

PRIME BROKER ADDENDUM

FXMARKETSPACE: FXMarketSpace Limited	CUSTOMER: [Enter full legal name of Customer].....
PRINCIPAL OFFICE: 33 Cannon Street, London EC4M 5SB	PRINCIPAL OFFICE: [Enter principal address of Customer].....

This Addendum (this “**PB Addendum**”) is entered into between FXMarketSpace and the Customer named above (each a “**Party**”). The terms of this PB Addendum shall supplement the terms and be deemed a part of the Customer Access Agreement, dated _____, _____ [to be inserted by FXMarketSpace] between FXMarketSpace and Customer (the “**Customer Access Agreement**”).

Except as expressly modified and supplemented by this PB Addendum, the terms of the Customer Access Agreement shall continue in full force and effect. By signing below, each Party agrees to be bound by this PB Addendum with effect from (DD/MMM/YYYY) _____ [to be inserted by FXMarketSpace]. This date is the **Effective Date**.

FXMARKETSPACE LIMITED

CUSTOMER

SIGNED:.....

SIGNED:.....

PRINT NAME:.....

PRINT NAME:.....

TITLE:

TITLE:

DATE OF SIGNATURE:

DATE OF SIGNATURE:

PB ADDENDUM TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions

Capitalised terms used but not defined in this PB Addendum shall have the meanings given to them in the Customer Access Agreement.

Designated Customer – means each of the FXMarketSpace customers designated from time to time by Customer by written notice to FXMarketSpace in accordance with such customer registration procedures as FXMarketSpace shall establish.

2. Scope

This PB Addendum sets out certain additional rights and obligations of Customer as an Authorised Prime Broker in connection with the provision to Designated Customers of Access to and use of the FXMarketSpace Platform and Real-Time Market Data. In the event of any conflict or inconsistency between the terms of this PB Addendum and terms of the Customer Access Agreement (other than this PB Addendum), the terms of this PB Addendum shall govern.

3. Authorisation as a Prime Broker

Upon receiving notice from FXMarketSpace that it is authorised to act as an Authorised Prime Broker, Customer may:

- (A) authorise Designated Customers located in Authorised Jurisdictions to Access and use the FXMarketSpace Platform; and
- (B) act as an Authorised Prime Broker on the FXMarketSpace Platform for Designated Customers in relation to FXMarketSpace Products,

in each case in accordance with this PB Addendum and the FXMarketSpace Rules, the CME Rules and the Customer Access Agreement.

4. Distribution of Access and Data

4.1 Access Requirements. Customer may develop and provide to Designated Customers GUI or API Access to the FXMarketSpace Platform subject to the following provisions:

- (A) Customer may provide GUI or API Access to the FXMarketSpace Platform solely:
 - (i) for Customer’s internal use in accordance with the Customer Access Agreement; and/or
 - (ii) for use by Authorised Traders of Designated Customers with respect to whom the Authorised Clearing Firm which is an Affiliate of Customer Clears FXMarketSpace transactions, provided that a majority of the transactions in FXMarketSpace Products resulting from Messages transmitted by Designated Customers through Customer’s GUI or

API are Cleared by that Affiliate.

- (B) Any GUI developed by Customer and provided to its Designated Customers through which designated Customers may access the FXMarketSpace Platform:
 - (i) must brand such information as being information of the FXMarketSpace Platform in accordance with the branding policies of FXMarketSpace as published by FXMarketSpace from time to time; and
 - (ii) must ensure that any order placed by a Designated Customer that is intended for execution on the FXMarketSpace Platform is routed directly to the FXMarketSpace Platform and not executed against the bid or offer of Customer or any of Customer's other Designated Customers or routed to any other execution venue.
- (C) Any API developed by or on behalf of Customer to Access the FXMarketSpace Platform must link directly to the FXMarketSpace Platform API on a pass-through basis.
- (D) Except as otherwise agreed by FXMarketSpace in writing, if Customer provides Designated Customers with GUI or API Access to the FXMarketSpace Platform pursuant to clause 4.1(A)(ii), Customer shall charge such Designated Customers only transaction-based (and not screen-based) fees with respect to Access to trading on the FXMarketSpace Platform, the Data, or the desktop through which Access is provided, and display Data only in accordance with the license in clause 4.2 of this Prime Broker Addendum.
- (E) If Customer is informed by FXMarketSpace that a Designated Customer is in material breach of the Customer Access Agreement between such Designated Customer and FXMarketSpace, Customer shall, upon the request of FXMarketSpace, terminate any Access to the FXMarketSpace Platform Customer provides to such Designated Customer.

4.2 Use of Data. FXMarketSpace grants to Customer a non-exclusive, revocable, non-transferable, non-sublicensable, limited, personal license, during the term of this PB Addendum, to provide Real-Time Market Data to Designated Customers for use only by the Authorised Traders of Customer's Designated Customers, solely in connection with the provision by Customer of Access to the FXMarketSpace Platform to such Designated Customers through Customer's proprietary GUI or API and solely for the purposes of enabling trading in Authorised Products by such Designated Customers through such proprietary GUI or API.

