

END USER AGREEMENT

Please read this End User Agreement (“Agreement”) carefully. This Agreement is a legal document that details your rights and obligations as a user of the T4 software, system, applications, websites, online services, and products (including the API for the T4 software and system) (collectively, the “System”) provided to you by Cunningham Trading Systems, LLC (“CTS”) and your participating financial institution (“PFI”). You cannot use the System until you have accepted the terms of this Agreement. CTS reserves the right to update or revise this Agreement from time to time and any changes will be effective immediately upon posting on the System or the Website. If you do not accept the terms of this Agreement or any changes proposed by CTS, your only remedy is to discontinue using the System. You agree that CTS and PFI may rely on your acceptance of this Agreement as if you had manually signed it. LICENSE. In addition, you should also read our Privacy Policy, Market Data Subscription Agreements, Uniform Subscriber Addendum and Market Profile Terms and Conditions on the Website which are incorporated into this Agreement.

1 LICENSE

1.1 License. Subject to the other terms and conditions set forth herein, CTS hereby grants to you a limited, non-exclusive, non-transferable, world-wide license to access and use the System (but not to access or use the source code relating to the System). You shall not (i) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, permit or otherwise attempt to derive any source code of the System; (ii) alter or copy, or direct a third party to alter or copy, any part of the System; or (iii) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the System to any third party.

1.2 End User Compliance. Your access to, and use of, the Website and the System are expressly subject to your compliance with the terms of (i) this Agreement, and (ii) any written guidelines or agreements for using the Website or System posted on the Website as amended from time to time (including the Website’s privacy policy, and all other “click-through” agreements, if any, collectively the “Operating Procedures”). In the event of any inconsistency between this Agreement and the Operating Procedures, this Agreement shall prevail. CTS shall have the right, at any time, to amend the provisions of the Operating Procedures by posting on the Website. Upon receiving written notification (including by CTS posting on the Website) of any restrictions on the System imposed by CTS or any embedded third-party software vendors, you agree to comply with any such restrictions.

2 USE OF THE SYSTEM

2.1 Your Access. You will be instructed by your PFI on how to access the System and will be assigned a separate user name and Password. You agree to keep confidential any Passwords used to access the Website and System. You acknowledge that CTS and the PFI may accept as valid any information transmitted with a valid user name and Password and shall not have any duty to verify the information. CTS will not be responsible to determine whether any information transmitted was authorized by you or a PFI; or whether there has been an alteration or corruption of the information transmitted to, or from, the System. In the context of the preceding sentences, “information” shall include all bids, offers, orders, commands and any other data or information submitted to the System. You agree to promptly notify CTS and your PFI as soon as you become aware of any unauthorized use or misuse of the System or the Passwords.

2.2 Suspension or Limitation. Notwithstanding any other provision of this Agreement, you acknowledge that CTS or your PFI shall have the right to restrict your access to or to impose limits or suspend your use of or access to the System or Website.

2.3 Conditions of Use. When using the System, you shall: (i) provide, at your sole cost and expense, all services, hardware, software, and other technology (including Internet access service) necessary to access the System (“Access Systems”) and you shall be solely responsible for installing, maintaining, securing and supporting all such technology; (ii) promptly report to CTS any errors or irregularities in the performance of the System and, if the System fails to function in accordance with corresponding specifications, you shall provide: (a) copies of any and all programs, reports, data files, and other materials reasonably requested by CTS; (b) support sufficient for CTS to duplicate such failure; and (c) sufficient test time within which CTS shall use its commercially reasonable efforts to correct such failure; (iii) perform your obligations hereunder and ensure that your use of the System shall comply with any and all applicable laws, rules, and regulations; and (iv) assume full responsibility for all risk associated with your use of the System, including, but not limited to, risk associated with your investment decisions as well as any financial obligations arising with respect to third parties resulting from your use of the System.

