

A CME/Chicago Board of Trade Company

### **CUSTOMER CONNECTION AGREEMENT**

This Agreement is made by and between CHICAGO MERCANTILE EXCHANGE INC., a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A., ("CME") and \_\_\_\_\_\_ ("Customer"), at the following address:

**BACKGROUND.** CME maintains and operates the CME Globex electronic trading platform ("CME Globex Platform"). Various exchanges, including CME, permit worldwide electronic trading in derivative instruments listed on or subject to the rules of those exchanges through the CME Globex Platform. CME is willing to perform certain services for and provide certain equipment to Customer to enable Customer to have access to and use of the CME Globex Platform, subject to the terms and conditions of this Agreement. Customer wishes to obtain such services and equipment, if applicable, from CME, subject to the terms and conditions of this Agreement ("Agreement").

This Agreement consists of the following Schedules, as applicable:

| Customer Connection Terms and Conditions        | Schedule 1      |
|---|-----------------|
| Access Request and Information Form             | Schedule 2      |
| CME User ID and GCC Authorized Contacts Request | Schedule 3&4    |
| Additions, Deletions and Changes                | Schedule 5      |
| Clearing Firm Guarantee & Acknowledgement       | Schedule 6      |
| Reserved  | Schedules 7 & 8 |
| CME FirmSoft ID Request                         | Schedule 9      |
| Reserved  | Schedule 10     |
| Cancel on Disconnect Request                    | Schedule 11     |
| Drop Copy Service                               | Schedule 12     |

If Customer will be developing its own interface to the CME Globex Platform and if Customer's CME Globex Access Method will be through CME Globex Interface Direct or a CME Globex Interface Data Center, then Customer must execute and deliver to CME the CME Globex Customer Interface Development Agreement in addition to this Agreement.

**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 CME, as indicated below.

| CHICAGO MERCANTILE EXCHANGE   | E INC.                                     | CUSTOMER   |                          |
|---|--|--|--------------------------|
| Signature:  |  | Signature:   |                          |
| Name:   |  |  |                          |
| Title:  |  | Title:   |                          |
|   |  |  | horized Officer)         |
| Date:   | , 20                                       | Date:  | , 20                     |
| ("Effective Date")  |  |  |                          |
| Plea  | se return com                              | pleted documentation to:   |                          |
| North American Customers:CME Global Account M<br>20 S Wacker Dr.<br>Chicago, IL 60606<br>Phone: 312.634.8700, Fax: 312.63 | C  | European Customers: Mark Vogel,<br>CME Global Account Management E<br>Watling House, 33 Cannon Street, Lo<br>Phone:+ 44 20 7796 7100 , Fax: + 44 | ndon EC4M 5SB, UK        |
|   | Level 39<br>8 Conna<br>Central<br>Phone: - | rs: Kwong Cheng, CME Global Account<br>9, One Exchange Square<br>ught Place<br>Hong Kong<br>852 3101 7696, Fax: +852 3101 7698                   | Management, Asian Office |
|   | SCE  | EDULE 1  |                          |
| Conn 20090810   | 1  |  |                          |

### TO CUSTOMER CONNECTION AGREEMENT

### **CUSTOMER CONNECTION TERMS AND CONDITIONS**

### 1. **DEFINITIONS.**

(a) "Clearing Firm" means an entity that, in accordance with CME Rules (or, if applicable, the Rules of a Participating Exchange), is authorized to clear trades entered by Customer or Customer Authorized Users into the CME Globex Platform, and that is a member in good standing of the CME (or, if applicable, a Participating Exchange's) Clearinghouse.

(b) "CME Rules" means the rules, policies, and procedures of CME, as such rules are established and modified by CME from time to time. The CME Rules are posted at www.cme.com.

(c) "Customer Authorized User" means any user that accesses the CME Globex Platform through the CME Globex Access Method, including affiliates of Customers.

(d) "Customer Fees" means the fees payable by Customer to CME for access to the CME Globex Platform, as set forth in the current CME fee schedules (copies of which are attached hereto as Exhibit A), and as such fees may be modified from time to time by CME in accordance with Section 4 of this Agreement.

(e) "Equipment" means, if applicable, the computer terminals, micro-computers, software programs, communications lines, routers, switches and other user interface devices used as part of the applicable CME Globex Access Method. Equipment provided by CME is "CME Equipment." Equipment provided by Customer is "Customer Equipment."

(f) "CME Globex Access Method" means the manner in which Customer and any Customer Authorized Users access the CME Globex Platform, as selected by Customer in the applicable Schedule.

(g) "CME Globex Control Center" means the center in Chicago, Illinois and such other centers as shall from time to time be established by CME to support and control trading through the CME Globex Platform.

(h) "CME Globex Platform" means the CME Globex electronic trading system, including certain software licensed to CME by CME's licensors. For purposes of this Agreement, "CME Globex Platform" shall also be deemed to include any modification to the CME Globex Platform or any successor electronic trading platform on which the CME Products are traded.

(i) "Information" has the meaning set forth in Section 7(i).

(j) "Installation Date" means, for the applicable Premises and for the Applicable CME Globex Access Method, the date that CME or its designee completes network service acceptance testing.

(k) "Participating Exchange(s)" means those exchanges whose Products may be traded on or through the CME Globex Platform.

(l) "Premises" means the location(s) where Customer has access to the CME Globex Platform including any back-up facility through a CME Globex Access Method, as such locations are set forth in the applicable Schedules.

(m) "Products" means all contracts and other listed items that may be traded by Customer on or through the CME Globex Platform as determined by CME and any Participating Exchanges from time to time. With respect to CME or a particular Participating Exchange, "Products" shall mean only the contracts and other items of CME or such Participating Exchange traded on or through the CME Globex Platform.

(n) "Rules" means the CME Rules and the rules, policies, and procedures of any Participating Exchange, as amended from time to time, provided that to the extent that a contract is listed on a Participating Exchange, the Participating Exchange may determine that its rules shall exclusively apply.

2. NATURE OF AGREEMENT. Subject to all the terms and conditions set forth herein, CME hereby agrees to make the CME Globex Platform, and, if applicable, clearing related data, available to Customer through the CME Globex Access Method, as set forth in the applicable Schedules. Customer hereby agrees to acquire access to the CME Globex Platform only through the CME Globex Access Method. Customer further agrees to accept full responsibility for any transactions effected through the CME Globex Platform made by Customer or Customer Authorized Users. Customer and CME each represent and warrant that they are fully authorized to enter into the Agreement.

**3. TERM OF AGREEMENT.** This Agreement has no pre-established expiration date and shall continue in effect for so long as CME provides the CME Globex Platform as a service to Customers, subject to earlier termination by either party as set forth herein.

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4. MODIFICATION OF AGREEMENT. Except for the Termination provision in Section 10, CME may modify any of the terms and conditions generally applicable to Customers that are set forth in this Agreement, including any Customer Fees, by sending at least 30 days' prior written notice of the modification to Customer. CME's written notice of the change may be in the form of an e-mail addressed to the e-mail address of the business contact listed in Schedule 2 or 6. If Customer does not consent to the modification, Customer may terminate this Agreement by sending a written notice of termination to CME within 20 days of receiving notification of the modification; provided that if CME increases Customer Fees, Customer may terminate only with respect to the CME Globex Access 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. CME may at any time decrease the Customer Fees or modify the CME Rules without notice.

5. FEES, TAXES AND OTHER CHARGES. Payment of Customer Fees commences on the first day of the calendar month following the Installation Date and is due either monthly or annually, depending on the type of network access requested, within 30 days following receipt of the invoice. Payments that are not received by CME within 45 days following invoice date will accrue interest at a rate of 1-½% per month, or the highest rate allowed by applicable law, whichever is lower. All payments shall be made in U.S. dollars. In addition to Customer Fees, Customer agrees to pay any applicable sales, use, value added, property, withholding or other taxes payable in respect of the CME Globex Access Method or this Agreement, except taxes based on CME's net income.

## 6. EQUIPMENT LEASING AND MAINTENANCE SERVICES.

(a) With the exception of software programs, any CME Equipment shall be installed at the Premises by CME or a subcontractor appointed by CME, and shall be maintained only by CME or such subcontractor. Customer shall allow CME or its appointed subcontractor access to CME Equipment on reasonable notice for inspection, maintenance, repair, replacement, or removal. The frequency of maintenance services to be provided with respect to any such CME Equipment shall be determined in a commercially reasonable manner by CME. CME may at any time on reasonable notice change CME Equipment for similar equipment as long as there is no material adverse impact to Customer. Subject to the execution of the applicable Schedule, Customer shall not remove CME Equipment from the Premises or, after its installation, move CME Equipment within the Premises.

(b) Customer is financially responsible for any damage to CME Equipment incurred while CME Equipment is on the

Premises, unless such damage is caused by some defect in CME Equipment or normal wear and tear. Customer agrees to treat CME Equipment at all times with the care customarily accorded computer equipment in a business environment.

(c) CME Equipment at all times remains the personal property of CME, its licensors and/or subcontractors, regardless of the manner in which it is installed on the Premises, and at no time shall Customer allow CME Equipment to become subject to any liens, claims, or encumbrances.

(d) Customer shall not, without the prior written consent of CME, which shall not be unreasonably withheld, make any alteration, addition, or connection to CME Equipment or to the CME Globex Platform.

**7. GENERAL CONDITIONS.** Access to and use of the CME Globex Platform is provided on the following terms and conditions:

(a) Compliance By Customer Authorized Users. Customer agrees that it will limit use of and access to the CME Globex Platform to Customer Authorized Users who are guaranteed by a Clearing Firm. Customer will familiarize Customer's employees, agents and independent contractors with the obligations under this Agreement and will ensure that they receive training prior to such use or access. Customer shall cause all of its employees, agents and independent contractors who enter Information into, or otherwise access and use, the CME Globex Platform through the CME Globex Access Method to comply with all of the terms and conditions of this Agreement. Customer shall be responsible for the acts, omissions and all failures to comply with this Agreement of any Customer Authorized User, to the same extent that Customer would be liable under this Agreement for its own acts, omissions and failures to comply.

(b) <u>Compliance With Rules</u>. Transactions that take place on the Globex Platform are subject to the Rules, as they relate to entering and executing transactions via the CME Globex Platform and the rights and liabilities growing out of such transactions. Customer agrees at all times to comply and to be subject to, and to cause each Customer Authorized User to comply and to be subject to, the Rules, when entering and executing transactions via the CME Globex Platform with respect to the Products of CME and any applicable Participating Exchange. In the event of a conflict between the provisions of this Agreement and the provisions in the applicable Rules, the Rules shall govern.

(c) <u>Applicable Consents</u>. Customer warrants and covenants that it has obtained, or, prior to the installation of any CME Globex Access 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 CME Globex Platform at the Premises, (ii) to connect to the CME Globex Platform at the Premises, and (iii) to enable Customer to pay all Customer Fees and other charges payable to CME pursuant to this Agreement. Examples of entities from which consent may be required include, without limitation, banking and telecommunications authorities, governmental and selfregulatory 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, and shall require all Customer Authorized Users to comply, with all applicable laws pertaining to the use of the CME Globex Platform and all transactions in connection therewith. Customer agrees to notify CME immediately if any consent required to be obtained pursuant to this Section 7 is withdrawn.

(d) <u>Authorization From Participating Exchange</u>. With respect to Products of a Participating Exchange, Customer shall be authorized to enter into transactions on the CME Globex Platform via a CME Globex Access Method only upon written authorization to CME by such Participating Exchange.

(e) <u>Permitted Uses</u>. Customer will use and permit use of the CME Globex Platform only for soliciting and entering orders for itself and for persons for whom Customer is authorized to act, such as customers of Customer, for trades in the Products. Customer:

(i) will not use or permit the use of Information contained in or provided through the CME Globex Platform for any illegal purpose; and

(ii) will use and permit the use of Information contained in or provided through the CME Globex Platform only in the ordinary course of business at the Premises, which business shall not include (unless otherwise authorized by CME) re-dissemination of any part of the Information contained in or provided through the CME Globex Platform, except as necessary and appropriate (including by oral means) to the solicitation and entry of orders for trades in the Products by authorized persons.

