

Legal Statement

YOU SHOULD READ THIS LEGAL STATEMENT BEFORE USING THIS WEBSITE.

The terms and conditions set forth in this legal statement (“Legal Statement”) are entered into between you (which term, as used herein, includes you personally and your authorized traders, if any, and, if you are or will be using this website on behalf of the company or organization on whose behalf we grant you access, such company and organization and its authorized traders, collectively, “You,” “Your” or “Yourself”) and FMX Futures Exchange, L.P., CX Clearinghouse, L.P., and its and their relevant affiliates (collectively, “FMX Exchange and CX Clearinghouse”, “We,” “Us” or “Our”). This Legal Statement governs Your use of and access to the FMX Exchange and CX Clearinghouse websites located at trading.cxmarkets.com and www.cxmarkets.com (the “CX Sites”). The term “CX Sites” as used herein shall include any and all content, services, information, data, documents, reports, features, functionalities or software provided or made available to You through the CX Sites from time to time (collectively, “Content”).

By accessing, visiting, browsing, using or attempting to interact with any part of the CX Sites, You accept and expressly acknowledge and agree to be bound by the terms and conditions set forth in this Legal Statement. If You do not agree to be bound by this Legal Statement, do not access or use any part of the CX Sites.

We reserve the right, in Our sole discretion, with or without notice to You, to modify this Legal Statement at any time and any such modification will be effective immediately upon posting the modification to the CX Sites. It is Your responsibility to review this Legal Statement periodically for modifications whenever accessing or using the CX Sites. Your continued use of any part of the CX Sites after such posting of modifications to the terms and conditions set forth in this Legal Statement constitutes Your acceptance of such terms and conditions, as modified, and You will be bound by all such modifications and this Legal Statement.

The terms and conditions of this Legal Statement are in addition to any other agreements and disclosures between You and FMX Exchange and CX Clearinghouse, including, but not limited to, Your Participant Agreement(s), the FMX Exchange and CX Clearinghouse Privacy Policy, and any other agreements that govern Your use of products, services, content, tools and information available through the CX Sites.

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USER CODES

In connection with Your use of or access to the CX Sites, We from time to time may provide You with user names, passwords and/or other unique identifiers ("User Codes"). You are responsible for security and confidentiality of the User Codes and agree not to disclose them to any third party, including, if You are accessing the CX Sites on behalf of any company or organization, any other employee in Your company or organization. You are responsible for any and all information provided and any and all acts and/or omissions that occur while User Codes are being used. We are not responsible for any breach of security caused by Your failure to maintain the confidentiality and security of any of the User Codes. You agree to notify Us immediately in the event of loss, theft or disclosure of any or all of the User Codes, if You believe the confidentiality or security of any or all of the User Codes has been compromised in any way or in the event of Your learning about a possible or actual unauthorized access to and/or use of the CX Sites. We reserve the right to revoke or modify the User Codes at any time without prior notice. If You need to contact FMX Exchange and CX Clearinghouse about the CX Sites, You may do so by emailing customerservice@cantorexchange.com, or by calling the Customer Service Help Desk at (212) 829-5455.

BY CONTINUING TO ACCESS AND USE THE CX SITES USING THE USER CODES, YOU CONFIRM THAT (I) YOU ARE THE PERSON TO WHO WE ISSUED THE USER CODES OR YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ORGANIZATION TO WHOM WE ISSUED THE USER CODES, AND (II) YOU ARE AUTHORIZED TO USE THE CX SITES USING THE USER CODES. FURTHERMORE, BY CONTINUING TO ACCESS AND USE THE CX SITES USING THE USER CODES, YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE SUBJECT TO ANY AND ALL LIABILITY AND OBLIGATIONS OF A PARTICIPANT OF FMX EXCHANGE (WHETHER SUCH LIABILITY OR OBLIGATIONS ARE IMPOSED BY CONTRACT, LAW, RULES OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, RULES OF FMX EXCHANGE).

CONSENT TO RECORDING AND MONITORING

You consent to Our monitoring, recording, retention and use of all information and data that You input or otherwise communicate during Your access to and/or use of the CX Sites, or through any e-mail to or from Us and any other electronic communication means and the transmittal of the same to Our affiliates, subsidiaries, branches and third parties for order and other processing, database maintenance, record keeping or any other use in accordance with customary practices, policies and procedures applicable in the United States and, of course, Our Privacy Policies. Where monitoring of the CX Sites reveals evidence of suspected criminal activity, malfeasance or misfeasance, such evidence may be provided to the law enforcement officials and used to the full extent permitted by law. Unauthorized access to or use or misuse of the CX Sites may result in legal prosecution.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

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YOUR REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant that:

(A) (i) You are the person to whom the User Codes You used to access the CX Sites were issued by Us and the information You provided to Us in connection with the issuance of the User Codes, if any, was and is true, accurate, current and complete, or (ii) You are accessing the CX Sites on behalf of the company or organization to whom the User Codes You used to access the CX Sites were issued by Us;

(B) if You are accessing the CX Sites on behalf of the company or organization to whom the User Codes You used to access the CX Sites were issued by Us, You are duly authorized by all necessary action and have all consents, rights

and authority to execute this Legal Statement on behalf of Yourself and Your principals and the company or organization on whose behalf We grant You access to the CX Site;