2.4 Availability. While CTS’ objective is to make the System available on a 24x7 basis (except for reasonable scheduled downtime during non-trading hours), CTS shall not be responsible for any damages or costs incurred by you for any unavailability or downtime of the System. CTS may make the System, or portions thereof, unavailable from time to time for any reason including, without limitation, routine maintenance.

2.5 Access to Data. If, in providing the System, CTS or any of its subcontractors or other third-party service providers (collectively “CTS Providers”) requires access to any of your data, you hereby grant to such CTS Providers a limited, non-exclusive, world-wide, royalty-free license to access, use, display, copy, store, translate, edit, and distribute any or all of your data across multiple computer systems, solely for the purposes of operating, maintaining, and delivering the System and providing support services to you.

2.6 Risk of Transactions. CTS is not responsible for transmission errors, corruption, or compromise of data carried over local or interchange telecommunications carriers. You agree that (i) CTS shall not directly or indirectly, be a principal to any transaction or be responsible for, or otherwise guarantee, the performance of any transaction entered via the System, (ii) no CTS Party shall have any liability to you or any other party for any transaction executed via the System and you shall not proceed against any CTS Party to collect or recover any amounts owed to you or to enforce any of your rights in connection with, or as a result of, such transaction; (iii) no service provided by CTS in connection with the System, or otherwise shall give rise to any fiduciary or equitable duties on the part of a CTS Party; (iv) the submitting or posting of any information to or on the System by CTS, or any other party shall not be deemed to be a recommendation by any such person that you should enter into any particular transaction or that any particular transaction is suitable or appropriate for you.

2.7 Specifications for Access. CTS shall provide specifications, which may be updated, modified or amended from time to time (“Specifications”) for Access Systems that CTS requires be used to access and use the System. CTS shall not be responsible for the performance of the System if your Access Systems are not in conformance with the Specifications.

2.8 Control of System. You acknowledge that CTS shall have sole discretion and control over, and the right to modify at any time, the System’s functionality, configuration, appearance and content, including without limitation: (i) the parameters and protocols by which orders are placed, routed, matched, or otherwise processed by the System; and (ii) the availability of the System at any particular places, times or locations.

2.9 Auto-Liquidation. If your PFI has enabled auto-liquidation for your accounts, you acknowledge and agree that trading will be subject to auto-liquidation, without notice, at CTS’s sole discretion, as described in your agreement with your PFI. You acknowledge and agree that CTS shall not be liable for any trading losses or any similar claim relating to auto-liquidation. You further acknowledge and agree that auto-liquidation does not offer price certainty for existing positions, nor does it create a “floor” or “limit” on potential trading losses. When possible, CTS recommends that you submit orders to exit open positions. You acknowledge and agree that you will not rely upon auto-liquidation to exit positions.

3 PROPRIETARY RIGHTS

3.1 CTS Property. “CTS Property” includes, but is not limited to, the System, all materials associated therewith, and any other content, products, documentation, software, materials, or other technology related to the System including, but not limited to, any and all modifications, enhancements, updates, and configurations, whether written, printed, electronic, or in source code or any other format, and any patent, copyright, trade secret, trademark, service mark, or other intellectual property rights in any of the foregoing.

3.2 Ownership. CTS retains all right, title, and interest in and to the CTS Property. CTS grants only those rights and licenses expressly provided for herein and does not thereby transfer any title or ownership interest to the CTS Property or any modifications, enhancements, or derivative works thereof. You shall not interfere with or otherwise challenge CTS’ rights in the CTS Property or remove or alter, or cause or allow to be removed or altered, any notice, symbol, or legend or any trademark, copyright notice, or other proprietary rights appearing in or on any of the CTS Property. You hereby assign to CTS all rights it may have in any and all suggestions, concepts, improvements, or other enhancements communicated by you to CTS with respect to the System.

