law.**

15.5.1. 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.

15.5.2. 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, and (iii) 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.

**15.6. Injunction.** The Parties acknowledge that in the event of a breach or a threatened breach by Distributor of its obligations under this Agreement, FMX and its Affiliates will not have an adequate remedy at law. Accordingly, in the event of any such breach or threatened breach by Distributor, FMX and its Affiliates shall be entitled to such equitable and injunctive relief as may be available to restrain Distributor and any business, firm, partnership, individual, corporation or entity participating in such breach or threatened breach from the violation of the provisions hereof. Distributor agrees not to oppose the granting of such relief and agrees to waive any requirement for the securing or posting of any bond in connection with such remedy, as permitted by law. Nothing herein shall be construed as prohibiting FMX or any of its Affiliates from pursuing any other remedies available at law or in equity for such breach or threatened breach.

**15.7. Names and Marks.** Neither Distributor nor FMX shall use the name of the other for advertising without the prior written consent of the other.

**15.8. 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.

**15.9. 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.

**15.10. Invalidity.**

15.10.1. 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

15.10.2. to the extent it is not possible to delete or modify the provision, in whole or in part under Section 15.10.1, 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 Section 15.10.1, not be affected.

**15.11. Waiver.** No delay or failure on the part of either Party in the exercise of any right granted under this Agreement or available at law or equity shall be construed as a waiver of such right. All waivers must be in writing and signed by an authorized representative of each of the Parties.

**15.12. Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other Party, except that this Agreement may be assigned at any time, from time to time, in whole or in part, by FMX.

**15.13. Miscellaneous.** This Agreement is intended to be solely for the benefit of the Parties hereto and, except as otherwise specifically set forth herein, is not intended to confer any benefits upon or create any rights in favor of any Person other than the Parties and their successors and permitted assigns. For the avoidance of doubt, (i) FMX Affiliates may perform obligations of FMX under this Agreement on behalf of FMX and (ii) FMX Affiliates and Sources are third party beneficiaries of this Agreement and will have the right to enforce the provisions of this Agreement against the Distributor as if they were FMX and/or any other rights of action which may arise in connection hereto. All remedies in this Agreement are cumulative, in addition to and not in lieu of any other remedies available to a Party at law or in equity, subject only to the express limitations on liabilities and remedies set forth herein.

*[Signature page follows]*



IN WITNESS WHEREOF, the Parties intending to be legally bound have caused this Agreement to be executed by their authorized representatives as of the Effective Date.

FMX Futures Exchange, L.P.

For Distributor:

\_\_\_\_\_

\_\_\_\_\_

By:

By:

Name:

Name:

Title:

Title:

Exhibit A	Form of Order Form
Exhibit B	Fees
Exhibit C	Data License
Exhibit D	User Report
Exhibit E	Wire Instructions

[Signature page to the FMX Data Distribution Agreement by and between FMX Futures Exchange, L.P. and [DISTRIBUTOR] with an effective date of [DATE].]

## Exhibit A

### Order Form

This Order Form is issued pursuant to the FMX Data Distribution Agreement dated as of \_\_\_\_\_[date] (the "Agreement") by and between FMX Futures Exchange, L.P., a Delaware limited partnership ("FMX"), and [●], a \_\_\_\_\_ (along with its Affiliates identified in this Order Form, collectively, "Distributor"), and is in all respects subject to the terms and provisions of the Agreement, the terms and provisions of which are hereby incorporated herein by this reference. All terms defined in the Agreement and not otherwise defined in this Order Form, shall have the respective meanings set forth in the Agreement.

