

CONNECTIVITY SERVICE AGREEMENT

THIS CONNECTIVITY SERVICE AGREEMENT (“**AGREEMENT**”) IS MADE BY AND BETWEEN ONECHICAGO, LLC (“**ONECHICAGO**,” “**ONE**,” OR THE “**EXCHANGE**”), A DELAWARE LIMITED LIABILITY COMPANY WITH ITS PRINCIPAL PLACE OF BUSINESS AT 311 SOUTH WACKER DRIVE, SUITE 1700, CHICAGO, ILLINOIS 60606, U.S.A., AND

Customer

WITH ITS PRINCIPAL PLACE OF BUSINESS AT:

Address

City, State

Zip Code

1. INTRODUCTION AND NATURE OF AGREEMENT

OneChicago provides to its customers various methods by which such customers may connect electronically to the Exchange to facilitate customer’s or customer authorized user’s trading of OneChicago Contracts or receiving of market data derived from the trading of OneChicago Contracts. OneChicago provides these connection methods and Customer wishes to connect to the Exchange via such connection methods. Subject to all the terms and conditions set forth herein, OneChicago agrees to make available to Customer the connection method selected by the Customer in the Connectivity Request Form(s). Customer agrees to be fully responsible for any transactions effected through the connection method by Customer or Customer’s users. Customer and OneChicago each represent and warrant that they are fully authorized to enter into the Agreement.

2. DEFINITIONS AND INTERPRETATIONS

- (a) “Customer” means the signatory to this Agreement, and any employee, agent, affiliate, or related party thereof, provided access via a OneChicago Connection Method pursuant to this Agreement.
- (b) “Customer Authorized User” means any user that accesses any OneChicago system through the OneChicago Connection Method selected by Customer pursuant to the Connectivity Request Form(s).
- (c) “Customer Fees” means the fees payable by Customer to OneChicago for the OneChicago Connection Method, as set forth in the Fee Schedule, which OneChicago shall make available on its publicly accessible website.
- (d) “Direct Connection” shall mean a physical connectivity solution permitting Customer to connect directly to OneChicago. Via Direct Connection, a Customer may connect directly to OneChicago from leased space within the same data center or deliver a circuit to a OneChicago designated patch panel.
- (e) “OneChicago Connection Method” shall mean the manner in which Customer and any Customer Authorized Users access a OneChicago system, as selected by customer in Connectivity Request Form(s). The OneChicago Connection Method shall either be a Direct Connection or Virtual Private Network Connection, as those terms are defined in this Section.
- (f) “OneChicago Contracts” means all contracts that may be traded on the OneChicago trading platform.
- (g) “Rules” is given the meaning as defined by OneChicago Rule 155 (including, without limitation, any successor Rules thereto). Any term capitalized but not defined in this Agreement shall have the meaning ascribed to it in the OneChicago Rulebook.

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- (h) "Service Commencement Date" shall mean the date that is ten business days after the date on which OneChicago declares to Customer that OneChicago is prepared to initiate the connectivity, either through Direct Connection or VPN Connection. The Term (pursuant to Section 8) and Fees (pursuant to the Fee Schedule and Section 5) shall commence on the Service Commencement Date.
- (i) "Virtual Private Network Connection" or "VPN Connection" shall mean an encrypted and secure site-to-site virtual private network tunnel over the Internet.

3. GENERAL TERMS AND CONDITIONS

A. SERVICE COMMITMENT

OneChicago will provide Customer with access to a OneChicago system via the OneChicago Connection Method selected by Customer in the Connectivity Request Form(s), and OneChicago represents that it will use reasonable efforts to ensure that such access is uninterrupted.

B. COMPLIANCE WITH RULES

Transactions that take place on the OneChicago trading platform are subject to the Rules. Customer agrees at all times to comply with and be subject to the Rules. In the event of a conflict between the provisions of this Agreement and the provisions in the applicable Rules, the Rules shall govern. Customer will familiarize Customer's employees, agents, and contractors with the obligations under this Agreement. Customer shall cause all of its employees, agents, and independent contractors who enter orders into, or otherwise access and use, the OneChicago trading platform through the OneChicago Access Method to comply with all of the terms and conditions of this Agreement. Customer shall be responsible for the acts, omissions, and failures to comply with this Agreement.