4 CONFIDENTIALITY

4.1 Each party shall at all times, both during the term hereof and for a period of at least three (3) years after termination, keep in confidence all Confidential Information (as defined below) received by one party from the other using a standard of care such party uses with its own information of this nature, but in no event less than reasonable care. The receiving party shall not use any Confidential Information other than in the course of its permitted activities hereunder. If a party is legally compelled to disclose any of the other party’s Confidential Information, then, prior to such disclosure, the receiving party will (i) assert the privileged and confidential nature of the Confidential Information and (ii) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, the receiving party shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

4.2 “Confidential Information” shall mean the terms of this Agreement, computer software systems and programs, data, operation techniques and methodology, ideas, concepts and documents and business plans, marketing plans, affiliated parties, potential clients, client and supplier lists, trading strategies, pricing information, financial data and all information a party discloses to the other during the course of this Agreement which (i) has been characterized in writing as confidential at the time of its disclosure, (ii) has been orally characterized as confidential at the time of disclosure, or (iii) ought reasonably be considered by the receiving party to be confidential given the circumstances of the disclosure, except for information which the receiving party can demonstrate: (a) is previously rightfully known to the receiving party without restriction on disclosure; (b) is or becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or public domain; (c) is disclosed to the receiving party by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving party without access to the Confidential Information.

4.3 Notwithstanding the above, you agree to maintain the confidentiality of all “trade secrets” of CTS forever, unless written consent otherwise is received by you. “Trade Secret” information covered by this restriction shall include, but shall not be limited to, any and all information related to the System and documentation, the fact that you have entered into this Agreement with CTS, and the existence of the System. All terms and conditions with respect to Confidential Information shall pertain to “trade secrets” except that the obligation of non-disclosure shall be perpetual with respect to “trade secrets.”

5 OWNERSHIP AND USE OF DATA

5.1 The parties acknowledge and agree that, as between you and CTS, all information and data collected, processed or generated as a result of your use of the System, including all personally identifiable information related to an individual (collectively, “User Data”), shall be owned by you. CTS shall treat all User Data as your Confidential Information. CTS shall be entitled to maintain back-up databases of User Data, but shall only use such User Data as necessary to fulfill its obligations under this Agreement, the Privacy Policy or as set forth in Exhibit A. Upon written request by you and payment of a nominal fee to cover CTS’s administrative costs, CTS will provide you a copy of your raw User Data as it exists on CTS’s databases on a compact disk or other mutually agreed to media format. CTS makes no representation or covenant respecting your PFI’s access to or use of User Data. Such access and use may be governed by your agreement(s) with your PFI.

6 WARRANTY; DISCLAIMERS

6.1 You. If you are a natural person, you represent and warrant that you are at least 18 years of age and competent to enter into this Agreement. If you are not a natural person, you represent and warrant that you are duly organized and competent to do business under the applicable laws of the relevant jurisdiction, and you (and each person using the System on your behalf) is duly authorized to enter into this Agreement and take all actions contemplated hereby.

6.2 CTS. CTS warrants that the System shall perform in all material respects in accordance with the then-current documentation provided by CTS. CTS’s sole responsibility, and your sole remedy, under this warranty with respect to any material defects in the System shall be CTS’ use of commercially reasonable efforts to correct the defect within a reasonable period of time. CTS shall have no responsibility for, and this warranty shall be voided in the event of: (i) errors or defects caused by you or your PFI’s neglect, misuse, or damage to the System; (ii) use of the System with any technology or data not in accordance with the CTS’s specifications; (iii) use of data input forms not provided by or approved by CTS; or (iv) any loss of data or use of the System as a result of any breach of security of the technology used by you or your PFI in connection with the System. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SYSTEM (INCLUDING THE WEBSITE) AND ANY CONTENT PROVIDED THEREIN IS PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. CTS DOES NOT WARRANT THAT: (A) THE SYSTEM SHALL SATISFY YOUR REQUIREMENTS; (B) IS WITHOUT DEFECT OR ERROR; OR (C) SHALL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER. CTS does not and cannot control the flow of data to or from CTS’ network, its service provider’s network, or other portions of the Internet.