Commencement Date of Order Form	
Exchange Data	
Fees	

(1) Please provide the names and types of any and all Distributor Services where the Exchange Data and/or Derived Data will be Distributed and a description of those services:

Distributor Service Name	Description
[TBC]	

(2) Please mark all of the appropriate box(es) describing how the Exchange Data and Derived Data are Distributed via each Distributor Service:

Distributor Service Name	Distributes for Display Use (Yes/No)	Distributes for Non-Display Use (Yes/No)	Creates Derived Data (Yes/No)	Distributes Derived Data (Yes/No)
[TBC]				

(3) Please mark all of the appropriate box(es) describing how the Exchange Data and Derived Data are provided to the Subscriber (if "other", please provide a description):

Distributor Service Name	Streaming (Yes/No)	Intraday Snap (Yes/No)	Closing End of Day (Yes/No)	End of Day Surveillance Data (Yes/No)	Drop Copy (Yes/No )	Historical (Yes/No)	Other
[TBC]							

(4) If Exchange Data is available for Delayed Streaming, please mark all of the appropriate boxes:

Distributor Service Name	Wallboard (Yes/No)	Portal (Yes/No)	Public Website (Yes/No)	Other
[TBC]				

(5) Please mark all of the appropriate box(es) describing how the Distributor Service(s) are provided to the Subscriber (if "other", please provide a description):

Distributor Service Name	Secure internet connection (Yes/No)	Internet connection (Yes/No)	FTP (Yes /No)	Dedicated tail circuit (Yes/No)	VPN (Yes/ No)	Other
[TBC]			Yes			

(6) Please list the connectivity used to receive the Exchange Data and Derived Data:

Distributor Service Name	Data Service established by Distributor (Yes/No)	Data Service via Third Party (Yes/No)	Name of Data Service Third Party	Other
[TBC]				

(7) Minimum commitment period: Twenty-four (24) months from the Commencement Date, automatically extended for additional twelve (12) month periods, or as set forth on the FMX Division Site or otherwise communicated to Distributor by FMX from time to time.

(8) Please list all Affiliates of Distributor involved in provision of Data Services and/or Distribution of Exchange Data:

Distributor Service Name	Name of Affiliate	Role of Affiliate
[TBC]		

(9) Please provide any and all additional applicable information below:

Distributor Service Name	Other
[TBC]	

(i) "Closing End of Day" refers the closing prices of instruments at the end of each trading session.

(ii) "Drop Copy" refers to client specific trade and order data for the entire trading session (e.g., trading day).

(iii) "End of Day Surveillance Data" refers to an end of day file delivery where the file contains anonymized trade and order data for all clients at the end of each trading session as well as tick by tick data for the entire trading session (e.g., trading day).

(iv) "Historical" refers to past market information that is at least 24 hours old (T+1), including prices,

volume, and other related metrics, for a specific financial security, asset class, or financial market.

(v) "Intraday Snap" refers to the real-time or historical price and volume information of an instrument, snapped, captured, and recorded at frequent intervals throughout the trading day.

(vi) "Portal" refers to display on an internal only website (e.g., intranet).

(vii) "Streaming" refers to continuous flow of data.

(viii) "Wallboard" refers to display on an internal shared screen with streaming ticker (e.g., on the trading floor).

By executing this Order Form below, Distributor acknowledges that it has reviewed and agreed to the terms set out in this Order Form.

For Distributor	For FMX Futures Exchange, L.P.
By: _____ _____	By: _____ _____
Name: _____ _____	Name: _____ _____
Title: _____ _____	Title: _____ _____
Date: _____ _____	Date: _____ _____