(f) <u>CME Modifications</u>. Customer acknowledges and agrees that CME may modify the CME Globex Platform and any CME Globex Access Method made available generally to Customers and may terminate any Information or service formerly supplied to Customers. CME shall provide Customer with prior notice of such modification or termination if practicable. If prior notice is not practicable, CME shall provide Customer with notice as soon as practicable after such modification or termination.

(g) <u>No Contravening Contract</u>. 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.

(h) <u>Customer-Provided Items</u>. Customer shall provide at its own cost all items required in connection with the CME Globex Access Method (other than CME Equipment or other materials supplied by CME) including, but not limited to, any necessary electrical outlets, inside wiring, cabling, telecommunications hubs, and power.

(i) <u>Confidentiality</u>. Customer acknowledges that the Information provided through the CME Globex Platform as to (i) the identity, price, and quantity of orders and interests entered by other persons having access to the CME Globex Platform and (ii) the database, software, programs, protocols, interfaces, displays and manuals, including the selection, arrangement, and sequencing of the contents thereof (collectively, the "Information") are trade secrets, proprietary to CME, the Participating Exchanges and their licensors, as to which copyright, database rights and patent rights of CME, the Participating Exchanges and their licensors may also exist. Customer agrees to keep such Information confidential, and to utilize such Information solely for its own trading activities and the trading activities of persons for whom Customer is authorized to act. Customer agrees that, as between Customer and CME, all copies and expressions of such Information, trade secrets, works, processes, and methods are the exclusive property of CME. All Information in the possession, custody, or control of Customer on the date of termination of this Agreement shall immediately be returned to CME (or at CME's option, destroyed and such destruction certified in writing), except for any such information retained for required legal or regulatory purposes. Except as otherwise permitted under Section 7(e), 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 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.

(j) <u>Software Provided by CME</u>. Any computer software and related documentation provided by CME to Customer is subject to additional terms and conditions, which are posted by CME at the secure access site for such software or otherwise made available to Customer by CME. CME will provide written notice of such additional terms and conditions to Customer and such notice may be in the form of an e-mail addressed to the e-mail address of the business contact listed in Schedule 2 or 6. If Customer does not consent to the modification, Customer may terminate this Agreement by sending a written notice of the modification. Any such termination will be effective on the date on which the modification would have taken effect.

(k) <u>Indemnification to CME</u>. Customer hereby agrees that it shall indemnify and hold harmless CME, its affiliates, officers,

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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. CME will promptly notify Customer of any claim, action, suit or demand that may trigger Customer's obligations under this Section 7(k). Customer shall control the defense and settlement of any claim, action, suit or demand for which Customer is required to indemnify CME under this Section 7(k), but will not enter into any settlement without CME's prior written consent, which shall not be unreasonably withheld.

(1) Customer Confidential Information. CME agrees that the information provided to CME pursuant to this Agreement and the transactions contemplated thereby is confidential information relating to Customer's clients ("Confidential Information") and CME agrees that it shall keep in confidence the Confidential Information using the same standard of care it uses to keep its own Confidential Information private, but no less than a reasonable standard of care, and not use that Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights under this Agreement. CME agrees that it shall not sell or rent such Confidential Information to any third party under any circumstances. Notwithstanding the above, CME's compliance with any law or regulation or any court order or request by a regulatory body for the Confidential Information will not cause CME to be in breach of this section 7(1).

CME acknowledges that a breach of the confidentiality provisions of this Agreement will result in serious and irreparable harm to the Customer for which there is no adequate remedy at law. In the event of such a breach by CME, the Customer shall be entitled to any temporary or permanent injunctive or other equitable relief in addition to any monetary damages hereunder.

8. CME NOT Α PARTY. **CUSTOMER** UNDERSTANDS AND AGREES THAT CME IS ONLY A SUPPLIER OF ACCESS TO THE CME GLOBEX PLATFORM AND IS NOT DIRECTLY OR INDIRECTLY A PARTY TO OR PARTICIPANT IN ANY TRADE OR TRANSACTION ENTERED INTO OR OTHERWISE CONDUCTED THROUGH THE CME **GLOBEX** PLATFORM. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE LIABILITY OF CME OR ANY PARTICIPATING EXCHANGE WITH RESPECT TO TRANSACTIONS ENTERED INTO THROUGH THE CME GLOBEX PLATFORM IS SUBJECT TO AND LIMITED BY THE RULES.

CME DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES (INCLUDING ANY WARRANTIES WITH RESPECT TO A HUB, THE CONNECTION TO THE CME GLOBEX PLATFORM, OR ANY SERVICES PERFORMED BY OR ON BEHALF OF CME PURSUANT TO THIS SCHEDULE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

**9. LIMITED WARRANTY AND LIMITATION OF LIABILITY.** The CME Rules concerning liability and warranties (including without limitation CME Rules 578, 579 and any successor Rules thereto) are incorporated herein by this reference and apply with the same force and effect as if they were reproduced in their entirety in this Agreement. Those CME Rules set out the entire liability of CME to Customer. All other liability of CME under or in connection with this Agreement is excluded, except to the extent that it is not permitted to be excluded by applicable law.

### **10. TERMINATION.**

(a) CME and/or its designee may terminate this Agreement at any time upon the occurrence of any of the events specified in subsections (i) through (x) of this Section 10. Such action shall in all events be without liability to CME as a consequence thereof. CME's right to take such action pursuant to subsections (i) and (ii) shall take effect thirty (30) days from notice by CME that the event listed in the relevant subsection has occurred, unless Customer cures such breach within such notice period. CME's right to take such action pursuant to subsections (iii) and (iv) shall take effect fifteen (15) days from notice by CME that the event listed in the relevant subsection has occurred. CME's right to take such action pursuant to subsections (v) - (x) shall be immediate and without prior notice by CME. Pursuant to the above provisions. CME may terminate this Agreement or suspend access to a CME Globex Access Method if:

- i) any fees due hereunder from Customer to CME are past due;
- ii) Customer breaches any material obligation of this Agreement;
- iii) CME ceases to offer the CME Globex Access Method in the Country(ies) in which the Premises are located;
- iv) any equipment or CME Globex Access Method used by Customer to access the CME Globex Platform is no longer approved by CME for Customer's use;
- v) Customer files a petition under the Federal Bankruptcy Act or any insolvency law, becomes insolvent or has an involuntary petition for bankruptcy filed against it;
- vi) Such termination is required by applicable law or regulation or Court order;
- vii) Customer ceases doing business as a going concern;

- viii) Such termination is provided by the Rules or by order of any applicable CME committee;
- ix) With respect to a Customer accessing the CME Globex Platform through a Hub, any agreements between CME and third parties material to the operation of a Hub are cancelled, revoked or rescinded through no fault of CME and CME is unable to negotiate other agreements upon reasonable terms and equivalent terms;
- With respect to a Customer accessing the CME Globex Platform through a Hub, a determination by CME that that the use of a Hub by Customer or a Customer Authorized User has or will cause a material market disruption.

(b) Customer may terminate this Agreement immediately upon written notice if CME breaches any material obligation of this Agreement and CME fails to remedy such breach within thirty (30) days following written notice specifying the breach.

(c) Customer may terminate this Agreement in its sole discretion upon ninety (90) days' prior written notice to CME.

(d) If Customer is not a CME Member, as defined in the Rules, CME may terminate this Agreement in its sole discretion upon ninety (90) days' prior written notice to Customer.

(e) In addition to Customer Fees incurred by Customer through the date of termination, Customer will be liable to CME for Customer Fees associated with the remainder of any minimum commitment period, as indicated on **Exhibit A**, per connection.

**11. SURVIVAL FOLLOWING TERMINATION.** The provisions of Sections 5, 6, 8, 9, 10, and 11-18 as well as all other disclaimers and indemnities in favor of CME and the Participating Exchanges shall survive the termination of this Agreement. Upon termination of this Agreement, Customer shall give CME or its appointed contractor access to CME Equipment and any other devices supplied by CME for purposes of their removal and shall otherwise cooperate in promptly returning all property of CME and terminating access to and use of the CME Globex Platform and any CME Globex Access Method.

**12. WAIVER OF COMPLIANCE.** Any failure of Customer, on the one hand, or CME, on the other, to comply with any obligation herein may be expressly waived in writing by the other party to this Agreement, but such waiver or failure to insist upon strict compliance with such obligation shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

**13. NOTICES.** Except as otherwise expressly provided in this Agreement, all notices and other communications required or permitted hereunder shall be in writing and shall

be deemed to have been duly given if and when delivered by hand or mailed, certified or registered mail with postage prepaid, to the address of Customer or CME first set forth above, or to such other person or address as Customer or CME shall give notice pursuant to this Section 13.

**14. HEADINGS.** The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

**15. ENTIRE AGREEMENT.** This Agreement, together with any Schedules pertaining hereto, as such may be amended from time to time pursuant hereto, shall constitute the entire agreement between CME and Customer respecting any CME Globex Access Method, and shall supersede all prior agreements, arrangements, representations or promises, whether oral or written, as to its subject matter. Except as set forth in Section 4, this Agreement may be amended only by a writing executed by both of the parties hereto, which shall not be in an electronic form. A facsimile copy of the signed Agreement shall be deemed as binding as the original document.

**16. ASSIGNMENT.** Subject to the execution of the applicable Schedule, this Agreement may not be assigned or transferred by Customer to any other person and any purported assignment or transfer is void and unenforceable. CME in its discretion may assign this Agreement in whole or in part at any time to any affiliate of CME. In such event Customer agrees that it will look only to such assignee and not to CME for the performance of any assigned obligations hereunder.

**17. NO THIRD PARTY BENEFICIARIES**. Each party hereto agrees that there are no third party beneficiaries of this Agreement, including, without limitation, the Customer Authorized Users.

# 18. GOVERNING LAW; CONSENT TO JURISDICTION.

(a) <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Illinois, and the Federal laws of the United States of America.

(b) <u>Jurisdiction</u>. 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 ("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. Nothing contained in this Section shall limit the right of CME to commence Proceedings against a non-US customer in any other court of competent jurisdiction in which such non-US customer is located. Nor shall the commencement of Proceedings by CME in one or more jurisdictions preclude the taking of Proceedings by CME in any other jurisdiction with respect to a non-US customer whether concurrently or not, to the extent permitted by the law of that other jurisdiction. Notwithstanding CME's commencement of Proceedings in a jurisdiction other than the Federal and State courts in Chicago, Illinois, this Agreement shall at all time continue to be governed by, and construed in accordance with, the laws of the State of Illinois and the Federal laws of the United States of America. No action arising out of any claimed breach of this Agreement or transactions under this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

(c) UK Data Protection Act 1998. To enable CME to perform under the Agreement, Customer will need to provide personal data to CME. All data provided by Customer will be kept secure and confidential and will only be used for the purpose of (1) processing and implementing the Agreement, and (2) complying with the rules and regulations of the Commodity Futures Trading Commission governing the trading of derivatives (futures and options on futures) unless the Customer consents to CME using it for another purpose. Such use may involve the transfer of this data outside the European Economic area. In storing and processing the Customer's data for purposes of the Agreement, CME will comply with the provisions of the Data Protection Act 1998, including the data protection principles set out in the Act. For more information please see CME's Privacy Statement, which may be found at www.cmegroup.com.

**19. USE OF NAME.** Neither CME nor Customer nor any Customer Authorized User shall use the name of the other for advertising or publicity purposes without the prior written consent of the other.

**20. IP INDEMNIFICATION.** eSpeed, Inc. has obtained certain rights to U.S. Patent No. 4,903,201 (the "Patent"). CME has obtained a license from eSpeed for the Patent.