- (A) When distributing Data to its Authorised Customers through an API, Customer may only distribute Real-Time Market Data and such historical Data as may be necessary to update Real-Time Market Data as a result of a temporary outage or interruption in the transmission of Real-Time Market Data.
- (B) When distributing Data to its Designated Customers through a GUI, Customer may only (i) display Real-Time Market Data in a screen-based format, (ii) distribute Data in a screen-based format that shows the current market state, which format (A) may combine Real-Time Market Data with historical Data that is no more than 24 hours old in order to show short-term trends and/or (B) display the Data and pricing activity for the current day in charts, analytical tools and risk management tools and (iii) use such Data for testing purposes.
- (C) Customer may store Real-Time Market Data solely to the extent necessary to exercise its rights as detailed in this clause.
- (D) The licenses granted to Customer under this clause 4 shall not permit any other action by Customer with respect to the Data, including without limitation, storage of Data, charging a separate fee to its Designated Customers for Access to the Data, the distribution or redistribution of the Data other than through Customer's GUI or API to its Designated Customers or creation or distribution of derivative works from anything other than the Real-Time Market Data. Such actions may be permitted under additional licence agreements that Customer may enter into with Data Vendor.

4.3 Guarantee of Designated Customer Obligations. Customer agrees that it will be responsible for every Message that is sent to the FXMarketSpace Platform by or on behalf of, or from the Customer System of, each Designated Customer or that is otherwise a Message for which a Designated Customer is responsible under the FXMarketSpace Rules, the CME Rules and the Customer Access Agreement. Other than its obligations under this clause, the Customer shall not be liable for any breach by its Designated Customers of the FXMarketSpace Rules, the CME Rules and the Customer Access Agreement.

4.4 Fees. Customer shall pay all applicable Fees (including in respect of its Designated Customers) (other than any Fees which are being disputed in good faith), in accordance with such account debiting or other arrangements as FXMarketSpace shall establish promptly and in any event within thirty (30) days of the date of the invoice via wire transfer in Dollars in immediately available funds.

5. Additional Representations, Warranties and Covenants

Customer makes the following representations and warranties and covenants to FXMarketSpace:

- (A) Customer has duly completed and executed all applications, agreements and filings and taken all other steps necessary to act as an Authorised Prime Broker with respect to FXMarketSpace Products.
- (B) Customer represents and warrants that all information provided to FXMarketSpace in connection with its authorisation by FXMarketSpace to act as an Authorised Prime Broker with respect to FXMarketSpace Products or otherwise is accurate and complete in all material respects.
- (C) Customer covenants that it will perform all obligations as an Authorised Prime Broker with respect to FXMarketSpace Products.
- (D) Customer shall provide prompt notice to FXMarketSpace in the event that Customer is, or is to be, acquired by, or acquires or is merged with, or is to acquire or merge with any other Person.

6. Term and Termination

6.1 Term. The term of this PB Addendum shall commence on the Effective Date and shall remain in effect until the effective date of termination under this clause 6, provided that Customer's obligations under this PB Addendum shall remain in effect until all open positions of Customer have been liquidated, settled or transferred and all obligations of Customer under this PB Addendum have been fully performed.

6.2 Termination.

- (A) This PB Addendum shall automatically terminate effective upon any termination of the Customer Access Agreement.

- (B) This PB Addendum may be terminated:
- (i) subject to paragraph (ii), by either Party upon the failure of the other Party to cure its material breach of any provision of this PB Addendum within thirty (30) days following the receipt by such other Party of a notice of such material breach;
 - (ii) notwithstanding any other provision of the Customer Access Agreement, by either Party at any time on 90 days' prior written notice;
 - (iii) by Customer, upon notice effective immediately, if FXMarketSpace implements changes to the FXMarketSpace Platform that materially impair Customer's ability to Clear FXMarketSpace Products in accordance with the terms and conditions of the Customer Access Agreement.

6.3 Effect of Termination. Upon termination of this PB Addendum:

- (A) Subject to paragraph (B) below, the licenses granted under clause 4 shall immediately terminate and Customer shall cease any and all provision of Access to or use of the FXMarketSpace Platform, FXMarketSpace Services or Real-Time Market Data to Designated Customers, Authorised Traders of such Designated Customers, or any other Person.
- (B) In the event that this PB Addendum or Customer's license to Access the FXMarketSpace Platform in accordance with clause 4 is terminated, Customer shall nonetheless be entitled to continue providing its Designated Customers Access to the FXMarketSpace Platform and Real-Time Market Data as provided hereunder for a period of up to sixty (60) days in order to permit such Designated Customers to transition to another Authorised Prime Broker.
- (C) The restrictions on use of data in clause 4.2 and this clause 6.3 shall survive any termination of this PB Addendum.