C. CONFIDENTIALITY OF ONECHICAGO INFORMATION

The information provided through the OneChicago Connection Method as to the price and quantity of orders entered by other persons also having access to the OneChicago Connection Method are trade secrets, proprietary to OneChicago. Customer agrees to keep such information confidential, and to utilize such information solely for its own trading activities and the trading activities of Customer's Authorized Users. Customer agrees that all such information is the property of OneChicago. Customer shall not disclose, and shall use reasonable efforts not to permit the disclosure of, any part of such information to any other person. The foregoing shall not apply to any information which is publicly available, information which comes into the possession of Customer other than as a result of breach of this Agreement, and information required by any legal or regulatory authority.

D. APPLICABLE CONSENTS

Customer warrants and covenants that it has obtained or, prior to the installation of any OneChicago Connection Method, will have obtained, and will maintain throughout the term of this Agreement, any and all consents and registrations required (i) to authorize Customer and/or Customer Authorized Users to enter transactions into the OneChicago trading platform or to receive market data from the Exchange pursuant to a separate market data agreement, (ii) to connect to a OneChicago system via the OneChicago Connection Method, and (iii) to enable Customer to pay all Customer Fees and other charges payable to OneChicago pursuant to this Agreement. Examples of entities from which consent may be required include, without limitation, banking and telecommunications authorities, governmental and self-regulatory bodies, and other third parties such as landlords. Customer agrees to comply with any terms imposed by any such entity. Customer further represents and warrants that it shall comply with all applicable laws pertaining to the use of the OneChicago trading platform and all transactions in connection therewith. Customer agrees to notify OneChicago immediately if any consent required to be obtained pursuant to this Section 3 is withdrawn.

E. PERMITTED USES

Customer will not use or permit the use of any OneChicago system or information contained in or provided through any OneChicago system for any illegal purpose.

F. NO CONTRAVENING CONTRACT

Customer warrants and covenants that this Agreement does not now and will not hereafter contravene or breach any contract or agreement, written or oral, in existence on the date hereof or which may come into existence hereafter to which Customer is or may become a party or by which it is or may hereafter be bound.

G. ONECHICAGO MODIFICATIONS

Customer acknowledges and agrees that OneChicago may modify any OneChicago system and any OneChicago Connection Method made available generally to Customers and may terminate any non-contracted service formerly supplied to Customers. OneChicago shall provide Customer with prior notice of such modification or termination if practicable. If prior notice is not practicable, OneChicago shall provide Customer with notice as soon as practicable after such modification or termination. The OneChicago Connection Method may undergo routine maintenance and scheduled testing, which may impair Customer's use of the Connection Method. OneChicago will use reasonable efforts to provide Customer with advanced notice of such routine maintenance and scheduled testing, and to schedule such testing or maintenance outside of normal business hours.

H. INDEMNIFICATION TO ONECHICAGO

Customer hereby agrees that it shall indemnify and hold harmless OneChicago, its affiliates, officers, directors, employees, agents, contractors, and suppliers from any losses, damages, reasonable costs and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement by Customer or any Customer Authorized User. OneChicago will promptly notify Customer of any claim, action, suit, or demand that may trigger Customer's obligations under this Section 3(h). Customer shall control the defense and settlement of any claim, action, suit, or demand for which Customer is required to indemnify OneChicago under this Section 3(h), but will not enter into any settlement without OneChicago's prior written consent, which shall not be unreasonably withheld.

I. TRADING PLATFORM AND MARKET DATA USE SUBJECT TO OTHER AGREEMENTS

Customer acknowledges that use of the trading platform or receipt of market data information are each subject to and governed by agreements other than this CSA.