Except as provided in this Agreement, CME shall defend, indemnify and hold harmless Customer, and its officers, directors, agents and employees, from and against damages, court costs and reasonable expenses incurred by Customer or damages, reasonable attorney's fees, court costs and expenses awarded against Customer relating to infringement of the Patent arising from Customer's use of the CME Globex Platform as authorized in this Agreement, *provided that* Customer has complied with all of its obligations under the Agreement *and provided further that* the indemnification amount shall in no event exceed the Customer Fees paid by Customer to CME during the twelve (12) months prior to the date of a judgment or settlement of the claim ("Indemnification Limitation").

CME will select, retain and pay for counsel, and shall be responsible for payment of the costs and expenses of defending Customer and/or negotiating any settlement on behalf of Customer. CME may not settle a claim on behalf of Customer for any amount that exceeds the Indemnification Limitation unless (1) Customer consents in writing or (2) CME pays the amount in excess of the Indemnification Limitation itself. The indemnification provide under this Section shall be the sole and exclusive remedy of Customer against CME with respect to any claim against Customer relating to the Patent.

If Customer becomes aware of a claim against Customer for infringement of the Patent with respect to the CME Globex Platform, Customer will notify CME promptly (and in any event within forty-eight (48) hours) and shall tender to CME the defense of such claim. The notice from Customer shall identify with reasonable specificity the alleged basis of the claim, the alleged facts giving rise to the claim, if known, and alleged amount of the claim. In addition, Customer shall promptly transmit to CME any documents referring to or setting forth the claim.

Customer shall fully cooperate and assist CME in the defense by CME of such claim, including but not limited to attending depositions, providing access to any pertinent information, documents and personnel, and otherwise cooperating as reasonable required to defend such claim. Customer may, in its sole discretion and at its own expense, retain other counsel. However, in such event, there shall be no reimbursement by CME to Customer for any attorneys' fee, costs, expenses or other charges incurred by Customer in connection with the services provided by such other counsel, and the right to control the defense and/or settlement of such claims shall remain with CME.

### EXHIBIT A TO CUSTOMER CONNECTION AGREEMENT

### **CME Network Access Charges**

### CME-MANAGED NETWORK ACCESS CHARGES

### CME DIRECTLink

Each new connection has a minimum commitment of 12 months. New connections are: a new site, 100mb upgrades, T1 to Ethernet connection

| Bandwidth         | Monthly Charge        |
|-------------------|-----------------------|
| T1                | \$3,500               |
| 20 Mb – Ethernet  | \$5,000               |
| 20 Mb – Hybrid    | \$9,000               |
| 20 Mb – Other     | Individual Case Basis |
| 40 Mb – Ethernet  | \$6,000               |
| 40 Mb – Hybrid    | \$13,000              |
| 40 Mb – Other     | Individual Case Basis |
| 100 Mb – Ethernet | \$8,000               |

| CME DIRECTLink - One Time Charges |              |
|-----------------------------------|--------------|
| Installation Fee                  | Deletion Fee |
| \$2,000                           | \$1,000      |

| CME LNet<br>Minimum commitment period per connection is 12 months |                |  |
|---|----------------|--|
| Bandwidth   | Monthly Charge |  |
| 40 Mb   | \$6,000        |  |
| 100 Mb  | \$8,000        |  |

| Jackson Direct<br>Minimum commitment period per connection is 12 months |                |
|---|----------------|
| Bandwidth   | Monthly Charge |
| 40 Mb   | \$6,000        |
| 100 Mb  | \$8,000        |

| <b>Drop Copy</b>  |
|---|
| Provided free of charge through Q3 2009   |
| A \$500 monthly support fee per Drop Copy group will be charged beginning<br>October 1, 2009. The fee will be waived for the Customer's first Drop Copy |
| group.  |

| Client INTERNETLink<br>Minimum commitment period per connection is 6 months. |                |
|--|----------------|
| Bandwidth  | Monthly Charge |
| 0.5 Mb increments  | \$500          |

### **CME Globex HUB ACCESS**

\$6,000/access per year

### **SCHEDULE 2**

### ACCESS REQUEST AND INFORMATION FORM

This Schedule 2 is being executed pursuant to the Customer Connection Agreement (or, if applicable, the CME Globex Customer Agreement) (the "Agreement") between CHICAGO MERCANTILE EXCHANGE INC., a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A

("CME") and \_\_\_\_\_\_ ("Company"). Any capitalized terms not defined herein shall have the meaning set forth in Schedule 1 of the Agreement.

Company acknowledges and agrees that it has executed and delivered to CME, concurrently with its signature below, an "Access Request and Information Form", attached to this Schedule 2 as Exhibit A ("Access Request Form"). Access requests for additional locations or more than one CME Globex Access Method must be made on additional Access Request Forms, which can be obtained at www.cmegroup.com/connectionagreement, or by contacting CME Globex Services at 312-648-4777. Access Request Forms are effective only upon CME signature. Any changes to an Access Request Form may be made only by completing and delivering an Additions, Deletions (Schedule Agreement), and Changes form 5 to the which also can be obtained at www.cmegroup.com/connectionagreement, or by contacting CME Globex Services.

Company and CME have caused this Schedule 2 to be executed by their authorized representatives, to be effective as of the date executed by CME.

| Co                | ompany   | Chicago Mercantile Exchange Inc.   |
|-------------------|--|--|
| Signature:        |  | Signature:   |
| Print Name:       |  | Print Name:  |
| Title:(Must be an | authorized Officer)  | Title:   |
| Date:             |  | Date:  |
|                   | <u>Please retur</u>  | n completed documentation to:  |
|                   | 20 S. Wacker I<br>Chicago, IL 60<br>Phone: 312 634<br>CME Globex A<br>Mark Vogel<br>Watling House<br>London EC4M<br>Phone: +44 20<br>CME Globex A<br>Kwong Cheng | 606<br>4 8700 Fax: 312 634 1568<br>or<br>Account Management – European Office<br>-, 33 Cannon Street |
|                   | 8 Connaught P<br>Central Hong F  | lace   |

1

### EXHIBIT A

### ACCESS REQUEST AND INFORMATION FORM

This Access Request and Information Form ("Access Request Form") is being executed pursuant to the Customer Connection Agreement (or, if applicable, the CME Globex Customer Agreement) (the "Agreement") between CHICAGO MERCANTILE EXCHANGE INC., a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A. ("CME") and \_\_\_\_\_\_

("Company").

Any capitalized terms not defined herein shall have the meaning set forth in Schedules 1 and 2 of the Agreement.

Company must review this entire Access Request Form and complete those sections that relate to the CME Globex Access Method Company has selected. Company must sign this Access Request Form in the spaces provided under "Company."

Any information required to be provided in this Access Request Form shall be treated by CME in accordance with the CME privacy statement, which may be found at www.cmegroup.com.

| Section I: COMPANY INFO                               | ORMATION     |                 |
|---|--------------|-----------------|
| A. General Information (All C                         | 'ompanies)   |                 |
|   |              |                 |
| Floor/Suite:  | City:        | State/Province: |
| Country:  | Postal Code: | Phone Number:   |
| Billing Address<br>(if different from address above): |              |                 |
| Floor/Suite:  | City:        | State/Province: |
| Country:  | Postal Code: | Phone Number:   |

|  | 1 5  | Site Details (All Companies)  |                  |
|--|--|---|------------------|
| Site Address <sup>.</sup>  |  |   | (the "Premises") |
|  |  | City:   |                  |
|  |  | Postal Code:  |                  |
|  |  | On-Site Phone Number:   |                  |
|  |  |   |                  |
| Primary Contact:   |  |   |                  |
| Phone:   | Mobile:  | E-mail:   |                  |
|  |  |   |                  |
|  |  |   |                  |
| Phone:   | Mobile:  | E-mail:   |                  |
| Local Phone Company:   |  |   |                  |
| C Detailed Installation  | on Instructions (e.g.,   | , closet location, inside wiring instructions, building   | access, etc.)    |
|  |  |   |                  |
|  |  |   |                  |
|  |  |   |                  |
|  |  |   |                  |
|  |  |   |                  |
|  |  |   |                  |
|  |  |   |                  |
| l  |  |   |                  |
|  |  |   |                  |
| Section II: BANK AN  | ND ACCOUNT IN  | FORMATION   |                  |
| Section II: BANK AN  | ND ACCOUNT IN  |   |                  |
| Section II: BANK AN<br>A. If Company will be l   | ND ACCOUNT IN  | FORMATION   | tion:            |
| Section II: BANK AN<br>A. If Company will be I<br>Company Billing Contact:   | ND ACCOUNT IN<br>billed directly, provi  | FORMATION<br>ide the following account auto-debit informa   | tion:            |
| Section II: BANK AN<br>A. If Company will be I<br>Company Billing Contact:<br>Phone:   | ND ACCOUNT IN:<br>billed directly, provi<br>::<br>Mobile:                                  | FORMATION ide the following account auto-debit informa E-mail:  | tion:            |
| Section II: BANK AN<br>A. If Company will be I<br>Company Billing Contact:<br>Phone:<br>Name of Bank used by Co                            | ND ACCOUNT IN:<br>billed directly, provi<br>:: Mobile:<br>ompany:                          | FORMATION ide the following account auto-debit informa E-mail:  | tion:            |
| Section II: BANK AN<br>A. If Company will be I<br>Company Billing Contact:<br>Phone:<br>Name of Bank used by Co                            | ND ACCOUNT IN:<br>billed directly, provi<br>:: Mobile:<br>ompany:                          | FORMATION ide the following account auto-debit informa E-mail:  | tion:            |
| Section II: BANK AN<br>A. If Company will be I<br>Company Billing Contact:<br>Phone:<br>Name of Bank used by Co<br>Name on Bank Account (a | ND ACCOUNT IN:<br>billed directly, provi<br>:: Mobile:<br>ompany:<br>a voided check from a | FORMATION         ide the following account auto-debit informa  | tion:            |
| Section II: BANK AN A. If Company will be I Company Billing Contact: Phone: Name of Bank used by Co Name on Bank Account (aBank address:   | ND ACCOUNT IN:<br>billed directly, provi<br>:: Mobile:<br>ompany:<br>a voided check from a | FORMATION         ide the following account auto-debit informa  | tion:            |
| Section II: BANK AN<br>A. If Company will be I<br>Company Billing Contact:<br>Phone:<br>Name of Bank used by Co<br>Name on Bank Account (a | ND ACCOUNT IN:<br>billed directly, provi<br>:: Mobile:<br>ompany:<br>a voided check from a | FORMATION         ide the following account auto-debit informa         ide the following account auto-debit informa | tion:            |

### **B.** If a person or entity other than Company will be billed, provide the following information:

Name of CME Account to be billed\*:

CME Account Number: \_\_

\* The person/entity that holds the CME Account must provide separate written authorization confirming this billing arrangement.

