

Eris Data Agreement

**Eris Exchange, LLC 227 W. Monroe
St, Suite 2070
Chicago, IL 60606 (“Eris Exchange”)**

Date

Customer Name

Address

Distributor

Dear Distributor:

Whereas, Eris Exchange and Distributor would like to enter into this Eris Exchange Data Agreement (“Agreement”) with respect to Eris Exchange Information (defined below) using the same terms and conditions set forth in the MDLA (defined below) except for those provisions expressly excluded or modified as specified herein;

Whereas, Chicago Mercantile Exchange Inc. (“CME”) is the exclusive licensing agent of Eris Exchange with respect to Eris Exchange Information (as more particularly defined in Schedule 1 hereto);

Whereas, [Distributor and CME entered into the Market Data License Agreement dated [insert date] [CME has presented Distributor with the CME Market Data License Agreement, which may be found at www.cmegroup.com] (the “MDLA”);

Therefore, in consideration of the promises and covenants described below, the Eris Exchange and Distributor hereby agree as follows:

1. Unless expressly defined herein, capitalized terms shall have the meanings ascribed to them in the MDLA.
2. The terms and conditions of the MDLA (including, without limitation, the Schedules thereto) are hereby incorporated by reference into this Agreement as modified for purposes of this Agreement as set forth below and notwithstanding anything to the contrary in the MDLA, and Eris Exchange and Distributor agree to be bound hereby:
 - (a) All references in the MDLA to “CME” shall be replaced with “Eris Exchange” and be given the meaning ascribed thereto in this Agreement;

- (b) All references in the MDLA to “CME Globex Platform” shall be replaced with Eris Exchange’s proprietary “Swapbook Platform” which shall mean the electronic trading platform operated by the Eris Exchange;
- (c) The definition in the MDLA for “Globex Information” shall mean all current bid and ask prices pertaining to contracts and options on contracts traded on or through the Swapbook Platform;
- (d) The legend referred to in Section 5.5(a) of the MDLA shall be replaced with the following: “The market data is the property of Eris Exchange LLC and its licensors. All rights reserved.”;
- (e) Distributor shall remit to CME all payments and reports due to Eris Exchange in accordance with the terms and conditions of Section 7 of the MDLA;
- (f) Each party provides its consent in accordance with Section 10.1 of the MDLA to the disclosure of their respective Confidential Information to and use by CME;
- (g) Whenever a party provides notice pursuant to Section 13.4 of the MDLA, such party shall also provide a copy of such notice to CME at the address set forth below;

Chicago Mercantile Exchange Inc. 20 South Wacker Drive
Chicago, Illinois 60606 Attention: Legal Department

- (h) Schedules 1, 2, 3 and 5 of the MDLA shall be replaced with the “Eris Schedule 1”, “Eris Schedule 2”, “Eris Schedule 3” and “Eris Schedule 5” attached hereto and incorporated herein by reference, respectively;
- (i) The reference to the “CME’s Privacy Statement, which may be found at www.cmegroup.com in Schedule 4 shall be replaced with and refer to the Eris Exchange Privacy Statement found at www.erisfutures.com.
- (j) Distributor acknowledges and agrees that historical information with respect to Eris’s Information is not available as of the Effective Date. Therefore, Section 11 of Schedule 4 of the MDLA shall not apply for this Agreement until such time as historical information with respect to Eris’s Information is available and licensed to Distributor under this Agreement pursuant to a written modification executed by the parties in compliance with Section 12 of the MDLA;
- (k) Schedule 6 of the MDLA shall not apply;
- (l) Eris Exchange and Distributor agree that their sole recourse regarding the performance of their respective obligations under this Agreement (including, without limitation, the terms and conditions of the MDLA as incorporated herein by reference) shall be solely and exclusively between Eris Exchange and Distributor. Eris Exchange and Distributor agree that while CME is a third party beneficiary under this Agreement entitled to enforce its terms on behalf of Eris Exchange, CME and its affiliates are not parties hereto or obligated or bound hereby; and

- (m) Eris Exchange and Distributor agree that nothing in this Agreement provides any rights or remedies against CME or any of its affiliates or creates any obligation on CME or its affiliates, and that CME and its affiliates EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE AND SHALL HAVE NO LIABILITY, INCLUDING WITHOUT LIMITATION, TO DISTRIBUTOR, ERIS EXCHANGE OR ANY OF THEIR RESPECTIVE AFFILIATES under this Agreement.
- (n) In the event of a conflict between the provisions of this Agreement and the provisions in the MDLA, this Agreement shall govern.
3. If CME's agency relationship with Eris Exchange terminates, then this Agreement shall also terminate on the same date without requiring prior notice to Distributor. Upon the termination of this Agreement, all rights granted herein shall revert to Eris Exchange, provided, however, such termination shall not relieve Distributor of any payment or other obligations which have accrued prior to such termination. All such payments and other obligations shall survive until fulfilled by Distributor.
4. Nothing in this Agreement shall affect any agreement that CME has with either Eris Exchange or Distributor, including the CME MDLA. For the avoidance of doubt, this Agreement is intended to create a separate agreement between Eris and Distributor, and is not intended in any way to modify the MDLA between CME and Distributor.

If you agree to the terms and conditions set forth in this Agreement, please sign in the space provided below and return this letter to me.