J. CUSTOMER ACCESS AND REPORTING

- (i) Before Customer provides any Customer Authorized User with access to any OneChicago system through a OneChicago Connection Method, Customer must first request and receive, in writing, approval from OneChicago to permit access for such Customer Authorized User.
- (ii) A Customer that is providing access to Customer Authorized Users through a OneChicago Connection Method must report on a monthly basis, and in the form and manner as provided by OneChicago, the following information regarding its Customer Authorized Users: legal name and address, type of network access, and IPs and ports through which access to each Customer Authorized User is provided.
- (iii) If OneChicago notifies Customer that any of its Customer Authorized Users is delinquent on payment of its fees due under this Agreement to OneChicago, then Customer must, with reasonable expediency, cease providing the OneChicago Connect Method to such Customer Authorized User.

4. JURISDICTION OF THE EXCHANGE

In accordance with OneChicago Rule 307 (including, without limitation, any successor Rules thereto), by accessing or entering any transaction into the OneChicago trading platform, and without any need for any further action, undertaking, or agreement, Customer agrees to become subject to the jurisdiction of the Exchange with respect to any and all matters arising from, related to, or in connection with, the status, actions, or omissions of Customer. Any Customer whose Access Privileges are revoked, terminated, or canceled shall remain subject to the jurisdiction of the Exchange with respect to any and all matters arising from, related to, or in connection with, the status, actions or omissions of such Customer.

5. PAYMENTS AND FEES

Customer must pay monthly fees that are set out in the Fee Schedule for the OneChicago Connection Method selected by Customer in the Connectivity Request Form(s). Failure to pay any monthly fee within thirty (30) days following the receipt of the invoice may result in suspension or termination of a Customer's use of the OneChicago Connection Method. Payments not received within thirty (30) days will accrue interest at a rate of 1.5% per month, or the highest rate allowed by the laws of the state of Illinois, whichever is lower. OneChicago reserves the right to change fees to be charged for an upcoming Term upon no less than sixty (60) days' notice before the commencement of such new Term. Fees for the first month shall be a prorated portion of the monthly fee based upon the number of days between and including the Service Commencement Date and the last calendar day of that month.

All fees for the OneChicago Connection Method are exclusive of any taxes. Except for taxes based on OneChicago's net income, Customer shall be responsible for payment of all applicable taxes, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges or surcharges, however designated, imposed or based upon the sale or use of the OneChicago Connection Method.

6. SOFTWARE PROVIDED BY ONECHICAGO

Any computer software and related documentation provided by OneChicago to Customer is subject to additional terms and conditions, which are posted by OneChicago at the secure access site for such software or otherwise made available to Customer by OneChicago.

7. PRIVACY STATEMENT

To enable OneChicago to perform under this Agreement, Customer may need to provide personal data to OneChicago. All data provided by Customer will be kept secure and confidential and will only be used for the purposes of (1) processing and implementing this Agreement, and (2) complying with the rules and regulations of the Commodity Futures Trading Commission, the Securities and Exchange Commission, or any other regulatory authority. No other use will be allowed unless prior written consent is provided by the Customer. For more information, please see OneChicago's Privacy Statement, which may be found at <http://www.onechicago.com>.

8. TERM OF AGREEMENT

The Term of this Agreement shall be twelve (12) full calendar months for Customers selecting the Direct Connection access method, and six (6) full calendar months for Customers selecting the VPN Connection access method. In either case, the Term

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shall begin on the Service Commencement Date. Such Term will automatically renew, unless Customer or OneChicago provides the other with notice of termination in accordance with Sections 9 and 14 of this Agreement.

If, during the course of its Term under this Agreement for a VPN Connection, Customer elects to change its service to a Direct Connection, the VPN Connection Term shall be terminated, and simultaneous with the termination of the Term for the VPN Connection, a new Term shall begin for the Direct Connection. The fees due for such Direct Connection Term shall be those established in the Fee Schedule.

In the event that a Customer, during the term of an Agreement for a Direct Connection Access Method, chooses to migrate to a data center other than the data center at which it maintained a presence upon the Service Initiation Date, OneChicago will assess on Customer a migration fee described in the Fee Schedule and upon payment of such migration fee to OneChicago, Customer shall begin a new Term for its Direct Connection at the new data center.

9. TERMINATION

Customer may terminate this Agreement only upon sixty (60) days' notice by Customer to OneChicago at the physical and e-mail addresses for OneChicago listed below in Section 14. In the event that Customer chooses to terminate the Agreement, Customer shall be responsible for 100% of the remaining monthly fees for the Term.