### Section III: NETWORK ACCESS OPTIONS

### A. CME DIRECTLink (applicable to U.S. Companies only): CME-Managed Network\*

Connection Request (please check one to identify your choice of bandwidth):

1. [ ] T1 HSRP (two T1s, two routers)

Includes primary and secondary circuits of the same bandwidth delivered by different carriers and two routers.

or

- **2.** [ ] 20 Mb Ethernet
  - [ ] 40 Mb Ethernet
  - [ ] 100 Mb Ethernet

Ethernet includes primary and secondary circuits of the same bandwidth delivered by different carriers and two routers. (*If your building does not provide access to the CME authorized carriers you have the option of selecting the Ethernet-Hybrid or Ethernet-Traditional options.*)

\* Inside wiring is the responsibility of Company.

| <b>B.</b> Client INTERNETLink: With this Client-managed option, Company connects to CME via a secure tunnel over the internet.   |
|--|
| <ul> <li>[] Bandwidth subscription in .5 Mb increments: Mb</li> <li><i>If choosing this option, please complete Exhibit A.1</i> (</li> <li>C. CME Globex Hub Access:</li> </ul>  |
| <ol> <li>Select city:</li> <li>[] Amsterdam</li> <li>[] Dublin</li> <li>[] London</li> <li>[] Milan</li> <li>[] Paris</li> <li>[] Sao Paulo</li> <li>[] Singapore</li> <li>[] Seoul</li> </ol>   |
| 2. Indicate the carrier Company will use to connect to each Data Center<br>(e.g. a Dublin customer may elect to use a Colt circuit to the Dublin MCI Data Center and an Eircom<br>circuit to the Sprit Data Center):   |
| <ul> <li>a. [] London CME Globex Hub</li></ul>   |
| <ul> <li>b. [ ] Amsterdam [ ] Dublin [ ] Milan [ ] Paris [ ] Sao Paulo</li> <li>[ ] VZB Data Center</li> <li>[ ] Sprint Data Center</li> </ul>   |
| <ul> <li>c. [ ] Singapore CME Globex Hub</li> <li>[ ] AT&amp;T Data Center</li></ul>   |
| <ul> <li>d. [ ] Seoul CME Globex Hub</li> <li>[ ] VZB Data Center</li> <li>[ ] NTT Data Center</li> </ul>  |
| <b>Note:</b> Seoul customers must contact CME Globex Services to obtain a required Letter of Authorization (LOA) prior to placing circuit orders with carriers. This LOA will include data center addresses, data center contacts and patch panel assignments. |
| <ul> <li>3. Date circuit(s) ordered (if available):</li></ul>  |

| <b>D. CME LNet:</b><br>Customer or customer's 3 <sup>rd</sup> party service provider is required to have fiber directly to the respective Meet Me Room for the respective offering. This option is not available to exchanges other than Participating Exchanges.   |
|---|
| Select facility, bandwidth subscription, and indicate cabinet and/or rack information:  |
| []Telx []Equinix []Savvis []DRT   |
| [ ] 40 Mb Ethernet or [ ] 100 Mb Ethernet   |
| Provide floor and suite location where equipment will be installed:   |
| Cabinet and/or rack information:  |
| If space is leased through a third party, please name:<br>Companies are required to have space pre-arranged at the specific co-location facility before submitting this form.<br>Please note that floor and suite location must be within the predefined and CME Group approved space in the facility. Any<br>and all charges required from the fiber provider/data center to allow the customer successful acceptance by CME are the<br>sole responsibility of the customer, i.e., having the fiber provider participate on the network acceptance call. |
| <b>E. Jackson Direct:</b> Customer works with the internal fiber provider to extend service to fiber Meet Me Room.<br>The customer owns the installation and ongoing relationship with the fiber provider. Companies are required to have space pre-arranged at the specific location before submitting this form.  |
| 1. Provide the floor and suite location where equipment will be installed for access to CME in the 141 Facility:  |
| <ol> <li>Select authorized CME fiber provider:</li> </ol>   |
| [] Cogent [] FiberNet   |
| Does the required fiber exist or is a build required?   |
| If a build is required, is there an estimated time of completion by the fiber provider?   |
| 3. Select bandwidth subscription:[] 40 Mb Ethernetor[] 100 Mb Ethernet  |
| Any and all charges required by the fiber provider to allow the customer successful acceptance by CME are the sole responsibility of the customer, i.e., having the fiber provider participate on the network acceptance call.  |

### Section IV: CME INTERFACE OPTIONS

### If Network Options A, B, C, E or F, please specify the interfaces:

<u>Reminder:</u> Subscribers of Swapstream<sup>®</sup> must complete all related legal agreements specific to their services. Please contact your account manager to determine what is required.

Identify the CME Globex Interface(s) to which you would like to connect:

- [ ] iLink<sup>®</sup> 2.X (Order Execution)
- [ ] CME Market Data Platform
- [ ] CME EOS Trader™
- [ ] Clearing Related Processing (3270 Telnet, MQM, FTP, VPS, Clearing 21, TOPS, Citrix)

# Section V: CONTACT INFORMATION (All Companies) A. Company Billing Contact Name: Title: Phone: Mobile: E-mail: FAX: B. Company Business Contact Name: Title: Phone: FAX: E-mail: FAX: Section V: CONTACT INFORMATION (All Companies)

Company and CME have caused this Schedule 2 to be executed by their authorized representatives, to be effective as of the date executed by CME.

| Com                  | pany  | Chicago Mercantile Exchange Inc.   |
|----------------------|---|--|
| Signature:           |   | Signature:   |
| Print Name:          |   | Print Name:  |
| Title:(Must be an au | uthorized Officer)  | Title:   |
| Date:                |   | Date:  |
|                      | CME Globex Ad<br>20 S. Wacker D<br>Chicago, IL 606<br>Phone: 312 634<br>CME Globex Ad<br>Mark Vogel<br>Watling House,<br>London EC4M 3<br>Phone: +44 20 7<br>CME Globex Ad<br>Kwong Cheng<br>Level 39, One E<br>8 Connaught Pla<br>Central Hong K | <ul> <li>606</li> <li>8700 Fax: 312 634 1568<br/>or</li> <li>ccount Management – European Office</li> <li>33 Cannon Street</li> <li>5SB, UK</li> <li>7796 7100 Fax: +44 20 7796 7110<br/>or</li> <li>ccount Management – Asian Office</li> <li>Exchange Square</li> <li>ace</li> </ul> |

### **EXHIBIT A.1**

### CHICAGO MERCANTILE EXCHANGE INC.

### Request for Client INTERNETLink Connectivity to the CME Production Environment

| Company Profile                                  |  |  |  |
|--|--|--|--|
| Company Name:                                    |  |  |  |
| Preferred implementation date:                   |  |  |  |
| Physical address of VPN Site:                    |  |  |  |
| Company Project Manager:                         |  |  |  |
| Phone number:                                    |  |  |  |
| Email address:                                   |  |  |  |
| Contact hours/time zone:                         |  |  |  |
| Primary Network Engineer:                        |  |  |  |
| Phone number:                                    |  |  |  |
| Email address:                                   |  |  |  |
| Contact hours/time zone:                         |  |  |  |
| Backup Network Engineer:                         |  |  |  |
| Phone number:                                    |  |  |  |
| Email address:                                   |  |  |  |
| Contact hours/time zone:                         |  |  |  |
| Is VPN Consulting Contact recommendation needed: |  |  |  |

| Company VPN Device Profile                                    |   |  |  |  |  |
|---|---|--|--|--|--|
| Manufacturer of VPN device:                                   | Cisco Router (preferred)<br>Cisco PIX Firewall<br>Checkpoint Firewall |  |  |  |  |
| Model of VPN device:  |   |  |  |  |  |
| Version of VPN software<br>(minimum 12.2.11.T1 if Cisco IOS): |   |  |  |  |  |
| Source Public IP Address assigned to VPN device:              |   |  |  |  |  |
| Is VPN device currently in use for<br>other VPN connections:  |   |  |  |  |  |
| Subscribed bandwidth<br>(500 Kbps increments):                |   |  |  |  |  |
| CME Encryption Re   | CME Encryption Requirements (all must be checked)                     |  |  |  |  |
| VPN Software Supports Presha                                  | red Keys for ISAKMP/IKE?  |  |  |  |  |
| VPN Software Supports 3DES                                    |   |  |  |  |  |
| VPN Software Supports MD5 E                                   |   |  |  |  |  |
| VPN Software Supports 3DES                                    |   |  |  |  |  |
| Company Addressing Scheme                                     |   |  |  |  |  |
| Select one of the following Source Addressing Schemes:        |   |  |  |  |  |
| Company will NAT their Source Addre                           | Company will NAT their Source Addressing to CME provided addressing   |  |  |  |  |
| CME provided addressing will be used                          | on Company Source devices   |  |  |  |  |

| CME use only                       |  |
|------------------------------------|--|
| Globex Account Management contact: |  |
| Date initial request was received: |  |
| Date request was approved:         |  |
| Company Network Diagram attached:  |  |



### SCHEDULE 3&4

### CME USER ID AND GCC AUTHORIZED CONTACTS REQUEST FORM

(to be completed by Clearing Firms only)

This Schedule 3&4 is being executed pursuant to the Customer Connection Agreement (the "Agreement") between CHICAGO MERCANTILE EXCHANGE INC, a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A. ("CME") and Clearing Firm's Customer set forth below. Any capitalized terms not defined herein shall have the meaning set forth in Schedule 1 to the Agreement.

A CME User ID and GCC Authorized Contacts Request Form will be effective only upon receipt by CME. Clearing Firm shall immediately notify CME of any changes in the information provided on the CME User ID and GCC Authorized Contacts Request Form.

| Clearing Firm                         | Chicago Mercantile Exchange Inc.      |
|---------------------------------------|---------------------------------------|
| Signature:                            | Signature:                            |
| Name:                                 | Name:                                 |
| Title:(Must be an authorized Officer) | Title:(Must be an authorized Officer) |
| Date:                                 | Date:                                 |

| User/Customer Information   |  |  |  |
|---|--|--|--|
| (attach additional copies of this page as required)   |  |  |  |
| Full Name:  |  |  |  |
| Firm Name (if other   |  |  |  |
| Email:  |  |  |  |
| Phone Number:   |  |  |  |
| City:   |  |  |  |
| State:  |  |  |  |
| Country:  |  |  |  |
| Zip/Postal Code:  |  |  |  |
| Date of Birth:  |  |  |  |
| For security purposes, please answer 2 of the following questions ( <b>MANDATORY</b> ):<br>City of Birth: |  |  |  |
| High School Attended:   |  |  |  |
| Mother's Maiden Name:   |  |  |  |
| Last 4 digits of SSN:   |  |  |  |

| Clearing Firm Information                        |  |  |  |  |
|--|--|--|--|--|
| CME Class A Clearing Firm Name/Number:           |  |  |  |  |
| Subfirm/Affiliate Number/Number (if applicable): |  |  |  |  |
| NYMEX/COMEX Clearing Firm Name/Number:           |  |  |  |  |
| Clearing Firm Contact                            |  |  |  |  |
| Name:  |  |  |  |  |
| Title:   |  |  |  |  |
| Phone:   |  |  |  |  |
| Email:   |  |  |  |  |
| Mobile:  |  |  |  |  |
| Fax:   |  |  |  |  |

| Section I: Register User as a G   | CC Authorized Contact  |   |
|---|--|---|
| □ Add user as Authorized Contact  | Remove user as Authorized Contact  |   |
| <ul> <li>□ Grant user access to the following CME Trader ID(s):</li> <li>□ (Optional) You may grant users access</li> </ul>   | (example 919L)<br>to specific accounts ONLY - under trader ID.   |   |
| Trader ID Ac  | count  |   |
|   |  |   |
| Define the access type for the contact (plea  | ase select only one):  |   |
| 5   | al issues. May not act on or inquire about trades or orders  |   |
| Market Permissioned to verify order status, cancel order, invoke CME Globex Trade Cancellation Rules, verify CME Market Data accuracy, and terminate a session in addition to technical user access.  |  |   |
| Primary Firm Administrator<br>One per Clearing Firm. The Primary Firm Administrator is the sole recipient of secure data sent by CME<br>and is the referral contact for any customer calling the GCC requiring Firm Admin assistance. Permissioned<br>to create credit controls, manage trader profile table set, modify a user access level, password, and/or<br>supervised users in addition to Market permissions. |  |   |
|   | ultiple Secondary Admins are allowed per Clearing Firm.<br>ne trader profile table set, modify a user's access level,<br>Market permissions. |   |
|   |  |   |
| <b>e</b>  | t the GCC Authorized Contact(s) listed herein has the<br>to request assistance with issues arising from use                                  | • |

### Section II: Register an EOS Trader ID for the User

ADD user id for this CME Firm
Number
DELETE user id

 $\hfill\square$  Enable this ID for Trade Reporter/EBlock Access

□ Enable ID as Read-Only

### Section III: Register User for Trade Reporter only

□ ADD user □ DELETE user

### Please return completed documentation to:

### North American and Customers:

CME Globex Account Management 20 S Wacker Dr., 9 North Chicago, IL 60606 Phone: 312.634.8700 Fax: 312.634.1568

### Asian Customers:

CME Globex Account Management - Asian Office Kwong Cheng Level 39, One Exchange Square 8 Connaught Place Central Hong Kong Phone: +852 3101 7696 Fax: +852 3101 7698

### **European Customers:**

CME Globex Account Management - European Office Mark Vogel Watling House 33 Cannon Street London EC4M 5SB Phone: +44.20.7796.7100 Fax: +44.20.7796.7110

### For all CME Auction Marks and GCC Contacts

CME Globex Control Center 20 S. Wacker Dr. 2<sup>nd</sup> Floor Chicago, IL 60606 Fax: 312.715.6255



### **SCHEDULE 5**

### ADDITIONS, DELETIONS, CHANGES, TRANSFERS AND ASSIGNMENT

This Schedule 5 is being executed pursuant to the Customer Connection Agreement (the "Agreement") between CHICAGO MERCANTILE EXCHANGE INC., a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A. ("CME") and

("Customer").