**EXHIBIT B**

**FEES**

## Exchange Data Fees

All fees in USD per month

Connectivity Vendor / Exchange Data Distributor			
Exchange Data		Connectivity Fee	
Connectivity:		\$2,000.00	
Connectivity (Wall Clock FIFO)***:		\$12,000.00	
Data Distributed by Connectivity Vendor /Exchange Data Distributor		Distribution Frequency *	
Exchange Data	Real Time, L1 & L2 (1)		\$2,000.00
	Delayed Streaming, L1 (2)		
	Historical, L1 & L2 (3)		\$1,000.00
	# of Drop Copies**		
	per Subscriber		
	Per Drop Copy		
	Drop Copy for Surveillance	1	\$0.00
		2+	\$100.00 ea
	Users per Subscriber		
	End of Day Surveillance Data	1 to 10 Users	\$150.00
11 to 20 Users		\$300.00	
21 to 30		\$450.00	
31 to 50		\$600.00	
Derived Data		Included in Exchange Data license for L1 and L2	
Data Distributor		L1	
Retail Platform (4)		Real Time - Display Only	\$10,000.00
Institutional Platform (5)		Real Time - Display Only	\$2,000.00
*Distribution frequency by trading connectivity vendor/exchange data distributor (1) Includes Realtime, Delayed Streaming, and Derived Data licenses pursuant to the applicable agreement (2) Minimum 10 minute delayed required, Includes derived data license pursuant to applicable agreement (3) Includes derived data license pursuant to applicable agreement (4) Unlimited number of Non-Professional Users included (e.g., users trading on retail platform,) connectivity fees in addition. (5) Professional User Fees and other fees are in addition. **Per client trading on the exchange *** When available, For Equinix NY4 and CH4 only. Subject to Exchange waiver and other policies.			
Trading Connectivity Client / Exchange Data Distributor's Subscriber/ Subscriber			
Exchange Data		Connectivity Fee	
Connectivity:		\$0.00	
Connectivity (Wall Clock FIFO)***:		\$12,000.00	
Display Use/per User:		Data Type	L1L2
Professional User	Real Time:	\$95.00	
	Delayed Streaming (6)	\$0.00	N/A
Non-Professional User	Real Time	\$1.50	\$10.00
	Delayed Streaming (6)	\$0.00	N/A
User	# of Drop Copies**		
	per Subscriber		
	Per Drop Copy		
	Drop Copy for Surveillance	1	\$0.00
		2+	\$100.00 ea
	Users per Subscriber		
	End of Day Surveillance Data	1 to 10 Users	\$150.00
		11 to 20 Users	\$300.00
21 to 30		\$450.00	
31 to 50		\$600.00	
Non-Display Use/ per Application:		Data Type	L1L2
Single Application License (SAL) (7)	Real Time	\$990.00	\$2,500.00
	Delayed Streaming (6):	Included in SAL Real Time	
Enterprise Application License (EAL) (8)	Real Time	\$6,000.00	
	Delayed Streaming (6)	Included in EAL Real Time	
	Internal distribution of Derived Data	Included in EAL Real Time	
Users: Wallboards (9) & Portals (10)		Data Type	L1
Portal	Delayed Streaming:	\$400.00	
Wallboard	Delayed Streaming:	\$400.00	
Notes: **Per client trading on the exchange *** When available, For Equinix NY4 and CH4 only. (6) Minimum 10 minute delay required (7) Single application, internal use/display only, pursuant to the applicable Exchange agreement, does not include Derived Data rights. (8) Multiple applications, internal use/distribution only, pursuant to the applicable Exchange agreement, includes Derived Data rights but does not include historical data rights or files. (9) Wallboard - display only, internal shared screen with streaming ticker (e.g., on the trading floor). (10) Portal - display only, internal only website (e.g., intranet). Subject to Exchange waiver and other policies. Updated 09/05/2024			

**EXHIBIT C**  
**DATA LICENSE TERMS**  
**[TO BE PROVIDED]**



**EXHIBIT D**

**USER REPORT**

[TO BE PROVIDED BY FMX.]

**EXHIBIT E**

**WIRE INSTRUCTIONS**

Account Number	1233106632
Active ACH Blocks/Filters	Yes
Routing number ACH/EFT	121000358
Routing number DOM. Wires	026009593
Swift Code INTL WIRES	BOFAUS3N (BOFAUS6S if incoming wire is in foreign currency)
Account Name	Fenics Software Inc 110 East 59 <sup>th</sup> Street Fl 7 New York, NY 10022