

TradingMotion Platform Agreement

This Agreement (“Agreement”) is made _ , 201_, between Reliance Capital Markets II, LLC (“**RCM**”), whose mailing address is 621 S Plymouth Ct Floor 1, Chicago, IL 60605 and Trading Motion, SL, (“**TMotion SL**”) whose mailing address is Madrid, Paseo Castellana 93, 10th floor (collectively = “**TRADINGMOTION**”) and RJO Brien and Associate _ affiliates (“**Broker**”), whose mailing address _ worldwide

WHEREAS:

TRADINGMOTION has an automated trading system platform (“**PLATFORM**”) enabling users to select computerized trading algorithms to be executed for their accounts, that can be used by brokers and dealers and their customers.

Broker desires to access the **PLATFORM** for use by its customers and in soliciting new customers.

NOW THEREFORE, in consideration of the mutual covenants herein, TRADINGMOTION and Broker agree as follows:

1. **Term.** This Agreement is effective on the date first written above, and will continue until terminated by either party upon not less than 60 days prior written notice to the other, or until otherwise terminated pursuant to this Agreement.
2. **PLATFORM License and Authorization.** Broker may designate a Customer to use the TRADINGMOTION PLATFORM by enabling the Customer’s access to the PLATFORM. For each Customer, Broker will determine and provide the applicable parameters and limits (not to exceed the limits and margin requirements outlined in Schedule B) for accepting or rejecting an order originating from the PLATFORM, and TRADINGMOTION and its affiliates are entitled to rely upon those parameters and limits as provided to TRADINGMOTION. Broker is responsible for its errors in authorizing Customers to access the PLATFORM. Each Customer shall agree to the terms required by TRADINGMOTION for use of the PLATFORM. Broker’s and Customer’s respective right to use the PLATFORM is non-exclusive, non-transferable and subject to the terms of this Agreement, and as between the parties TRADINGMOTION owns all rights and interests in all intellectual property related to the PLATFORM.
3. **Marketing.** In marketing the PLATFORM, TRADINGMOTION will include Broker in any list of broker/dealers who have agreed to accept orders from their customers through the PLATFORM. Apart from such list, neither TRADINGMOTION nor Broker will use the other’s name, logo or trademark in any promotional/sales literature or otherwise, without the other’s prior written consent. TRADINGMOTION reserves the right to refer customers interested in the PLATFORM to any broker/dealers it sees fit, and may receive compensation for such referrals.
4. **Compensation.** Broker will comply with the terms herein and pay TRADINGMOTION compensation in accordance with the attached Schedule A (“Fee Schedule”) for its customers’ use of the PLATFORM. Broker agrees to not markup or otherwise pass onto Customers a rate higher than the compensation outlined in the Schedule A without the express written consent of TRADINGMOTION. TRADINGMOTION will invoice Broker, after the end of each calendar month, for the compensation due TRADINGMOTION for the PLATFORM activity during that month. Broker will pay each invoice within 30 days after receipt unless Broker in good faith disputes the invoice in which case Broker will, within 30 day period, (a) pay the undisputed portion of the invoice and (b) notify TRADINGMOTION of all reasons Broker disputes the invoice. If Broker fails to pay a late invoice within 5 days after TRADINGMOTION’s notice of late payment, TRADINGMOTION may disable Customers’ use of the ORS. The Fee Schedule may be changed by TRADINGMOTION on 90 days written notice to Broker. Broker acknowledges that this compensation shall be paid with respect to each transaction (as opposed to for example, per “round turn”), that the fees are due regardless of whether FCM correctly charges and receives the fee from its customers or whether the account remains an open and active account; and that it is primarily liable to TRADINGMOTION for payment of such platform fees.
5. **API Fees.** Absent the Broker providing a proprietary Fix API to connect the PLATFORM to the Broker directly, TRADINGMOTION will use a 3rd Party FIX API, including but not limited to CQG, CTS, and TT, to connect the PLATFORM to Broker for order execution. Broker will be invoiced directly by the 3rd Party Fix API provider per their existing agreements with said provider, and shall be responsible for such payments. Specifically, TRADINGMOTION shall not be responsible for any fees due the 3rd Party Fix API Provider for orders originating from the PLATFORM.
6. **Confidential Information.**
 - (a) **Defined.** “Confidential Information” means any information directly or indirectly disclosed by either party to the other party in any form, that is designated as “Confidential”, “Proprietary” or similar designation, or is of such a nature or has been disclosed in such a manner that it should be obvious to the receiving party that such is claimed as confidential including, without limitation, (i) any

software provided by TRADINGMOTION to Broker; (ii) a disclosing party's customer lists, trade secrets, know-how, or intellectual property relating to the ORS; (iii) Customer trading and account information unless otherwise agreed by respective Customer; and (iv) confidential information disclosed to a disclosing party by third parties. Confidential information shall not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is rightfully in the possession of the receiving party at the time of disclosure by the disclosing party; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. If Confidential Information of a disclosing party is required by law to be disclosed by the receiving party, the receiving party will give assistance in obtaining an order protecting the information from public disclosure.