This Schedule contains the following Exhibits:

Exhibit A: Additions, Deletions and Changes – This Exhibit should be completed by existing Customers.

Exhibit B: Assignment and Transfers – This Exhibit should be completed by Customers who are assigning the Agreement or transferring ownership of existing CME connections, to a new entity.

### EXHIBIT A ADDITIONS, DELETIONS AND CHANGES

This Exhibit A is being executed pursuant to Schedule 5 of the Customer Connection Agreement (the "Agreement") between Chicago Mercantile Exchange Inc. a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A. and the Customer listed below in Section I.

### Section I: CUSTOMER INFORMATION

| Customer Name:    |                 |         |               |
|-------------------|-----------------|---------|---------------|
| Customer Address: |                 |         |               |
| City:             | State/Province: |         | Country:      |
| Floor/Suite:      | Postal Code:    |         | Phone Number: |
|                   |                 |         |               |
| Customer Contact  |                 |         |               |
| Name:             |                 | Title:  |               |
| Phone:            | Mobile:         |         | E-mail:       |
| Technical Contact |                 |         |               |
| Name:             |                 | Title:  |               |
| Phone:            |                 | Fax:    |               |
| Mobile:           |                 | E-mail: |               |

| Section II: DELETE CIRCUIT REQUEST |  |  |  |
|------------------------------------|--|--|--|
| Site ID(s) (circuit nur            | nber):   |  |  |
| Current Connectivity               | Method:  |  |  |
|                                    | CME Globex Hub   |  |  |
|                                    | CME DIRECTLink (CME Managed Circuits/Routers)  |  |  |
|                                    | Client INTERNETLink  |  |  |
|                                    | CME LNet<br>DRT Equinix Savvis telx Open   |  |  |
|                                    | Jackson Direct   |  |  |
| Rea                                | son for Delete ( <i>Please ensure box is checked</i> )<br>Migration (CME DirectLink to CME LNet, Client InternetLink to CME DirectLink)<br>Consolidation<br>No longer cost effective<br>No longer using the connection<br>Company no longer in business<br>Deleted by CME Group<br>Other |  |  |
| CME Globex Hub Cit                 | ty:  |  |  |
| Data Centers:                      |  |  |  |
| Circuit ID(s):                     |  |  |  |
| Current Circuit Use:               | Market Data Order Routing  |  |  |
|                                    | Clearing   |  |  |

| Section III: MOVE CIRCUIT REQUEST |   |  |  |
|-----------------------------------|---|--|--|
| A. Move CME DIRECTLink            |   |  |  |
| New Installation Site             |   |  |  |
| New Address:                      | - |  |  |
| New City:                         | - |  |  |
| New State/Region:                 | - |  |  |
| New Country:                      | - |  |  |
| New Postal Code:                  | - |  |  |
| Local Phone Number:               | - |  |  |
| Local Phone Company:              | - |  |  |
| Special Instructions:             | - |  |  |
| B. Move CME LNet                  |   |  |  |
| Existing Lcoation:                |   |  |  |
| Site ID:                          | - |  |  |
| Floor & Suite:                    | - |  |  |
| Cabinet & Rack Location:          | - |  |  |
| Third Party Participant:          | - |  |  |
| New Location:                     |   |  |  |
| Floor & Suite:                    | - |  |  |
| Cabinet & Rack Location :         | - |  |  |
| Third Party Participant:          |   |  |  |
|                                   |   |  |  |

| C. Move Jackson Direct    |  |
|---------------------------|--|
| Existing Lcoation:        |  |
| Site ID:                  |  |
| Floor & Suite:            |  |
| Cabinet & Rack Location:  |  |
| Third Party Participant:  |  |
| New Location:             |  |
| Floor & Suite:            |  |
| Cabinet & Rack Location : |  |
| Third Party Participant:  |  |
|                           |  |

| Section IV: UPGRADE CIRCUIT REQUEST  |
|--|
| A. Upgrade CME DIRECTLink (CME Managed Circuit) (Bandwidth)  |
| Site ID:<br>Indicate Current Bandwidth   |
| Frame Connections:   |
| (Frame connections upgrading to Ethernet-require a new circuit installation and a 12 month commitment)   |
| □ T1   |
| Ethernet Connections:<br>20Mb Ethernet<br>40Mb Ethernet<br>100Mb Ethernet ( upgrades to 100Mb are subject to a new 12 month commitment)<br>Special Instructions: |
| B. Upgrade CME Globex Hub Connection   |
| Site ID:<br>Current Bandwidth:<br>Upgrade to:  |
| CMECustConn_Sch5_20091013 5  |

| Select City, Data Center, Telecommunications Provider and Bandwidth:<br>Order number:                   |
|---|
| a. London CME Globex facility<br>CME London facility<br>VZB London facility                             |
| b. Check One:       Amsterdam       Dublin       Milan       Paris       Sao Paulo         VZB facility |
| c. Singapore CME Globex Hub AT&T facility NTT facility  |
| d. Seoul CME Globex Hub UZB facility NTT facility   |
| C. Upgrade CME LNet   |
| Site ID:  |
| Upgrade to:   |
| Floor and Suite Location:   |
| Cabinet and/or Rack Location:   |
| If space is leased through third party, please name:  |
| Special Instructions:   |
|   |
| D. Upgrade Jackson Direct   |
| Site ID:  |
| Upgrade to:   |
| Floor and Suite Location:   |
| Special Instructions:   |
|   |

<u>Reminder:</u> Subscribers of Swapstream<sup>®</sup> must complete all related legal agreements specific to their services. Contact your account manager to determine what is required. Site ID: Bandwidth: [] iLink<sup>®</sup> 2.X (Order Execution Interface Option Adding: [ ] Market Data Platform [ ] CME EOS Trader<sup>™</sup> [ ] Clearing Related Processing [] iLink<sup>®</sup> 2.X (Order Execution Interface Option Deleting: [ ] Market Data Platform [] CME EOS Trader<sup>TM</sup> [ ] Clearing Related Processing

### Section VI: CHANGE IN BANK AND ACCOUNT AUTO-DEBIT INFORMATION

|                       | nk account identified below. A voided check from the account<br>and Change Form for verification purposes. |
|-----------------------|--|
| Name of Bank:         |  |
| Name on Bank Account: |  |
| Bank Address:         |  |
| City:                 | State/Province:  |
| Country:              | Postal Code:   |
| Transit/ABA Number:   |  |
| Account Number:       |  |

# Section VII: NAME CHANGE ONLY (For CME circuit assignments to a different Firm complete Exhibit B) Name:

Effective Date:

Reason for Name Change:

Customer and CME have caused this Exhibit A to be executed by their authorized representatives, to be effective as of the date executed by CME.

| Customer |
|----------|
|----------|

Chicago Mercantile Exchange Inc.

| Name:                                 | Name:                                 |
|---------------------------------------|---------------------------------------|
| Signature:                            | Signature:                            |
| Title:(Must be an authorized Officer) | Title:(Must be an authorized Officer) |
| Date:                                 | Date:                                 |

### <u>Please return completed documentation to:</u>

| CME Globex Account Management                | CME Globex Account Management - European Office |
|--|---|
| 20 S Wacker Dr., 9 North                     | Mark Vogel                                      |
| Chicago, IL 60606                            | Watling House                                   |
| Phone: 312.634.8700                          | 33 Cannon Street                                |
| Fax: 312.634.1568                            | London EC4M 5SB                                 |
|  | Phone: +44.20.7796.7100                         |
|  | Fax: +44.20.7796.7110                           |
|  |   |
| CME Globex Account Management – Asian Office |   |
| Kwong Cheng                                  |   |
| Level 39, One Exchange Place                 |   |
| 8 Connaught Place                            |   |
| Central Hong Kong                            |   |
| Phone: +852.3101.7696                        |   |
| Fax: +852.3101.7698                          |   |

### EXHIBIT B ASSIGNMENT & TRANSFERS

This Exhibit B is being executed pursuant to Schedule 5 of the Customer Connection Agreement (the "Agreement") between Chicago Mercantile Exchange Inc., a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606 ("CME") and the Customer listed below in Section 1. This Exhibit should be completed by Customers who are assigning their existing CME connections to a new entity.

### Section I: ASSIGNMENT OR TRANSFER

Check the appropriate box below:

This is a request for an assignment of the Agreement

This is a request for a transfer of ownership for an existing connection

| Section II: EXISTING CUSTOMER INFORMATION |                |                 |
|---|----------------|-----------------|
| A. Name and Location:                     |                |                 |
| Customer Name:                            |                |                 |
| Company Address:                          |                |                 |
| Floor/Suite:                              | City:          | State/Province: |
| Country:                                  | _ Postal Code: |                 |
| <b>B.</b> Contact Information:            |                |                 |
| Primary Contact:                          |                |                 |
| Phone:                                    | Mobile:        | E-mail:         |
| Secondary Contact:                        |                |                 |
| Phone:                                    | Mobile:        | E-mail:         |

| Section III: NEW CUSTOMER INFORMATION |                  |                   |
|---------------------------------------|------------------|-------------------|
| A. Customer Name and Loca             | tion Information |                   |
| Customer Name:                        |                  |                   |
| Company Address:                      |                  |                   |
| Floor/Suite:                          | City:            | _ State/Province: |
| Country:                              | Postal Code:     | Phone Number:     |
| B. Contact Information                |                  |                   |

CMECustConn\_Sch5\_20091013

| Primary Contact:                         |                |                         |
|--|----------------|-------------------------|
| Phone:                                   | Mobile:        | E-mail:                 |
| Secondary Contact:                       |                |                         |
| Phone:                                   | Mobile:        | E-mail:                 |
| C. Billing Address                       |                |                         |
| Customer Name:                           |                |                         |
| Company Address:                         |                |                         |
| Floor/Suite:                             | City:          | State/Province:         |
| Country:                                 | _ Postal Code: | Phone Number:           |
| D. Clearing Information for New Customer |                |                         |
| Class A Clearing Firm Name:              |                | Class A Clearing Firm # |
| Sub/Affiliate Name:                      |                | Sub/Affiliate #         |
| Main Phone:                              |                |                         |

| E. Bank and Account Information of new Firm  |                 |  |  |
|--|-----------------|--|--|
| 1. If Company will be billed directly, provide the following account auto-debit information:                                     |                 |  |  |
| Company billing Contact:   |                 |  |  |
| Phone: Mobile:   | E-mail:         |  |  |
| Name of Bank used by Company:  |                 |  |  |
| Name on Bank Account: (a voided check from the account must be attached for verification purposes):                              |                 |  |  |
|  |                 |  |  |
| City:  | State/Province: |  |  |
| Country:   | Postal Code:    |  |  |
| Transit/ABA Number:  | Account Number: |  |  |
| 2. If a person or entity other than Company will be billed, provide the following information:                                   |                 |  |  |
|  |                 |  |  |
| CME Account Number:  |                 |  |  |
| * The person /entity that holds the CME Account must provide separate written authorization confirming this billing arrangement. |                 |  |  |
| Section IV: Connectivity Information:  |                 |  |  |
| Site ID:   |                 |  |  |
| CME DIRECTLink   | Bandwidth:      |  |  |
| CLIENT INTERNETLink  | Bandwidth:      |  |  |
| CME Globex Hub   | Country:        |  |  |
| CME LNet   | Bandwidth:      |  |  |
| Jackson Direct   | Bandwidth:      |  |  |
| CME CERTLink   |                 |  |  |