OneChicago may terminate the Agreement at any time upon the occurrence of any of the following events:

- (a) Any fees due hereunder from Customer to OneChicago are past due;
- (b) Customer breaches a material obligation of this Agreement;
- (c) Termination is required by law, regulation, or order of a court of competent jurisdiction;
- (d) Customer becomes insolvent or has an involuntary petition for bankruptcy filed against it; or
- (e) Customer ceases to do business as a going concern.

OneChicago shall bear no liability as a result of any such termination. In the event of the occurrence of the items specified in subsections (a) or (b), OneChicago's right to terminate shall take effect thirty (30) days after the event listed in the relevant subsection has occurred, unless Customer cures such breach within such notice period. In the case of termination pursuant to subsections (a) or (b), Customer shall remain liable for any fees left unpaid from the date of cancellation to the remainder of the Term. In the event of the occurrence of any of the items specified in subsections (c), (d), or (e), OneChicago need not provide Customer with prior notice before terminating the Agreement.

Customer may terminate this Agreement after the date of execution as indicated below, but before the Service Commencement Date, with no prior notice required, provided that Customer will be required to pay the termination fee described in the Fee Schedule in order for such termination to be effective.

10. LIMITED WARRANTY AND LIMITATION OF LIABILITY

ONECHICAGO RULE 422 CONCERNING LIABILITY AND WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY SUCCESSOR RULE THERETO) IS INCORPORATED HEREIN BY REFERENCE AND APPLIES WITH THE SAME FORCE AND EFFECT AS IF IT WAS REPRODUCED IN ITS ENTIRETY IN THIS AGREEMENT. RULE 422 SETS OUT THE ENTIRE LIABILITY OF THE EXCHANGE TO CUSTOMER. ALL OTHER LIABILITY OF THE EXCHANGE UNDER OR IN CONNECTION WITH THIS AGREEMENT IS EXCLUDED, EXCEPT TO THE EXTENT THAT IT IS NOT PERMITTED TO BE EXCLUDED BY APPLICABLE LAW.

CUSTOMER UNDERSTANDS AND AGREES THAT ONECHICAGO IS ONLY A SUPPLIER OF ACCESS TO THE EXCHANGE AND IS NOT DIRECTLY OR INDIRECTLY A PARTY TO OR PARTICIPANT IN ANY TRADE OR TRANSACTION ENTERED INTO OR OTHERWISE CONDUCTED THROUGH THE ONECHICAGO CONNECTION METHOD. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE LIABILITY OF ONECHICAGO WITH RESPECT TO TRANSACTIONS ENTERED INTO THROUGH THE ONECHICAGO CONNECTION METHOD IS SUBJECT TO AND LIMITED BY THE RULES.

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11. DISPUTES

ANY DISPUTE ARISING FROM THIS AGREEMENT SHALL BE BROUGHT IN ACCORDANCE WITH AND SHALL BE SUBJECT TO THE TERMS, INCLUDING WITH RESPECT TO TIMING OF THE CLAIM AND PAYMENT OF EXPENSES, SET FORTH IN THE RULES (INCLUDING, BUT NOT LIMITED TO, ONECHICAGO RULES 422 AND 801, AND ANY SUCCESSOR RULES THERETO).

12. EQUITABLE REMEDIES

Customer acknowledges and agrees that the violation of Customer’s obligations under this Agreement may cause irreparable harm to OneChicago and any OneChicago systems, which harm may not be compensable solely by monetary damages, and that, therefore, in the event of an actual or threatened breach by the Customer of any section, OneChicago may be entitled to injunctive and other equitable relief. Any such equitable relief granted shall be without prejudice to any other rights and remedies as OneChicago may have under this Agreement.

13. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, without giving effect to its conflict of laws principles, and the Federal laws of the United States of America. Customer consents and agrees, and hereby submits, to the general and exclusive jurisdiction of the Federal and State courts in Chicago, Illinois, agrees to commence actions, suits, and proceedings only in such courts, and waives any objection to venue in any such jurisdiction in the event any action, suit, or proceeding is commenced in such courts under or with respect to any matters in connection with this Agreement.