Accordingly, CTS cannot guarantee that your connection to the Internet will not be impaired or disrupted, and CTS hereby disclaims any and all liability resulting from or related to such events. Without limiting the generality of the foregoing, CTS makes no warranty that the transactions communicated via the System will be executed or completed or that information posted on the System will be timely or accurate.

7 DATAFEEDS

7.1 Datafeeds. In conjunction with the System, CTS may provide access to certain third party datafeeds (each, including the data and content in same, a “Datafeed”). Except as expressly set forth herein, the terms and conditions governing any such Datafeeds shall be as required by the applicable third party provider’s (including their affiliates or their licensors, as applicable) (each a “Third Party Data Provider”) data policies and agreements, as may be updated from time to time by the applicable Third Party Data Provider (the “Data Policies”) (for example, certain of Chicago Mercantile Exchange Inc.’s data policies are described on www.cmegroup.com). If there is a conflict between a provision of this Agreement and any provision of the Data Policies, then solely with respect to the Datafeed subject to such Data Policy, the applicable Data Policy will control. With regard to the Datafeeds:

7.1.1 Editorial Content. Each Third Party Data Provider has complete editorial freedom with regard to the form and content of its respective Datafeed and may alter, add to or delete the same from time to time. CTS will use commercially reasonable efforts to pass through any advance notice of such changes to you.

7.1.2 Obligations Regarding Datafeeds. You shall comply with the applicable rights and restrictions pertaining to each Datafeed and shall be fully responsible and liable for your acts with respect to, and use of, such Datafeed.

7.1.3 Ownership. The third party Datafeed provider, their affiliates or any of their licensors, as applicable (each a “Third Party Data Provider” and collectively, the “Third Party Data Providers”), shall retain all right, title and interest in and to the Datafeeds, and no proprietary rights shall be transferred to you regarding same. You agree that misappropriation or misuse of a Datafeed shall cause serious damage to the applicable Third Party Data Provider, and in such event money damages may not constitute sufficient compensation to the Third Party Data Provider; consequently, you agree that in the event of any misappropriation or misuse, the applicable Third Party Data Provider shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which such Third Party Data Provider may be entitled.

7.1.4 Legal Compliance. You shall (i) not use or permit anyone to use the Datafeed or any information or software provided through the Datafeed for any unauthorized or unlawful purpose; and (ii) shall comply with all applicable regulations, conditions or restrictions laid down from time to time by any statute, court order, telecommunications provider and/or regulatory authority in connection with access to, use, storage and transmission of the Datafeed or any information or software provided therein.

7.1.5 No Reuse or Redistribution. You shall not, and shall not authorize or permit anyone else to furnish any information or software provided via a Datafeed (including any derivative works based on or using such information or software) to any person or firm for reuse, redistribution or retransmission or any kind without the prior written approval of appropriate Third Party Data Provider. You may not, and shall not permit any third party to, transfer, sell, resell, lease, rent, sublicense, adapt, modify or store for subsequent use the Datafeeds for any such purpose, in whole or in part, in any form or manner or by any means whatsoever, without the applicable Third Party Data Provider’s prior written approval. In addition, you shall not use any Datafeed separately from the System.

7.1.6 Audit. CTS or a Third Party Data Provider may, on reasonable advance written notice, inspect all equipment and records relating to the use, distribution, and control of the Datafeed and all information or software provided via the Datafeed, in order to verify compliance with your obligations under this Agreement. Audits may be carried out without advance notice if CTS or a Third Party Data Provider has reason to suspect material breach of this Agreement by you. Visits to your location(s) may take place within normal business hours during the term of this Agreement and for a period of two (2) years thereafter. CTS and the Third Party Data Provider shall treat all information obtained in the audit confidentially and use it only for the purpose of verifying compliance with this Agreement.