(b) **Non-disclosure**. Each party agrees not to use any Confidential Information of the other party for any purpose except as contemplated under this Agreement. Each party will take reasonable precautions (including at least those measures that it takes to protect its own confidential information) to protect the secrecy of and prevent the unauthorized use-of the Confidential Information of the other party. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees or agents, except to those employees or agents of the receiving party who are required to have the information in order to perform the activities contemplated under this Agreement. A receiving party shall be responsible and liable for the actions of its employees and agents with respect to a disclosing party's Confidential Information and shall fully cooperate with the disclosing party in enforcing any rights of the disclosing party against any such person in connection with a break of this Agreement. Each party shall reproduce the other party's proprietary rights notices on any copies it makes of the other party's Confidential Information, in the same manner in which such notices were forth in or on the original. Neither party shall reverse engineer, disassemble or de-compile any prototypes, software, or other tangible objects that embody the other party's Confidential Information and that are provided to the party hereunder. All documents and other tangible objects containing or representing Confidential Information, and all copies thereof, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

(c) **Remedies**. Each party agrees that any violation or threatened violation of this Section may cause irreparable injury to the other party, entitling the other party to seek injunctive relief and all other legal and equitable remedies.

(d) **Information Retentions**. TRADINGMOTION will retain information regarding Broker's and Customers' use of the PLATFORM for the period required by applicable CFTC and exchange rules, and upon Broker's request, TRADINGMOTION will provide a copy of the retained information; provided, however, that TRADINGMOTION may discontinue such retention at any time by giving Broker notice and an opportunity to receive the retained information.

7. **Disclaimer of Warranties, Limitations of Liability and Indemnity.**

(a) **Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TRADINGMOTION DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED WITH RESPECT TO THE PLATFORM OR ANY SOFTWARE USED IN CONNECTION WITH THE PLATFORM OR ITS CONTENT, INCLUDING WITHOUT LIMITATION: (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) THAT CUSTOMER OR BROKER WILL BE ABLE TO ACCESS OR USE THE PLATFORM AT TIMES OR LOCATIONS OF THEIR CHOOSING; (iii) THAT TRADINGMOTION WILL HAVE ADEQUATE CAPACITY FOR THE PLATFORM AS A WHOLE OR IN ANY GEOGRAPHIC LOCATION; OR (iv) THAT THE PLATFORM OR ANY SOFTWARE RELATED THERETO IS ERROR FREE OR VIRUS FREE OR WILL PROVIDE UNINTERRUPTED AND ERROR FREE SERVICE. TRADINGMOTION'S GRANT OF THE RIGHT TO USE THE PLATFORM IS GRANTED "AS IS" WITH ALL FAULTS. BROKER ACKNOWLEDGES IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY FROM TRADINGMOTION EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. TRADINGMOTION RESERVES THE RIGHT TO SUSPEND SERVICE AND DENY ACCESS TO THE PLATFORM WITHOUT PRIOR NOTICE DURING THE SCHEDULED OR UNSCHEDULED SYSTEM MAINTENANCE OR UPGRADING.

(b) **Limitation of TRADINGMOTION's Liability**. Broker understands that technical problems or other conditions may delay or prevent persons from entering or canceling an order or receiving information through the PLATFORM. TRADINGMOTION and its affiliates shall not be liable for, and Broker will not hold or seek to hold TRADINGMOTION or its affiliates liable for, any loss, cost or damage (including trading losses or data losses), whether in contract or tort, suffered or incurred by Broker or any third party arising out of (i) any use or reliance on the PLATFORM or its content; (ii) any interruptions, failures (including access and security failures and unauthorized access or use by third parties), faults or delays in or related to the PLATFORM or out of any errors, omissions or inaccuracies in the information transmitted through the PLATFORM to or by any person, however such interruptions,

failures, faults, delay errors, omissions or inaccuracies arise unless due to TRADINGMOTION's gross negligence or willful misconduct.