Best regards,

ERIS EXCHANGE, LLC

By:

Title:

Acknowledged and agreed to by DISTRIBUTOR

By:

Signature:

Title:

Date:

Eris Schedule 1: Information

The following data set is Information licensable under this Market Data License Agreement:

For purposes of this Agreement, Eris Information shall be classified as Information and, except as otherwise expressly provided in this Agreement, the terms and conditions of the MDLA that apply to Information shall apply to Eris Information.

Eris Exchange Interest Rate Swap Futures

Eris Schedule 2 –Distributor Profile

Company Information

Company Name:

Primary Address:

(Include country)

Phone:

Fax:

Website:

Distributor Contacts*

Role	Name	Title	Phone	Email
Primary				
Contract				
Reporting				
Billing				
Notices				

*Each contact can have multiple roles. If so, please specify “same as above”

Distributor’s Source of Licensed Eris Exchange Information

Method of Access	
	Direct from Eris Exchange
	Direct from CME Market Data Platform (MDP)
	Indirect through a Licensed Vendor/Sub-Vendor
Vendor/Sub-vendor Information	
Company Name	
Contact Name	
Contact Phone	
Contact Email	

Data Use (Internal)

By selecting this box, Distributor asserts that it qualifies as a “Non-Distributing Recipient” for purposes of this Agreement and Schedules. Items identified on this Schedule 2 signify internal use by Distributor’s Group only:

Controlled Device/Application (select all that apply)

Real Time: Locked

Real Time: Downloadable

Real Time: Wallboard

Licenses (if applicable)

Category A: Non-Display - Automated Trading System (ATS)

Category A: User Non-Display - ATS

Category B: Internal Order Processing

Category C: Other Internal Non-Display

For more information and details on Additional License, please refer to Schedule 4, Section 6 of the incorporated CME MDLA.

Data Use (Internal)

If you have identified your firm as a “Non-Distributing Recipient” in the section above, or if you don’t offer any of the services listed below, please select this box ☐ for Not Applicable (N/A) and skip this section.

Controlled Device/Application (select all that apply)

Real Time: Locked

Real Time: Downloadable

Real Time: Wallboard

Site Access (select one or both)

Sub-vendor Access

Subscriber Site Access

For more information and details on Sub-Vendor Access License, please refer to Schedule 4, Section 6 of the incorporated CME MDLA.

For more information and details on Site Access, please refer to Schedule 4, Section 6 of the incorporated CME MDLA.

Public Web Sites (select all that apply, if applicable)

URL:

Direct: Real Time

Direct: Delayed

Direct: Settlements

For more information and details on Public Web Sites-Direct License, please refer to Schedule 4, Section 4 of the incorporated CME MDLA.

Eris Historical Redistribution License (if applicable)

Historical Distribution

Eris Schedule 3: Distributor's Group Members

A) Affiliated Companies

Name	Registered Address	Distributor's Group Holding (%)
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B) Service Facilitators approved by Eris Exchange

(Data feed supplier should be listed on the Schedule 2 - Distributor's Group Profile)

Name	Registered Address	Function/relationship with Distributor
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Eris Schedule 5: Fees

I	License Fee¹	Real Time	Delayed	Settlements
	Data Distribution License (Direct or Indirect)	Waived	N/A	N/A
	Intellectual Property Creation License (Derived Data)	Contact Ex-change	N/A	N/A
	Internal Non-Display License	Waived	N/A	N/A
II	Historical Redistribution	Transactional		Settlements
	Historical Redistribution	Waived	N/A	N/A
III	Monthly User/Device Fees^{2,3}	Real Time	Delayed	Settlements
	Locked Device	Waived	N/A	N/A
	Downloadable Device	Waived	N/A	N/A
IV	Monthly Fees (other)⁴	Real Time	Delayed	Settlements
	Subscriber Data Feed	Waived	N/A	N/A
	Wallboard Feed	Waived	N/A	N/A

Notes:

1. Payable per Distributor. Prorated based on start date of service to end of first calendar year; fee is payable on January 31 each year or on effective date of contract for new Distributors. License fees applicable per exchange for real time and delayed (if applicable) distribution per Distributor.
2. User Fees apply in accordance with Market Data Policies to all services, per unit of count.
3. Fees cover all trades and quotes
4. Fee for provision of data feed in Real Time format to a subscriber firm. Subscriber feeds must be reported in accordance with Market Data Policies.

All Fees and Charges are payable by Distributor, in accordance with CME Group Market Data Policies

Eris Schedule 5.1: Qualifications for Fee Waiver

Eris Exchange will waive fees attributable to individual Subscribers that utilize Eris Exchange Information and that meet the following criteria:

1. The application that receives Eris Exchange Information is enabled to submit orders to the SwapBook Platform.
2. The user of the application is an individual authorized to trade on the SwapBook Platform for a valid, active and capitalized account with a Clearing Firm guaranteeing trades submitted to the SwapBook Platform, or the user is engaged in risk management or supervisory activities with the authority to modify individual orders or adjust credit controls for orders transmitted to or through the SwapBook Platform.
3. The Distributor reports all Eris Exchange Information use pursuant to the terms and conditions of this Agreement.

If all Subscribers of a Distributor meet the criteria above, Eris Exchange may waive all license fees and data feed surcharges for that Distributor.