7.1.7 **DISCLAIMER FOR DATAFEEDS.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CTS AND THE THIRD PARTY DATA PROVIDERS PROVIDE THE DATAFEEDS “AS IS”, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND YOUR USE OF THE DATAFEEDS IS AT YOUR OWN RISK. WITHOUT LIMITING THE FOREGOING, CTS AND THE THIRD PARTY DATA PROVIDERS DO NOT WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, ADEQUACY, TITLE, NON INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE DATAFEEDS. CTS AND THE THIRD PARTY DATA PROVIDERS (EITHER INDIVIDUALLY OR COLLECTIVELY) SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES SUFFERED OR INCURRED WITH RESPECT TO ANY ACTUAL OR ALLEGED INACCURACY, UNTIMELINESS, INCOMPLETENESS, INADEQUACY, LACK OF TITLE, INFRINGEMENT, UNFITNESS, UNMERCHANTABILITY OR UNAVAILABILITY OF THE DATAFEEDS HOWEVER THEY MAY ARISE. YOU ACCEPT FULL RESPONSIBILITY FOR YOUR USE AND THE USEFULNESS OF THE INFORMATION AND SOFTWARE INCORPORATED INTO THE DATAFEEDS.

7.1.8 **LIMITATION OF LIABILITY FOR DATAFEEDS.** IN NO EVENT SHALL CTS OR ANY THIRD PARTY DATA PROVIDER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF CTS OR A THIRD PARTY DATA PROVIDER IN CONNECTION WITH THE DATAFEEDS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE FEES PAID BY YOU TO CTS FOR SUCH DATAFEED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION FIRST OCCURRED.

7.2 **Termination of Datafeeds.** You acknowledge and agree that CTS’s rights to distribute, and your rights to access, a particular Datafeed depend CTS’s license with the applicable Third Party Data Provider. Access to a Datafeed is subject to suspension or termination (as applicable) if: (i) CTS’s license to grant you access to such Datafeed is suspended, terminates or expires, (ii) CTS has reason to suspect your noncompliance with this Agreement or the applicable Datafeed’s Data Policy, or (iii) a Third Party Data Provider provides direction to CTS to suspend or cease distribution of a Datafeed for any reason. Any such termination shall be without liability for any damage, loss, or expenses of any kind that you incur or suffer arising from or incident to any such termination.

7.3 **Additional Terms.** Additional disclosures, obligations and disclaimers pertaining to specific Third Party Data Providers will be provided to you as applicable or can be found on the Website.

8 TERMINATION

8.1 **Termination.** CTS may terminate this Agreement and your access to the System at any time, for cause or for no cause, with or without written (including electronic) notice. You may terminate this Agreement at any time by discontinuing your use of the System and deleting or destroying all copies of software or other components of the System provided hereunder that are on your Access Systems.

8.2 **Your Responsibilities Upon Termination.** Upon termination or expiration of this Agreement, you shall cease using the System and promptly delete or destroy all copies of software or other components of the System provided hereunder that are on your Access Systems. You shall also return all documentation and all related materials to CTS (or destroy all copies thereof) within fourteen (14) days following the date of termination.

9 LIMITATION OF LIABILITY

9.1 EXCEPT FOR CTS'S INDEMNIFICATION OBLIGATIONS IN SECTION 10.2, IN NO EVENT WILL CTS OR ANY CTS PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF PROFITS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

FURTHER, CTS AND EACH CTS PARTY SHALL HAVE NO LIABILITY WHATSOEVER TO YOU FOR ANY AND ALL CLAIMS REGARDING THIS AGREEMENT, USE OF OR INABILITY TO USE THE SYSTEM, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED EXCEPT IN THE EVENT OF CTS' GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT. IN JURISDICTIONS WHICH RESTRICT LIMITATION OF LIABILITY PROVISIONS, THE LIABILITY OF CTS AND THE CTS PARTIES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

9.2 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CTS IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF INFORMATION, DATA, CONTENT OR OTHER MATERIAL IMPORTED INTO THE SYSTEM THAT HAS BEEN PROVIDED BY YOU OR A THIRD PARTY, NOR IS CTS RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF ANY INFORMATION, DATA, CONTENT OR OTHER MATERIAL FOUND ON ANY THIRD PARTY WEB SITES TO WHICH THE SYSTEM MIGHT LINK.