Existing Customer (assignor), New Customer (assignee), Clearing Firm of New Customer and CME have caused this Exhibit A to be executed by their authorized representatives, to be effective as of the date executed by CME.

| Existing Customer (assignor)   | Chicago Mercantile Exchange Inc.  |
|--|---|
| Signature:   | Signature:  |
| Print Name:  | Print Name:   |
| Title:   | Title:  |
| Date:  | _ Date:   |
| New Customer (assignee)  | <b>Clearing Firm of New Customer</b>  |
| Signature:   | Signature:  |
| Print Name:  | Print Name:   |
| Title:(must be an authorized officer)  | (must be an authorized officer)   |
| Date:  | Date:   |
| <u>Please return completed documentation to:</u>   |   |
| CME Globex Account Management<br>20 S. Wacker Dr., 9 North<br>Chicago, IL 60606<br>Phone: 312.634.8700<br>Fax: 312.634.1568                                    | CME Globex Account Management - European Office<br>Mark Vogel<br>Watling House<br>33 Cannon Street<br>London EC4M 5SB<br>Phone: +44.20.7796.7100<br>Fax: +44.20.7796.7110 |
| CME Globex Account Management – Asian Office<br>Kwong Cheng<br>Level 39, One Exchange Place<br>8 Connaught Place<br>Central Hong Kong<br>Phone: +852,3101.7696 |   |

Fax: +852.3101.7698

# CLEARING FIRM GUARANTEE AND ACKNOWLEDGEMENT

This Schedule 6 is being executed pursuant to the Customer Connection Agreement (the "Agreement") between CHICAGO MERCANTILE EXCHANGE INC., a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A. ("CME") and Clearing Firm's Customer(s). Any capitalized terms not defined herein shall have the meaning set forth in Schedule 1 of the Agreement.

This Schedule contains the following Exhibits and Appendices:

| Exhibit A:  | CME Clearing Firm Guarantee and Acknowledgement                                  |
|-------------|--|
| Exhibit B:  | Participating Exchange Clearing Firm Guarantee and Acknowledgement (to be        |
|             | completed only if Customer seeks access to Products of a Participating Exchange) |
| Appendix 1: | CME Globex Interface Credit Control Certification Requirements                   |
| Exhibit C:  | Globex Credit Control Functionality Service                                      |

Customer will be denied access to the CME Globex Access Method and the CME Globex Platform unless Customer has obtained and delivered to CME the applicable Exhibit containing the authorized signature of an officer of Clearing Firm(s). CME may restrict, suspend or terminate Customer's access to the CME Globex Access Method and the CME Globex Platform at the direction of Clearing Firm.

# EXHIBIT A CME CLEARING FIRM GUARANTEE AND ACKNOWLEDGEMENT

This Exhibit A is being executed pursuant to Schedule 6 of the Customer Connection Agreement (the "Agreement") between CHICAGO MERCANTILE EXCHANGE INC., a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A. ("CME") and Clearing Firm's Customer(s). Any capitalized terms not defined herein shall have the meaning set forth in Schedules 1 and 6 of the Agreement.

Any information required to be provided in this Exhibit A shall be treated by CME in accordance with the CME privacy statement, which may be found at <u>www.cmegroup.com</u>.

# Section I: Class A Clearing Firm Number Authorization

CME Class A Firm Number(s):\_\_\_\_

Clearing Firm authorizes the CME to generate and distribute use of these Firm Number(s) to (i) establish software-logical connectivity with CME over all CME Globex Access Methods, (ii) associate orders submitted over the CME Globex Access Method for this Class A number and any Firm Numbers associated with this Class A number, and (iii) clear trades resulting from orders submitted over any CME Globex Access Method with the Firm Numbers.

| Section II: C          | learing Firm Authorization an         | d Guarantee   |
|------------------------|---------------------------------------|---|
|                        | as outlined in Section I, for the in  | uthorization for) CME to grant requests for software ndividuals listed below. If you are authorizing individuals, |
|                        | ADD Authorizer                        | REMOVE Authorizer   |
| Full Name:             |                                       |   |
| Address:               |                                       | City:   |
| State:                 | Country:                              | Zip/Postal Code :   |
| Email:                 | Phone Number:                         | Date of Birth :   |
| <i>Optional</i> : Autl | norized Access for the following firm | m number(s):  |
| Full Name:             | ADD Authorizer D                      | REMOVE Authorizer   |
| Address:               |                                       | City:   |
| State:                 | Country:                              | Zip/Postal Code :   |
| Email:                 | Phone Number:                         | Date of Birth :   |
| <i>Optional</i> : Autl | norized Access for the following firm | m number(s):  |
|                        | ADD Authorizer 🗆 🛛                    | REMOVE Authorizer   |
| Full Name:             |                                       |   |
| Address:               |                                       | City:   |

| State: | _ Country:                | _Zip/Postal Code : |
|--------|---------------------------|--------------------|
| Email: | Phone Number <sup>.</sup> | Date of Birth ·    |

Optional: Authorized Access for the following firm number(s):

# **B.** Credit Controls and Security (*CME Globex Interface Customers Only*)

Clearing Firm understands and agrees to implement the CME Globex Credit Control Certification Requirements set forth in Appendix 1 to this Schedule 6.

# C. Audit Trail and Record Retention (CME Globex Interface Customers Only)

By authorizing connections via any CME Globex Access Method, the Clearing Firm acknowledges that it is responsible for maintaining or causing to be maintained the order routing/front-end audit trail for all electronic orders, including order entry, modification, cancellation and responses to such messages (referred to as the "electronic audit trail"), entered into the Globex Platform through the CME iLink® gateway. This electronic audit trail must be maintained for a minimum of 5 years, and clearing members must have the ability to produce this data in a standard format.

This electronic audit trail must contain all order receipt, order entry, order modification, and response receipt times to the highest level of precision achievable by the operating system, but at least to the hundredth of a second. The times captured must not be able to be modified by the person entering the order. The data must also contain all Fix Tag information and fields which should include, but is not limited to the following:

A record of all fields relating to order entry, including transaction date, product, Exchange code, expiration month, quantity, order type, order qualifier, price, buy/sell indicator, stop/trigger price, order number, unique transaction number, account number, session ID, Tag 50 ID, host order number, trader order number, clearing member, type of action, action status code, customer type indicator, origin, and timestamps. For executed orders the audit trail must record the execution time of the trade along with all fill information.

In the case where the Guaranteeing Clearing Firm has a direct connect client that is another Clearing Firm or a Corporate Equity Member, the Clearing Firm may notify the client Clearing Firm or Corporate Equity Member that it is their obligation to maintain the electronic audit trail. Upon execution of this written notice, it shall be the duty of the client Clearing Firm or Corporate Equity Member to maintain an electronic audit trail pursuant to this rule.

# D. Clearing Firm Guarantee

In addition to its obligations under the CME Rules, Clearing Firm agrees that it will be financially responsible for all Customer orders sent to the CME Globex Platform via any CME approved Access Method (including via CME Globex Interface Direct, CME Globex Interface Data Center, CME Globex Trader – Direct or Internet, or CME EOS Trader) that contains the Firm Numbers and for clearing any trades that are matched as a result of such orders. Clearing Firm will be responsible to clear such trades even if the orders received via the CME Globex Interface Direct (i) were entered as a result of a failure in the security controls and/or credit controls, (ii) were entered by an unknown or unauthorized user, or (iii) exceeded Clearing Firm's credit parameters.

# Clearing Firm and CME have caused this Exhibit A to be executed by their authorized representatives, to be effective as of the date executed by CME. Clearing Firm

| Clearing Firm | Chicago Mercantile Exchange Inc.     |
|---------------|--------------------------------------|
| By:           | By:                                  |
|               | Name:                                |
|               | Title:(Must e an authorized Officer) |
| Date:         | Date:                                |

## Please return completed documentation to:

CME Global Account Management 20 S. Wacker Dr., 9 North Chicago, IL 60606 Phone: (312) 634-8700 Fax: (312) 634-1568

| CME Global Account Management – Asian Office |
|--|
| Kwong Cheng                                  |
| Level 39, One Exchange Place                 |
| 8 Connaught Place                            |
| Central Hong Kong                            |
| Phone: =852.3101.7696                        |
| Fax: +852.3101.7698                          |

CME Global Account Management – European Office Mark Vogel Watlin House 33 Cannon Street London EC4M 5SB Phone: +44.20.7796.7100 Fax: +44.20.7796.7110

# EXHIBIT B

# PARTICIPATING EXCHANGE CLEARING FIRM GUARANTEE AND ACKNOWLEDGEMENT

# (Not applicable to OneChicago Customers)

This Exhibit B is being executed pursuant to Schedule 6 of the Customer Connection Agreement (the "Agreement") between CHICAGO MERCANTILE EXCHANGE INC., a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A. ("CME") and <u>Clearing Firm's Customer(s)</u>. Any capitalized terms not defined herein shall have the meaning set forth in Schedules 1 and 6 of the Agreement.

# Section I: Class A Clearing Firm Number Authorization

The Clearing Firm and Participating Exchange Clearing Firm Agree to the following cross-mapping of clearing numbers for trading products on Participating Exchanges.

| CME Globex<br>Executing<br>Number | CME | СВОТ | COMEX | КВОТ | NYMEX | DME | MGEX |
|-----------------------------------|-----|------|-------|------|-------|-----|------|
|                                   |     |      |       |      |       |     |      |
|                                   |     |      |       |      |       |     |      |
|                                   |     |      |       |      |       |     |      |
|                                   |     |      |       |      |       |     |      |
|                                   |     |      |       |      |       |     |      |
|                                   |     |      |       |      |       |     |      |
|                                   |     |      |       |      |       |     |      |
|                                   |     |      |       |      |       |     |      |

# Participating Exchange Clearing Numbers

# Section II: Clearing Firm Authorization and Guarantee

# A. Credit Controls and Security (CME Globex Interface Customers Only)

Clearing Firm understands and agrees to implement the CME Globex Credit Control Certification Requirements set forth in Appendix 1 to this Schedule 6 for Products that are cleared by CME. For any Product that is cleared by a Participating Exchange, Clearing Firm shall implement the credit control certification requirements of such Participating Exchange, if any.

# B. Audit Trail and Record Retention (Globex Interface Customers Only)

By authorizing connections via any CME Globex Access Method, the Clearing Firm acknowledges that it is responsible for maintaining or causing to be maintained the order routing/front-end audit trail for all electronic orders, including order entry, modification, cancellation and responses to such messages (referred to as the "electronic audit trail"), entered into the Globex platform through the CME iLink® gateway. This electronic audit trail must be maintained for a minimum of 5 years, and clearing members must have the ability to produce this data in a standard format.

This electronic audit trail must contain all order receipt, order entry, order modification, and response receipt times to the highest level of precision achievable by the operating system, but at least to the hundredth of a second. The times captured must not be able to be modified by the person entering the order. The data must also contain all Fix Tag information and fields which should include, but is not limited to the following:

A record of all fields relating to order entry, including transaction date, product, Exchange code, expiration month, quantity, order type, order qualifier, price, buy/sell indicator, stop/trigger price, order number, unique transaction number, account number, session ID, Tag 50 ID, host order number, trader order number, clearing member, type of action, action status code, customer type indicator, origin, and timestamps. For executed orders the audit trail must record the execution time of the trade along with all fill information.

In the case where the Guaranteeing Clearing Firm has a direct connect client that is another Clearing Firm or a Corporate Equity Member, the Clearing Firm may notify the client Clearing Firm or Corporate Equity Member that it is their obligation to maintain the electronic audit trail. Upon execution of this written notice, it shall be the duty of the client Clearing Firm or Corporate Equity Member to maintain an electronic audit trail pursuant to this rule.