(c) **Limitation of Damages.** Neither party will be liable to the other or any third party for any punitive, consequential, special or similar damages even if advised of the possibility of such damage. If some jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions, the liability of the party shall be limited in accordance with this Agreement to the extent permitted by law.

(d) **Indemnity.** TMotion SL represents it is not aware that Broker's use of the PLATFORM as intended by TRADINGMOTION pursuant to this Agreement will infringe on any U.S. Patent issued prior to the date of this Agreement ("Issued Patent"). If a third party claims that the PLATFORM infringes its Issued Patent, TMotion SL will defend RCM and Broker against that claim at TMotion SL's expense and pay damages that a court finally awards, provided that Broker promptly notifies TMotion SL in writing of the claim and allows TMotion SL to control, and cooperates with TradingMotion in, the defense and any settlement discussions. This paragraph states TMotion SL's entire obligation to Broker with respect to any claim of infringement.

8. **Termination.**

(a) A party may terminate this Agreement upon occurrence of any of the following events:

(i) The nonperformance by the other party of any covenant of this Agreement that is not cured within 10 days after written notice of such default and intent to terminate is given by the non-defaulting party to the other party; or

(ii) (A) the other party becomes insolvent, (B) a receiver or trustee for all, or substantially all, of the assets of the other party is appointed, (C) a petition is filed by or against the other party under the provisions of any bankruptcy, insolvency or similar act, (D) the other party makes an assignment for the benefit of creditPlatform or (E) the other party is liquidated or dissolved.

(b) TRADINGMOTION may terminate this Agreement should broker fail to pay any amount due hereunder, and Broker fails to make such payment within 5 days after written notice from TRADINGMOTION to broker.

(c) Either party may terminate this Agreement by giving the other party 60 days' prior written notice.

9. **General Provisions.**

(a) **Entire Agreement; Modification; Signatures.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and merges all prior proposals, understandings and agreements, oral and written, between the parties with respect to the subject matter of this Agreement. This Agreement may not be amended except by an express agreement signed by the parties. This Agreement may be signed in two or more counterparts, all of which will be deemed to be one agreement. Signing and delivery of this Agreement or any amendments may be evidenced by electronic records, electronic signatures and facsimile transmission.

(b) **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed according to the laws of the state of Illinois without giving effect to principles of conflict of laws which might otherwise require the application of the laws of another jurisdiction. Subject to the arbitration provision below, the parties consent to the jurisdiction of the state and federal courts located in Illinois for any judicial proceeding relating to this Agreement.

(c) **Arbitration.** Any controversy or claim arising out of relating to this Agreement, or the breach of thereof, shall be settled by arbitration in Chicago, Illinois administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; provided, however, this section shall not prevent a party from seeking injunctive relief for a breach or threatened breach of Section 5.

(d) **Enforceability and Interpretation.** The parties intend that this Agreement be enforced to the fullest extent permissible under applicable law and public policy. If any provision is declared invalid or unenforceable by a court or arbitrator having competent jurisdiction, such declaration shall only apply to that provision and the remaining provisions shall be enforceable; and the arbitrator or court of competent jurisdiction is authorized to reduce or expand the scope of provision which is invalid or unenforceable in order to make it valid and enforceable. The headings in this Agreement are included for convenience only and shall not affect the interpretation hereof. Time is of the essence of this Agreement.

(e) **Assignment; Binding Effect.** Without TRADINGMOTION's prior written consent, Broker may not assign, sub-license, transfers, pledge, lease, rent or share any Broker's rights or obligations under this Agreement. TRADINGMOTION may assign and delegate its rights and duties under this Agreement to an affiliate. This Agreement shall be binding upon and inure to the benefit of the respective parties, their legal representatives, successPlatform and permitted assigns.

(f) **Force Majeure.** Neither party shall be liable for any failure nor delay in performance under this Agreement caused by any event beyond such party's reasonable control.

(g) **Survival.** Any termination of this Agreement shall not affect the accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision that is expressly or by implication intended to come into or continue in force on or after termination, including Sections 5 and 6.

(h) **Attorney Fees.** In the event of any legal proceeding or arbitration between the parties arising from this Agreement, the prevailing party therein shall be entitled to an award of its reasonable attorney fees and costs.