10 INDEMNIFICATION

10.1 You. You agree to defend, hold harmless and indemnify CTS and any CTS Party from and against any claim, suit, or proceeding brought by a third party against CTS or any CTS Party to the extent that it is based on a claim arising, directly or indirectly, out of your use of the System (a "Covered Proceeding") except for claims for which CTS has an indemnity obligation in Section 10.2 below, and you shall pay all costs incurred by and damages (including reasonable attorneys' fees and disbursements) awarded against CTS or a CTS Party arising out of such Covered Proceedings. CTS shall reasonably cooperate with you regarding the defense of any Covered Proceedings or threatened Covered Proceedings. CTS reserves the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not defend, hold harmless or indemnify CTS for any actions brought against CTS that arise out of the gross negligence, fraud or willful misconduct of CTS.

10.2 CTS. CTS agrees to defend or settle (at CTS' expense and in CTS' sole discretion) any claim, suit or proceeding brought by a third party against you to the extent that it is based on a claim that the System infringes any copyright, patent, registered trademark, or other intellectual property right or constitutes a misappropriation of a trade secret. Such indemnity, however, is specifically exclusive of any such claims which arise or result from (i) your misuse of the System; (ii) alteration of the System by you; (iii) your use of the System in combination with apparatus, hardware, software or services not provided, authorized or furnished by CTS (including any use or combination of the System via the API); and (iv) your use of the System in a manner that violates applicable law or regulation of any governmental authority or self-regulatory agency or authority, this Agreement, the Operating Procedures or in a manner for which the System was neither designed or contemplated. You shall promptly notify CTS in writing of any claim, suit or proceeding that CTS may have obligations with respect to under this Section 10.2. You shall cooperate with CTS at CTS' expense regarding the defense of any suit or threatened suit. CTS shall have full control of any such claim, proceeding or suit and the authority to settle or otherwise dispose of any such suit or threatened suit, and to appeal any adverse judgment which may be entered. CTS shall not be responsible for any compromise or settlement made without its consent. Upon written notice of a claim that the System is infringing a third party's intellectual property rights, CTS may, but is not obligated to (i) modify or replace the System to make it non-infringing; (ii) procure any rights from any third party necessary to offer the System; or (iii) terminate providing the System, in each case in full satisfaction of its obligations pursuant to this Section 10.2. The foregoing states CTS' complete obligation and your sole and exclusive remedy for infringement claims arising under or related to this Agreement.

11 DEFINITIONS

11.1 "CTS Party" shall mean CTS and its affiliates, managers, members, employees, officers, directors, contractors, representatives, consultants and agents.

11.2 "Passwords" shall mean the access identification codes and passwords provided by CTS to PFI for their use or for use by their clients, including, without limitation, all security identification codes and passwords provided by CTS to PFI for use by You.

11.3 "Website" shall mean the Internet website through which you access the System, including but not, all web documents (including images, php and html files) made available via the domain <http://www.ctsfutures.com>, or sub domains or domains with identical names under other top domains and owned by CTS.

12 MISCELLANEOUS

12.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom.

12.2 This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, legal representatives and assigns. Notwithstanding the foregoing, you shall not assign your rights or obligations hereunder without the prior written consent of CTS.

12.3 Your PFI is a third-party beneficiary to the applicable sections of this Agreement.

12.4 This Agreement and performance hereunder shall be governed in accordance with the laws of the State of Illinois, without regard to its principles or rules regarding choice of law. No action involving this Agreement may be brought except in the 18th Judicial Circuit Court of DuPage County, Illinois.

12.5 If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

12.6 A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

12.7 The provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.

12.8 Neither party shall be in default or be liable for any delay, failure in performance or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

12.9 The relationship between CTS and you is that of independent contractors and neither you nor your agents shall have any authority to bind CTS in any way.

12.10 You agree to us using the contact details provided by you to contact you directly, from time to time, in relation to your use of the **System** or any other products or services offered by us.