#### C. **Clearing Firm Guarantee**

In addition to its obligations under the CME Rules, Clearing Firm agrees that it will be financially responsible for all Customer orders sent to the CME Globex Platform via any CME approved Access Method (including via CME Globex Interface Direct, CME Globex Interface Data Center, or CME EOS Trader) that contains the Firm Numbers and for clearing any trades that are matched as a result of such orders. Clearing Firm will be responsible to clear such trades even if the orders received via the CME Globex Interface Direct (i) were entered as a result of a failure in the security controls and/or credit controls, (ii) were entered by an unknown or unauthorized user, or (iii) exceeded Clearing Firm's credit parameters.

Clearing Firm, CME and Participating Exchange have caused this Exhibit B to be executed by their authorized representatives, to be effective as of the date executed by CME.

| CME Clearing Firm                    | Participating Exchange Clearing Firm |
|--------------------------------------|--------------------------------------|
| By:                                  | By:                                  |
| Name:                                |                                      |
| Title:(Must e an authorized Officer) |                                      |
| Date:                                | Date:                                |
| Chicago Mercantile Exchange Inc.     | Participating Exchange               |
| By:                                  | By:                                  |
| Name:                                |                                      |
| Title:                               |                                      |
| Date:                                | Date:                                |

# **Participating Exchange Clearing Firm**

### Please return completed documentation to:

CME Global Account Management 20 S. Wacker Dr., 9 North Chicago, IL 60606 Phone: (312) 634-8700 Fax: (312) 634-1568

CME Global Account Management – Asian Office Kwong Cheng Level 39, One Exchange Place 8 Connaught Place Central Hong Kong Phone: =852.3101.7696 Fax: +852.3101.7698 CME Global Account Management – European Office Mark Vogel Watlin House 33 Cannon Street London EC4M 5SB Phone: +44.20.7796.7100 Fax: +44.20.7796.7110

# APPENDIX 1 TO SCHEDULE 6

# CME GLOBEX INTERFACE CREDIT CONTROL CERTIFICATION REQUIREMENTS

The credit controls for systems routing orders to the CME Globex Platform via CME Globex Interface Direct or CME Globex Interface Data Center must satisfy all four of the following major criteria.

# 1. Separation Between Trading and Credit Control Functions

The system must support strict separation between trading and credit control functions. The credit control function must reside with an authorized administrator that is separate from the traders. Traders must not be able to adjust or control the credit control parameters and they must not be able to adjust calculated gains, losses, exposures, or position size amounts (except through trading activity).

- 2. Clearing Firm Control The Clearing Firm must be able to control the credit control system:
  - The Clearing Firm must be able to set the credit control parameters, such as trade quantity limits, position limits, exposure limits, loss limits, and eligible products and instruments.
  - The Clearing Firm must either be able to set these credit control parameters directly through its own terminals, or it must be able to monitor these parameters in detail, in real time, and on demand through its own terminals.
  - The Clearing Firm must be able to adjust credit control values and parameters in real time during a trading session.

# **3. Pre-Execution Controls**

• The Clearing Firm must be able to set controls to accept or reject a trader's or account's orders before the API passes those orders to the matching engine, either through automated credit controls or by requiring a Clearing Firm employee to take action to accept such orders.

# 4. Control Access to Order Routing

The Clearing Firm must be able to revoke a trader's access to the electronic order routing technology.

If you have questions about the Credit Control Certification Requirements, please call (312) 648-3888.

# EXHIBIT C GLOBEX CREDIT CONTROL SERVICE

This Exhibit C is being executed pursuant to Schedule 6 of the Customer Connection Agreement (the "Agreement") between CHICAGO MERCANTILE EXCHANGE INC., a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A. ("CME") and \_\_\_\_\_\_\_\_ ("Customer"). Any capitalized terms not defined herein shall have the meaning set forth in Schedules 1 and 6 of the Agreement.

"Globex Credit Control Service" means Customer's use of an optional Globex functionality to reject inbound orders and cancel resting day orders and quotes that increase risk at a Firm ID level from the time at which a Customer-defined risk threshold has been reached. Customer shall define a maximum dollar value credit limit for both futures and options by means of a CME-sponsored interface. Customer may change the risk threshold value for one or more Firm IDs. If a Customer defined risk threshold is triggered, all resting orders and quotes for that Firm ID that are deemed to increase risk, as determined solely by CME, shall be cancelled and all new orders for that Firm ID that are interpreted as increasing risk shall be rejected. Customer must define the risk threshold value as provided by the CME-sponsored interface. Customer is responsible to manually reset threshold levels if they manually trigger risk thresholds.

Globex Credit Control Service is available to Globex listed products for the following exchanges: CME, CBOT, NYMEX, COMEX, MGEX and KCBT. Clearing Firm is responsible for notifying Clearing Firms of MGEX and KCBT if Clearing Firm implements Globex Credit Control Service for Customers of those exchanges.

Globex Credit Control Service is intended to be used only as a back-up system to Customer's internal risk monitoring and credit control procedures. Globex Credit Control Service may reject or cancel orders submitted for accounts that have not exceeded credit limits if multiple Session IDs are associated with a single Firm ID.

Limitation of Liability for Credit Control Service

NOTWITHSTANDING SECTION 9 OF THE AGREEMENT, CME AND PARTICIPATING EXCHANGES, INCLUDING DIRECTORS, OFFICERS AND EMPLOYEES OF CME AND PARTICIPATING EXCHANGES, SHALL NOT BE LIABLE TO ANY PERSON FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, AND DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM OR IN ANY WAY RELATING TO CUSTOMER'S USE OF GLOBEX CREDIT CONTROL SERVICE.

Clearing Firm hereby authorizes CME to grant (or remove) the following individuals access to the Credit Controls GUI using the following Firm Number(s). Please indicate your Firm Number(s) and, if you are authorizing individuals, list at least two. CME Class A Firm Number(s):\_\_\_\_\_ ADD REMOVE Full Name: Address: \_\_\_\_\_ City: \_\_\_\_ 
 State:
 Zip/Postal Code :

 Email:
 Phone Number:
 Date of Birth :
 Mother's Maiden Name:\_\_\_\_\_ City of Birth: Smart Click User ID: Smart Click Token: Full Name: Address: \_\_\_\_\_ City: \_\_\_\_\_ 
 State:
 \_\_\_\_\_\_
 Zip/Postal Code : \_\_\_\_\_

 Email:
 Phone Number:
 Date of Birth :
 Mother's Maiden Name:\_\_\_\_\_ City of Birth:\_\_\_\_\_ Smart Click User ID: Smart Click Token: Full Name: Address: \_\_\_\_\_ City: \_\_\_\_\_ 
 State:
 \_\_\_\_\_\_
 Zip/Postal Code :

 Email:
 Phone Number:
 Date of Birth :
 Mother's Maiden Name:\_\_\_\_\_ City of Birth:\_\_\_\_\_ Smart Click User ID:\_\_\_\_\_ Smart Click Token:\_\_\_\_\_ Full Name: \_\_\_\_\_ Address: City: State: Country: Zip/Postal Code : \_\_\_\_\_

| nail: Phone Number:                          | Date of Birth :   |
|--|---|
| other's Maiden Name:                         | City of Birth:  |
| nart Click User ID:                          | Smart Click Token:  |
| representatives, to be effective as of the d | d this Exhibit C to be executed by their authorized late executed by CME. |
| Clearing Firm                                | Chicago Mercantile Exchange Inc.  |
| By:  | By:   |
| Name:  | Name:   |
|  |   |
| Title:(Must be an authorized Officer)        | Title: (Must be an authorized Officer)                                    |

# Please return completed documentation to:

#### North American and Customers:

CME Global Account Management 20 S Wacker Dr., 9 North Chicago, IL 60606 Phone: 312.634.8700 Fax: 312.634.1568

#### **Asian Customers:**

CME Global Account Management - Asian Office Kwong Cheng Level 39, One Exchange Square 8 Connaught Place Central Hong Kong Phone: +852 3101 7696 Fax: +852 3101 7698

#### **European Customers:**

CME Global Account Management - European Office Mark Vogel Watling House 33 Cannon Street London EC4M 5SB Phone: +44.20.7796.7100 Fax: +44.20.7796.7110



# FIRMSOFT LICENSE AGREEMENT

This Schedule 9 is being executed pursuant to the Customer Connection Agreement (the "Agreement") between CHICAGO MERCANTILE EXCHANGE INC., a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A. ("CME") and

("Customer"). Any capitalized terms not defined herein shall have the meaning set forth in Schedule 1 of the Agreement.

Customer and Clearing Firm agree to authorize FirmSoft access for the users identified below.

Any information required to be provided in this Schedule shall be treated by CME in accordance with the CME privacy statement, which may be found at www.cmegroup.com.

| Complete the following for each individual for w   | hom you are requesting access.         |
|--|--|
| <ul> <li>All the information listed below is required; inco</li> </ul>   | mplete requests will not be processed. |
| <b>†Request Types</b> (please see Note below):   |  |
| AF = Add FirmSoft Only;     AFA Add FirmSoft Address for (OMF Olace A O  |  |
| <ul> <li>AFA = Add FirmSoft Administration (CME Class A C</li> <li>Change = Add/Remove Affiliate Firms;</li> </ul> | learing Firms only);                   |
| <ul> <li>Delete = Delete FirmSoft Access</li> </ul>  |  |
| ‡Access Types (AF requests only):  |  |
|  | AI = All Inquiry Only                  |
|  |  |
|  | Access Type‡:                          |
| User's Name:   |  |
| User's SMART Click ID:   |  |
| User's SMART Click Token:  |  |
| Class A or Affiliate Firm Number(s):   |  |
| Account(s):  |  |
| iLink Session(s):  |  |
| Broker (iLink <sup>®</sup> tag 50):  |  |
|  |  |
|  | Access Type‡:                          |
| User's Name:   |  |
| User's SMART Click ID:   |  |
| User's SMART Click Token:  |  |
| Class A or Affiliate Firm Number(s):   |  |
| Account(s):  |  |
| iLink Session(s):  |  |
| Broker (iLink <sup>®</sup> tag 50):  |  |
|  |  |
| Request Type†:   |  |
| User's Name:   |  |
| User's SMART Click ID:   |  |
| User's SMART Click Token:  |  |
| Class A or Affiliate Firm Number(s):   |  |
| Account(s):  |  |
| CMECustConn_Sch9_20080424  | 1                                      |

| iLink Session(s):<br>Broker (iLink <sup>®</sup> tag 50): |               |  |
|--|---------------|--|
| Request Type†:   | Access Type‡: |  |
| User's Name:   |               |  |
| User's SMART Click ID:                                   |               |  |
| User's SMART Click Token:                                |               |  |
| Class A or Affiliate Firm Number(s):                     |               |  |
| Account(s):  |               |  |
| iLink Session(s):  |               |  |
| Broker (iLink <sup>®</sup> tag 50):                      |               |  |
|  |               |  |
|  |               |  |

**†NOTE:** REQUEST TYPE "AFA" WILL GRANT THE USER ACCESS TO THE FIRMSOFT ADMINISTRATION INTERFACE. THIS INTERFACE ALLOWS THE USER TO ADD, MODIFY AND DELETE FIRMSOFT USER IDS ON BEHALF OF THE CME CLASS A CLEARING FIRM.