14. NOTICES

Any notice required or permitted to be given in connection with this Agreement will be deemed to be delivered and received (a) upon personal delivery to the party to be notified; (b) one business day after deposit with a nationally recognized overnight carrier, specifying next business day delivery, with written verification of receipt; (c) five days after being sent by certified or registered mail, postage prepaid with return receipt requested, or (d) on the next business day if sent by e-mail during normal business hours of recipient and, if to Customer, addressed to Customer at the following address:

Customer E-mail:	Address
or if to OneChicago at:	City, State
OneChicago, LLC	
311 South Wacker Drive, Suite 1700	
Chicago, Illinois 60606	Zip Code
Attention: Legal Department		

legal@onechicago.com

Or to such other address OneChicago may specify in writing to Customer from time to time.

15. AMENDMENTS

Except for the termination provision in Section 9, OneChicago may modify any of the terms and conditions generally applicable to Customers that are set forth in this Agreement by sending at least 30 days’ prior written notice of the modification to Customer.

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OneChicago's written notice may be in the form of an e-mail addressed to the e-mail address provided by the Customer in Section 14. If Customer does not consent to the modification, Customer may terminate this Agreement by sending a written notice of termination to OneChicago within 20 days of receiving notification of the modification; provided that if OneChicago increases Customer Fees, Customer may terminate only with respect to the OneChicago Connection Method to which such fee increase relates. Any such termination will be effective as of the date on which the modification would have taken effect. OneChicago may at any time decrease the Customer Fees or modify the Rules without notice. If OneChicago amends any OneChicago Rule referenced in this Agreement as to materially modify the rights or obligations of Customer pursuant to this Agreement, Customer may terminate this Agreement upon thirty (30) days' notice.

16. ASSIGNMENT

Customer shall not assign or transfer or purport to assign or transfer this Agreement or any part of it or the benefit or burden thereof. Any purported assignment in contravention of this section shall be void. OneChicago may, without prior written consent of the Customer, assign or transfer this Agreement or its rights and obligations hereunder to any of its Affiliates in connection with the merger or acquisition of OneChicago or the sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

17. NO THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended, expressly, or by implication, to purport to confer a benefit or right of action upon a third party.

18. HEADINGS

The headings in this Agreement are provided for convenience and reference only and have no legal effect on the Agreement's construction or interpretation and in no way define, limit, construe, or describe the scope or extent of such section.

19. NO WAIVER

No failure on the part of OneChicago or the Customer to exercise, and no delay on either part in exercising, any right or remedy under this Agreement will operate as a waiver thereof or of any requirement, nor will any single or partial exercise of any right or remedy preclude any other or further or future exercise thereof or the exercise of any other right or remedy.

20. FORCE MAJEURE

Any delay in or failure of performance by OneChicago under this Agreement will not be considered a breach and will be excused to the extent such delay in or failure is caused by any event beyond the reasonable control of OneChicago, including, but not limited to, acts of God, acts of terrorism, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, acts or omissions of a third party hardware or software supplier or a third party communications provider, power outages and governmental restrictions.

21. USE OF NAME

Neither OneChicago nor Customer shall use the name of the other for advertising or publicity purposes without mutual agreement of OneChicago and Customer.

22. SURVIVAL

The provisions of Sections 5, 9, 10, 13, 14, 16, 17, 18, 19, 21, 22, 23 shall survive termination of this Agreement.

23. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Customer and OneChicago, except for the applicable OneChicago Rules, regarding the subject matter hereof and supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations between the Customer and OneChicago. Except as set forth in Section 15, this Agreement may be amended only by a writing executed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement, which is effective as of the date this Agreement is accepted and executed by OneChicago, as indicated below.

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CUSTOMER SIGNATURE

Name

Title

Signature

Date

ONECHICAGO SIGNATURE

Name

Title

Signature

Date

Please return completed documentation to:

OneChicago, LLC Operations Department

311 S. Wacker Dr., Suite 1700

Chicago, IL 60606

Phone: (312) 883-3411

operations@onechicago.com

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