12.11 Any notices required to be sent to CTS under this Agreement shall be in writing and sent to CTS at the following address:

2 Pierce Place, Suite 200
Itasca, IL 60174

All notices shall be deemed given when received in the case of personal delivery or delivery by first-class registered or certified mail or overnight courier that produces written evidence of delivery.

EXHIBIT A
DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) amends the Agreement between CTS, Customer and your PFI, if applicable, and sets out the obligations of the parties with respect to the Processing of Customer Personal Data in connection with the Agreement. Unless otherwise defined herein, any capitalized terms shall have the meanings given to them in the Agreement.

1. DEFINED TERMS. The following terms shall have the following meanings in this DPA:

- 1.1. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. “**Agreement**” means collectively the underlying agreement(s) between CTS and Customer relating to your access and use of the System that references and incorporates this DPA.
- 1.3. “**Applicable Data Protection Law**” means data privacy and cybersecurity laws to the extent applicable to the relevant party’s Processing of Customer Personal Data.
- 1.4. “**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to Applicable Data Protection Law, and (b) is permitted to access and use the Services pursuant to the Agreement between Customer and CTS, but has not signed its own Agreement with CTS and is, therefore, not a “Customer” as defined under this DPA.
- 1.5. “**Authorized User**” means any of Customer’s client(s) and/or PFI which (a) is subject to Applicable Data Protection Law, and (b) is permitted to access and use the Services pursuant to the Agreement between Customer and CTS, but has not signed its own Agreement with CTS and is, therefore, not a “Customer” as defined under this DPA.
- 1.6. “**Customer**” means the legal entity which has directly entered into the Agreement to access and use the System with CTS or its Affiliates.
- 1.7. “**Customer Personal Data**” means the Personal Data that Customer or its Authorized Affiliate or its Authorized User provides under the Agreement for CTS to Process on behalf of Customer in connection with the Services. Customer Personal Data does not include information that is (i) deidentified, anonymized, aggregated, publicly available information, or business contact data (unless the Applicable Data Protection Law otherwise considers such information as Personal Data), (ii) Usage Statistics; or (iii) any information that the Applicable Data Protection Law specifically states does not constitute Personal Data.
- 1.8. “**Services**” means a subscription for and/or an end user access to the System pursuant to the Agreement.
- 1.9. “**Standard Contractual Clauses**” means those model clauses approved pursuant to Applicable Data Protection Law that legitimizes the transfer of Personal Data across borders, including but not limited to the Standard Contractual Clauses approved by the European Commission and the UK Addendum.
- 1.10. “**Subprocessor**” means a subcontractor providing Services where such subcontractor Processes Customer Personal Data.

- 1.11. “CTS” means the named CTS entity that has entered into the Agreement for Services with Customer;
- 1.12. “Usage Statistics” means information that is generated by or on behalf of CTS and that is derived by or through the use of the System and/or Services.
- 1.13. “Controller” also referred to as “Business”, “Processor” also referred to as “Service Provider”, “Data Subject” also referred to as “Consumer”, “Personal Data” also referred to as “Personal Information”, “Process” or “Processing”, and “Sell” or “Selling” (or any of their analogous terms) shall all have the meanings set out in the relevant Applicable Data Protection Law.