Customer and CME have caused this Schedule 9 to be executed by their authorized representatives, to be effective as of the date executed by CME.

| Customer                             | Clearing Firm                   |
|--------------------------------------|---------------------------------|
| By:                                  | By:                             |
| Name:                                | Name:                           |
| Title:                               | Title:                          |
| (Must be an authorized Officer)      | (Must be an authorized Officer) |
| Date:                                | Date:                           |
| Chicago Mercantile Exchange Inc. By: |                                 |
| Name:                                |                                 |
| Title:                               |                                 |
| (Must be an authorized Officer)      |                                 |
| Date:                                |                                 |

#### Please return completed documentation to:

#### **European Customers: North American Customers:** CME Globex Account Management - CME Mark Vogel, CME European Office Watling House 20 S Wacker Dr. Chicago, IL 60606 Phone: 312.634.8700 33 Cannon Street Fax: 312.634.1568 London EC4M 5SB +44.20.7796.7100 Fax: +44.20.7796.7110

Asian Customers: Kwong Cheng, CME Asian Office

Level 39, One Exchange Square 8 Connaught Place Central Hong Kong Phone: +852 3101 7696 Fax: +852 3101 7698



## CME CANCEL ON DISCONNECT REQUEST

This Schedule 11 is being executed pursuant to the Customer Connection Agreement (the "Agreement") between CHICAGO MERCANTILE EXCHANGE INC, a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A. ("CME") and \_\_\_\_\_\_

("Customer"). Any capitalized terms not defined herein shall have the meaning set forth in Schedule 1 to the Agreement.

"Cancel on Disconnect" or "COD" is a service that will cancel user orders if an iLink session is disconnected. Please see <u>www.cmegroup.com/cod</u> for detailed information and a description of COD functionality. COD service is provided on a best efforts basis and CME provides no guarantees on working COD functionality. Customer should either call the GCC or login to iLink to check order status after an ungraceful disconnect. Upon ungraceful disconnect, if COD functionality attempts to cancel an order that has been completely filled at the host, this cancel request will be rejected as Too Late to Cancel (TLTC).

Limitation of Liability for COD Service

NOTWITHSTANDING SECTION 9 OF THE AGREEMENT, CME SHALL NOT BE LIABLE TO ANY PERSON FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, AND DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM CUSTOMER'S USE OF CANCEL ON DISCONNECT SERVICE.

Customers who wish to order COD Service must review this entire Schedule and provide all applicable information where requested. Please note that Clearing Firm must also sign this Schedule. Any changes to this Schedule after execution by CME, Customer and Clearing Firm must be completed on a new Schedule, to be executed by CME, Customer and Clearing Firm.

| Please return completed documentation to: |
|---|
|---|

| North American Customers:                                | European Customers:                     |  |
|--|---|--|
| CME Globex Account Management – CME Group                | Mark Vogel, CME Group European Office   |  |
| 20 S Wacker Dr.  | 33 Cannon Street                        |  |
| Chicago, IL 60606 Phone: 312.634.8700                    | London EC4M 5SB Phone: +44.20.7796.7100 |  |
| Fax: 312.634.1568  | Fax: +44.20.7796.7110                   |  |
| Asian Customers: Kwong Cheng, CME Group Singapore Office |   |  |
| Level 39, One Exchange Square                            |   |  |
| 8 Connaught Place  |   |  |
| Central Hong Kong Phone: +852 3101 7696                  |   |  |
| Fax: +852 3101 7698                                      |   |  |



| Section I: Cancel on Disconne  |           |  |  |
|--|-----------|--|--|
| Please denote the iLink session and trader id that you would like enabled for cancel on disconnect functionality. Example: Session ID = ABC. Trader ID= 0J0L |           |  |  |
| Session ID   | Trader ID |  |  |
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A CME/Chicago Board of Trade Company

| Section II: Cancel on Disconnect Contacts  |      |       |  |
|--|------|-------|--|
| Please denote any individuals you want contacted for COD service updates/interruptions |      |       |  |
| FIRM   | NAME | EMAIL |  |
| <u> </u>   |      | -     |  |
|  |      | -     |  |
|  |      | -     |  |
|  |      | -     |  |
|  |      |       |  |

Customer, Clearing Firm and CME have caused this Schedule 11 to be executed by their authorized representatives, to be effective as of the date executed by CME.

| Customer                                 | Chicago Mercantile Exchange Inc. |
|--|----------------------------------|
| By:                                      | By:                              |
| Name:                                    | Name:                            |
| Title:(Must be an authorized Officer)    | Title:                           |
| Date:                                    | Date:                            |
| Clearing Firm                            |                                  |
| By:                                      | _                                |
| Name:                                    | _                                |
| Title:                                   | _                                |
| (Must be an authorized Officer)<br>Date: |                                  |



# **DROP COPY SERVICE**

This Schedule 12 is being executed pursuant to the Customer Connection Agreement (the "Agreement") between CHICAGO MERCANTILE EXCHANGE INC., a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A. ("CME") and \_\_\_\_\_\_\_

("Customer"). Any capitalized terms not defined herein shall have the meaning set forth in Schedule 1 of the Agreement.

"Drop Copy Service" means Customers' use of one-way iLink<sup>®</sup> sessions that duplicate all iLink outbound execution and acknowledgment messages from one or more iLink sessions and bundle those messages to the dedicated drop copy session to provide Customers with aggregate position and settlement monitoring. Drop Copy Service is intended to be used only as a back-up system to iLink outbound execution and acknowledgment messages.

Drop Copy Service is subject to the applicable Customer Fees set forth in <u>Exhibit A</u> of the Agreement, as revised from time to time pursuant to Section 4 of the Agreement.

#### Limitation of Liability for Drop Copy Service

NOTWITHSTANDING SECTION 9 OF THE AGREEMENT, CME SHALL NOT BE LIABLE TO ANY PERSON FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, AND DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM CUSTOMER'S USE OF DROP COPY SERVICE.

Customers who wish to order Drop Copy Service must review this entire Schedule and provide all applicable information where requested. Any changes to this Schedule after execution by CME and Customer must be completed on a new Schedule, to be executed by CME and Customer.

#### Please return completed documentation to:

#### North American Customers:

CME Globex Account Management 20 S Wacker Dr., 9 North Chicago, IL 60606 Phone: 312.634.8700 Fax: 312.634.1568

#### **European Customers:**

CME Globex Account Management - European Office Mark Vogel Watling House 33 Cannon Street London EC4M 5SB Phone: +44.20.7796.7100 Fax: +44.20.7796.7110

#### **Asian Customers:**

CME Globex Account Management - Asian Office Kwong Cheng Level 39, One Exchange Square 8 Connaught Place Central Hong Kong Phone: +852 3101 7696 Fax: +852 3101 7698

| Section I:   | Customer Information |           |
|--------------|----------------------|-----------|
| Firm Name:   |                      |           |
| Firm Address |                      |           |
| City:        | State:               | Zip Code: |

| Section II: Drop Copy Group Request(s)<br>Please note that "Drop Copy Group Name" below should be preceded by the Customer name.<br>Example: "ABC Trading Drop Copy group alpha"   |          |  |  |
|--|----------|--|--|
| □ ADD Drop Copy Group □ DELETE Drop Copy Group □ ADD / DELETE Authorized □ Drop Copy Group □ ADD / DELETE Authorized □   | Contacts |  |  |
| Drop Copy Group Name:  |          |  |  |
| □ ADD Drop Copy Group □ DELETE Drop Copy Group □ ADD / DELETE Authorized □ Drop Copy Group Name:   | Contacts |  |  |
| Site ID to be charged for Drop Copy group:<br>Check here if this Site ID belongs to a Third Party<br>Check here and complete Exhibit A if you do not have a Site ID<br>Note: If you checked the Third Party box, Authorized Officer signature will be required on page 3     |          |  |  |
| □ ADD Drop Copy Group □ DELETE Drop Copy Group □ ADD / DELETE Authorized □ Drop Copy Group Name:   | Contacts |  |  |
| Site ID to be charged for Drop Copy group:<br>□ Check here if this Site ID belongs to a Third Party<br>□ Check here and complete Exhibit A if you do not have a Site ID<br>Note: If you checked the Third Party box, Authorized Officer signature will be required on page 3 |          |  |  |
| □ ADD Drop Copy Group □ DELETE Drop Copy Group □ ADD / DELETE Authorized □ Drop Copy Group Name:   | Contacts |  |  |
| Site ID to be charged for Drop Copy group:<br>Check here if this Site ID belongs to a Third Party<br>Check here and complete Exhibit A if you do not have a Site ID<br>Note: If you checked the Third Party box, Authorized Officer signature will be required on page 3     |          |  |  |

| Section III: Clearing Firm Authorization   |                |                        |  |
|--|----------------|------------------------|--|
| A. The Clearing Firm authorizes CME to grant (or remove) configuration requests for the above mentioned Drop Copy group(s) with approval of the Clearing Firm employees listed below. Please authorize at least two individuals. These individuals will be responsible for identifying the source session IDs and level of messaging required for each Drop Copy group listed above. |                |                        |  |
|  | ADD Authorizer | REMOVE Authorizer      |  |
| Full Name:   |                |                        |  |
| Address:   | C              | ity: Zip/Postal Code : |  |
| State:   | Country:       | Zip/Postal Code :      |  |
| Email:   | Phone Number:  |                        |  |
|  | ADD Authorizer | REMOVE Authorizer      |  |
|  |                |                        |  |
| Full Name:   |                |                        |  |
| Address:   | C              | ity: Zip/Postal Code : |  |
| State:   | Country:       | Zip/Postal Code :      |  |
| Email:   | Phone Number:  |                        |  |
|  | ADD Authorizer | REMOVE Authorizer      |  |
| Full Name:   |                |                        |  |
| Address:         City:           State:         Country:         Zip/Postal Code :   |                |                        |  |
| State:   | Country:       | ity: Zip/Postal Code : |  |
| Email:   | Phone Number:  | ·                      |  |
|  |                |                        |  |

Customer, CME, Clearing Firm and, if applicable, Third Party have caused this Schedule 12 to be executed by their authorized representatives, to be effective as of the date executed by CME.

| Customer                        | Chicago Mercantile Exchange Inc. |
|---------------------------------|----------------------------------|
| By:                             | By:                              |
| Name:                           | Name:                            |
| Title:                          | Title:                           |
| (Must be an authorized Officer) |                                  |
| Date:                           | Date:                            |
| Clearing Firm:                  | Third Party:                     |
| By:                             | •                                |
| Name:                           | Name:                            |
| Title:                          |                                  |
| (Must be an authorized Officer) | (Must be an authorized Officer)  |
| Date:                           | Date:                            |
|                                 |                                  |

#### EXHIBIT A DROP COPY SERVICE BILLING

This Exhibit A is being executed pursuant to Schedule 12 of the Customer Connection Agreement (the "Agreement") between Chicago Mercantile Exchange Inc. a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A. and the Customer listed below in Section I.

| Section I: BILLING CONTACT INFORMATION<br>All customers required to complete this section |                     |                 |                                   |
|---|---------------------|-----------------|-----------------------------------|
|   |                     |                 |                                   |
|   |                     |                 |                                   |
| Customer Billing Contact:   |                     |                 |                                   |
| Phone:  | Mobile:             | E-mail:         |                                   |
| Customer Billing Address:   |                     |                 |                                   |
| City:   |                     | State/Province: |                                   |
| Country:  |                     | Postal Code:    |                                   |
|   |                     |                 |                                   |
| Section II: BANK AND ACCO<br>Note: a voided check from the                                |                     |                 | ectly must complete this section) |
| Name on Bank Account:   |                     |                 |                                   |
| Name of Bank:   |                     |                 |                                   |
| Bank address:   |                     |                 |                                   |
| City:   | State               | e/Province:     |                                   |
| Country:  | Pos                 | tal Code:       |                                   |
| Transit/ABA Number: Account Number:   |                     |                 |                                   |
| INTERNATIONAL CUSTOMERS: Please Remit Payment Using these Wire Instructions:              |                     |                 |                                   |
| Chicago Mercantile Exchange In  | nc.                 |                 |                                   |
| Tax ID: 36-4340266<br>Bank Name: JP Morgan Chase  | Bank                |                 |                                   |
| Address: New York, NY   | Duint               |                 |                                   |
| ABA#: 021000021   |                     |                 |                                   |
| Acct #: 5029805<br>Acct Name: Chicago Mercantile Exchange Inc.                            |                     |                 |                                   |
| SWIFT Code: CHASUS33  | inne Exenuinge ine. |                 |                                   |