

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

☐ Initial Form ☐ Amended Form

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:	

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.

1. **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.
2. **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.
3. **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.** See [Cboe FX Point Fees](#) for applicable monthly fees.
6. **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: _____