2. PROCESSING OF CUSTOMER PERSONAL DATA AND PARTIES’ OBLIGATIONS

- 2.1. **Compliance with Laws.** Each party agrees to comply with its own obligations under Applicable Data Protection Laws.
- 2.2. **Parties’ Obligations.** With respect to the Processing of Customer Personal Data in connection with the Services, the parties agree that:
 - 2.2.1. Customer and or their PFI are the Controller of Customer Personal Data and, consequently, CTS is a Processor thereof;
 - 2.2.2. Each party will (i) inform the other if, in its reasonable opinion, an instruction infringes on its own obligations under Applicable Data Protection Law or other laws and (ii) upon reasonable request, provide assistance required under Applicable Data Protection Law with respect to data protection impact assessments, consulting with relevant data protection authorities, and/or making available relevant information necessary to demonstrate compliance with Applicable Data Protection Law;
 - 2.2.3. Without limiting Section 2.1, Customer and/or their PFI represents and warrants that they have obtained all consents for and rights to, and has provided all necessary notices to Data Subjects with respect to, the Customer Personal Data as required for the same to be Processed as contemplated by the Agreement; and
 - 2.2.4. Except as required under Applicable Data Protection Law, Customer and/or their PFI acknowledges and agrees that CTS is under no duty to independently collect consent from or provide notice to any Data Subjects or to investigate the completeness, accuracy, or sufficiency of any specific Customer and/or their PFI instruction or Customer Personal Data.

3. OBLIGATIONS OF CTS. CTS will take steps to ensure that:

- 3.1. **Limitations on Processing.** It only Processes the Customer Personal Data hereunder in alignment with Customer’s and/or their PFI instructions, including those set forth in the Agreement;
- 3.2. **Personnel.** Its personnel (including staff, agents, and Subprocessors) who handle Customer Personal Data are subject to a duty of confidentiality;
- 3.3. **Security.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons CTS will maintain and implement appropriate technical and organisational measures designed to protect Customer Personal Data against unauthorized destruction, loss, alteration, disclosure

thereof, or access thereto;

- 3.4. **Access Requests.** It will provide reasonable cooperation to Customer or a Data Subject to fulfil a Data Subject's request to access, correct, delete, or cease processing of data. To the extent CTS receives a request, correspondence, enquiry, or complaint from a regulator that directly relates to Customer Personal Data, then (to the extent permissible) it will promptly refer the same to Customer for handling;
 - 3.5. **Breach Notification.** It will report a breach of security, including that, to the extent known, it shall provide relevant information and reasonable cooperation so that Customer can fulfil its own obligations as Controller. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users;
 - 3.6. **Deletion and Retention.** Upon request, it will delete the Customer Personal Data in its (or its Subprocessors') possession, except to the extent that CTS is required to retain such data by law or its data retention policies (in which case CTS shall isolate and protect such Customer Personal Data from further active Processing except to the extent required by law);
 - 3.7. **Subprocessors.** It will in notices provided from time to time; impose written data protection terms on any Subprocessor that are no less restrictive than the terms of this DPA; remain primarily liable for an acts or omissions of its Subprocessor in the same manner as for its own acts or omissions under the Agreement;
 - 3.7.1. **Objection.** It will provide Customer the opportunity to reasonably object within 10 days of notice of the appointment or replacement of a Subprocessor, in which case and to the extent reasonable, CTS will either give Customer an opportunity to pay for the Service without use of the objectionable Subprocessor or terminate, subject to the terms of the Agreement, the specific Service(s) affected by the Subprocessor at issue;
 - 3.8. **Audits.** It will allow for and contribute to audits conducted by Customer or an external auditor selected by Customer. At Customer's expense and to the extent a more extensive audit is granted by CTS, then the parties agree to negotiate, in good faith, a statement of work that outlines the scope and time frames of the audit.
4. **DATA TRANSFERS.** Customer and/or their PFI (or their agents) or CTS will only transfer (including any onward transfers) Customer Personal Data as permitted by Applicable Data Protection Law. If Applicable Data Protection Law requires the participation of CTS to legitimize the transfer, such as the execution of Standard Contractual Clauses, then Customer shall notify CTS and the parties will cooperate in good faith to implement the required transfer mechanism. If Customer and/or their PFI becomes aware of any data localization laws that require CTS, as a Processor to Customer and/or their PFI, to keep a primary or the sole copy of the Customer Personal Data in a certain country, Customer and/or their PFI shall notify CTS and the parties shall cooperate in good faith to determine how to appropriately comply with such requirements.
5. **GENERAL.** All other terms and conditions of the Agreement remain in full force and effect. In the event of any inconsistencies between this DPA and the Agreement, this DPA shall prevail as it relates to the Processing of Customer Personal Data only.