

**Cboe FX Markets, LLC (Cboe FX)
Cboe FX Point Market Maker Order Form**

Initial Form Amended Form Add/Remove Membership Subscription

| CBOE FX POINT MARKET MAKER INFORMATION | | |
|---|-----------------|-----------|
| Company Name (“User”): | | |
| Address of Principal Office: | | |
| City: | State: | Zip Code: |
| BILLING ADDRESS | | |
| <input type="checkbox"/> (Check if same as above) | | |
| Address of Billing Office: | | |
| City: | State: | Zip Code: |
| BUSINESS CONTACT | BILLING CONTACT | |
| Name: | Name: | |
| Title: | Title: | |
| Email: | Email: | |
| Phone: | Phone: | |

| CBOE FX POINT MARKET MAKER MEMBERSHIP TYPE | | | |
|--|--------------------------|--------------------------|----------------|
| Membership Subscription | Add | Remove | Effective Date |
| Platinum | <input type="checkbox"/> | <input type="checkbox"/> | |
| Gold | <input type="checkbox"/> | <input type="checkbox"/> | |
| Silver | <input type="checkbox"/> | <input type="checkbox"/> | |

*See [Cboe FX Point Fees](#) for applicable monthly fees.

**Monthly ADV baseline fees may also apply. See Section 5 below.

| ECN BASELINE ADV (to be completed by Cboe FX)* | |
|---|--|
| Trailing 6 Month Period | |
| Trailing 6 Month ADV (\$B) | |
| ADV Baseline (Trailing 6 Month ADV * 80%, in \$B) | |

* See [Cboe FX Point Trading Standards](#) for a description of ECN Baseline ADV calculation methodology.

**Cboe FX Markets, LLC (Cboe FX)
Cboe FX Point Market Maker Order Form**

This Cboe FX Point Market Maker Order Form (“Order Form”) is made between Cboe FX Markets, LLC (“Cboe FX”) and the User as of the date set forth below and supplements and forms part of the Cboe FX Markets, LLC User or Participating Financial Institution Agreement (as applicable, the “User Agreement”), entered into between Cboe FX and the User.

- Term.** Upon acceptance by Cboe FX, the User shall be deemed a Cboe FX Point Market Maker and may participate on the Cboe FX Point Platform commencing on the Effective Date until termination in accordance with Sections 2 and 3, below.
- Termination for Convenience.** At any time following a period of ninety (90) days after the Effective Date, either of the User or the Provider shall have the right to terminate this Order Form, without cause, upon ninety (90) days’ advance written notice to the other party. For the avoidance of doubt, any such termination shall have no effect on the User Agreement unless otherwise agreed.
- Termination for Cause.** Cboe FX shall have the right to terminate this Order Form, and the User’s designation as a Cboe FX Point Market Maker, immediately upon notice to the User: (i) upon the occurrence of any event which would reasonably prevent Cboe FX from providing the Platform, including the Cboe FX Point Platform, to users generally, including, without limitation, any termination of, default under, or failure to enter into an agreement between Cboe FX and any third party (other than an Affiliate) that is material to the operation of the Cboe FX Point Platform, any loss or potential loss of regulatory authorization or license, or any limitation on Cboe FX’s right to license the use of the Cboe FX Point Platform to users;