(i) **Relationship.** Nothing in this Agreement is intended or shall be construed to create or establish an agency, partnership or joint venture relationship between the parties. This Agreement shall not confer any rights or remedies upon anyone other than the parties to this Agreement and their respective permitted successPlatform and assigns.

(j) **Non-Exclusivity.** This is a non-exclusive agreement. TRADINGMOTION may enter into similar agreements with others, and any authorized Customer may use the PLATFORM with multiple broker/dealers with which the Customer has accounts.

(k) **No Waiver.** The failure of either party to exercise any right granted by this Agreement shall not be deemed a waiver of any future exercise of such right or a waiver of any other provision of this Agreement.

(l) **Notices.** All notices, requests, demands or other communications hereunder shall be in writing, hand delivered, sent by first class mail, overnight mail, or by reputable overnight courier and shall be deemed to have been given when received at the following addresses, or such changed address as given by a notice: if to TRADINGMOTION, to the attention of CFO at the address of TRADINGMOTION in the Preamble above, and if to Broker, at the address of Broker in the Preamble above.

(m) **Representations.** Each party represents and warrants to the other that (i) it has full legal right, power and authority to enter into and perform this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding agreement; (iii) it has and will during the term of this Agreement maintain all registrations and licenses required for it to perform its duties under this Agreement, and in the case of Broker, all registrations and licenses required for Broker to solicit and accept orders routed over the ORS.

IN WITNES WHEREOF, the parties to this Agreement have duly executed it as of the date written above.

TRADINGMOTION

Reliance Capital Markets II, LLC

By: _____

Print Name: _____

Title: _____

Trading Motion, SL

By: _____

Print Name: _____

Title: _____

BROKER: _____

By: _____

Print name: _____

Title: _____

Broker Billing Contact Details: (Invoices will be emailed)

Contact Name: _____

Phone Number: _____

E-mail Address: _____

SCHEDULE A
FEE SCHEDULE

TO

TRADINGMOTION ORDER ROUTING SERVICE BROKER AGREEMENT

Broker agrees to pay the following amounts to Reliance Capital Markets II, LLC per the terms of this agreement:

Fees

- \$1.50 per filled futures and/or futures option contract originating from the TRADINGMOTION PLATFORM on the following markets:
 - E-MINI S&P MIDCAP
 - E-MINI S&P 500
 - E-MINI NASDAQ
 - E-MINI RUSSELL 2000
 - E-MINI DOW JONES
 - EURO BUND (EUREX)

- \$2.00 per filled futures and/or futures option contract originating from the TRADINGMOTION PLATFORM on the following markets:
 - BRITISH POUND
 - SWISS FRANC
 - EURO CURRENCY
 - EMINI CRUDE OIL
 - EURO STOXX (EUREX)

- \$2.50 per filled futures and/or futures option contract originating from the TRADINGMOTION PLATFORM on the following markets:
 - CRUDE OIL
 - DAX (EUREX)

[these fees shall not be „marked up“ to end customer or otherwise increased without the express written consent of TRADINGMOTION]

Payment Address

Reliance Capital Markets II, LLC
621 S Plymouth Ct Floor 1
Chicago, IL 60605

Wire to: JPMorgan Chase
10 S. Dearborn
Chicago IL 60603
Routing # 071000013

Credit: Reliance Capital Markets II,
LLC
Account # 987782026

SCHEDULE B

TradingMotion Risk Limits and Account Setup Parameters

Broker agrees to setup TradingMotion PLATFORM customers with the following parameters:

1. Separately Funded Account:

Create a unique, individually funded, account which does not have user level access to place orders via CQG, the FCMs own platform, or similar.

2. Connect CQG/CTS with TradingMotion

Add customer's account number to TradingMotion's CQG/CTS superuser.

3. Margin Requirement:

Set intraday margins to 20% of required, and end of day margins to 100% of required, with no max click limits

4. Set Commissions per market to:

Market	Market	All In Rate per Round Turn	Currency
DM	S&P MidCap future	15	USD
ES	E-mini S&P future	15	USD
NQ	E-mini Nasdaq future	15	USD
TFS	Mini-Russell future	15	USD
YM	E-mini DowJones future	15	USD
BP	British Pound future	20	USD
SF	Swiss Franc future	20	USD
URO	EuroFX future	20	USD
QM	E-mini Crude Oil future	20	USD
CL	Crude Oil future	25	USD
FGBL	BUND future (EUR)	15	EUR
FESX	EuroStoxx future (EUR)	20	EUR
FDAX	DAX future (EUR)	25	EUR