- (ii) if the User has violated any Law in connection with its use of the Cboe FX Point Platform; (iii) if, as a result of the use or misuse of the Cboe FX Point Platform by the User, Cboe FX has suspended access to and use of the Cboe FX Point Platform or the Platform in accordance with the terms and conditions of the User Agreement and the User fails to cure the cause of the suspension to the reasonable satisfaction of Cboe FX within five (5) days of such suspension; (iv) if Cboe FX determines, in its sole discretion, that the security or normal operation of any part of the Platform, including the Cboe FX Point Platform, has been compromised and cannot be promptly cured; or (v) if Cboe FX determines, in its sole discretion, that it shall for any reason cease providing access to the Platform, or to the Cboe FX Point Platform, to users generally.
4. **Effect of Termination.** Termination of this Order Form shall not terminate or otherwise modify the User's obligations pursuant to the User Agreement, and with respect to any liability or matter arising out of the use by the Platform, including the Cboe FX Point Platform, by the User, or any Transaction executed via the Platform by the User as agent of the User's PFI prior to such termination. Upon such termination, the User shall pay all Fees accrued and payable to Cboe FX under the [Cboe FX Point Fees](#) prior to such termination and shall promptly return to the Provider all materials and documents relating to the Order Form and the Cboe FX Point Platform.
 5. **Fees.** Cboe FX Point Market Makers are subject to the monthly membership fees set forth in the Cboe FX Point Fees. In addition to monthly membership fees, Cboe FX Point Market Makers may be subject to transaction fees ("ADV baseline fees") for the difference between its ECN Baseline ADV, as determined by Cboe FX in its sole discretion, and actual Market Maker Passive ADV achieved on the ECN for any month, if its ECN Baseline ADV exceeds such actual Market Maker Passive ADV. This difference will be billed at a rate in accordance with Cboe FX's [Market Maker Transaction Fees](#). ADV baseline fees are waived in the event the User achieves a market share of 10% or greater in Market Maker Passive ADV in that month, as determined by Cboe FX in its sole discretion. The ECN Baseline ADV of each Cboe FX Point Market Maker will be reset at the start of each calendar year, in Cboe FX's sole determination, using the same methodology outlined within the Cboe FX Point Trading Standards.
 6. **Membership Subscriptions.** A Cboe FX Point Market Maker may upgrade its subscription level at any time upon submission of a revised Order Form to Cboe FX. A Cboe FX Point Market Maker may downgrade its subscription level upon submission of a revised Order Form to Cboe FX with ninety (90) days' advance notice. A maximum of one downgrade is permitted within a twelve (12) month period. In lieu of a subscription upgrade, Cboe FX Point Market Makers may opt to add a Cboe FX Point stream for an additional monthly fee of \$7,000 per Cboe FX Point stream in excess of the subscription level's allowable number of Cboe FX Point streams. Subscription level eligibility of each Cboe FX Point Market Maker will be reset at the start of each calendar year, in Cboe FX's sole determination, using the same methodology outlined within the [Cboe FX Point Standards](#).
 7. **Cboe FX Point Takers.** A Cboe FX Point Market Maker may provide a predetermined number of Cboe FX Point streams according to its subscription level, as outlined in the Cboe FX Point Fees. A Cboe FX Point Market Maker may add Cboe FX Point Takers to one of its streams in accordance with Section 6 above. Each Cboe FX Point Taker shall be designated as such by a Cboe FX Point Market Maker, in writing, to Cboe FX, subject to acceptance by such Cboe FX Point Taker.
 8. **Consent to Publication.** The User, if accepted by Cboe FX as a Cboe FX Point Market Maker, authorizes Cboe FX and its affiliates to include its corporate name, logo, link to its website, trade names and trade/service marks (collectively, the "Cboe FX Point Market Maker IP") in any published list of Cboe FX's Point Market Makers, or in any other advertising and promotional materials in which such Cboe FX Point Market Maker may authorize Cboe FX, in writing, to include its Cboe FX Point Market Maker IP. The Cboe FX Point Market Maker hereby releases Cboe FX from any obligation of confidentiality regarding the Cboe FX Point Market Maker IP as may be set forth in the User Agreement, and hereby agrees to indemnify, defend and hold Cboe FX and its affiliates harmless from any proceedings, suits, claims or actions brought by third parties, without waiver of any legal privileges, arising from or in connection to Cboe FX's use of the Cboe FX Point Market Maker IP in accordance with the terms of this Order Form. Except as set forth herein, Cboe FX has no right, title or interest in the Cboe FX Point Market Maker IP.

I certify, on behalf of the User, that the information contained in this Order Form is accurate.

User

Name: _____

Title: _____

Date: _____