(C) You will not reverse engineer, de-compile or reverse compile any of Our technology, including any software or Java applets associated with the CX Sites;

(D) if We grant You access to the CX Sites in Your individual capacity, You are of the age of majority; and

(E) You have all consents, rights and authority to provide and submit any and all information and content provided and submitted by You or using User Codes to or otherwise using the CX Sites and all such information and content (1) are true, accurate, current and complete and We may rely on such information and content; (2) are not libelous, defamatory, indecent, obscene, harassing, hateful or violent; (3) are not meant to harm any FMX Exchange and CX Clearinghouse Parties or any third party; (4) do not constitute or include viruses or other harmful codes; (5) as well as their anticipated uses, do not violate, infringe or misappropriate any copyright, patent, trademark or other proprietary rights, or right of publicity or privacy of any FMX Exchange and CX Clearinghouse Parties or any third party; and (6) do not violate this Legal Statement, or any applicable law, rule or regulation (whether of the United States or other countries).

NO RECOMMENDATIONS OR ADVICE

Nothing set forth in the CX Sites should be construed as a recommendation to purchase or sell any product or instrument or to enter into any transaction, or as a representation that any particular product or instrument is suitable or appropriate for You. Many of the products described in the CX Sites involve significant risks and You should not enter into any transactions unless You fully understand all of these risks and have independently determined that the risks are acceptable to You and that the transactions are appropriate for You in light of Your objectives, experience, financial and operational resources and other relevant circumstances. Any discussion of risks contained in the CX Sites, however, should not be considered to be a disclosure of the risks of particular transactions, or a complete discussion of the risks which are mentioned.

You should not construe any of the material contained in the CX Sites as business, financial, investment, hedging, trading, legal, regulatory, tax or accounting advice and You should not make the CX Sites the primary basis for any trading decisions. In providing the CX Sites and entering into any transactions in the products described in the CX Sites, We are acting solely in the capacity of an arm's length contractual counterparty and not as a financial advisor or a fiduciary. Under no circumstances should We be considered Your advisor or fiduciary and, if You require advice with respect to the products identified in the CX Sites or any contemplated transactions, You should consult Your own business, financial, accounting or legal advisors.

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The CX Sites may provide links to certain websites sponsored or maintained by third parties. We are providing access to such websites through the CX Sites solely as a convenience to You. You acknowledge that the content of such third party websites, services, goods or advertisements that may be linked to the CX Sites is not maintained or controlled by Us, and We make no representations or warranties concerning the content of such websites and the fact that access to such websites is provided does not constitute any endorsement, authorization or sponsorship of such websites or their sponsors by Us nor is there any affiliation between Us and such sponsors and such sponsors do not endorse, authorize or sponsor the CX Sites. Moreover, We are in no way responsible for the availability, content or accuracy of other websites, services or goods that may be linked to, or advertised on, the CX Sites, and We do not make any warranty, express or implied, with respect to the use of the links provided on, or to, the CX Sites or guarantee the accuracy, completeness, usefulness or adequacy of any other websites, services, goods or advertisements that may be linked to the CX Sites. Your access to or use of such links or any such third party

websites, locations or sources may be subject to their respective terms of use and it is Your responsibility to read and comply with those terms of use. You understand and agree that You will use or rely on such third party websites solely at Your own risk and that We do not grant to You any rights in respect of such websites.

USE OF YOUR INFORMATION

In the course of Your use of the CX Sites, You may provide, or We may otherwise obtain, information about You or Your business activities. By using the CX Sites, You expressly consent to Us (1) using this information to assess the function and performance of the CX Sites, to assess the needs of its customers, to market Our products and services and for the other purposes set out in this paragraph, and (2) transferring this data to Our affiliates throughout the world for the purposes specified in (1) above. Any information which You provide or which We otherwise obtain will be used by Us for any and all business purposes. In the event that information is submitted through Your access to the CX Sites erroneously, or You later determine that information should not have been submitted, for any reason, You accept full financial responsibility for such entry. Further, by logging onto to the CX Sites on behalf of an entity or corporation, You are agreeing that You have the right and authority to bind that entity or corporation to the obligations and responsibilities incurred by utilizing the CX Sites.

INDEMNIFICATION

You agree, at Your own expense, to indemnify, defend and hold harmless FMX Exchange and CX Clearinghouse and its affiliates and its and their officers, directors, partners, control persons, agents and employees (collectively, "FMX Exchange and CX Clearinghouse Parties") for, from and against any and all claims, actions, proceedings, obligations, penalties, losses, liabilities, damages, costs and expenses (including reasonable legal and other professional fees and costs) directly or indirectly arising out of or in connection with (i) Your breach of any agreements, representations or warranties contained in this Legal Statement, (ii) Your access to and/or use of the CX Sites and/or the Content, or any links on the CX Sites, and/or (iii) any and all information or content submitted by You or using User Codes to or otherwise using the CX Sites, including for any claims that any of it violates, infringes or misappropriates any proprietary rights, or right of publicity, privacy or any other right of any third party.

GOVERNING LAW

The terms of this Legal Statement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to principles of conflict of laws. Any action brought in relation to this Legal Statement shall be brought in a Federal or State court in New York County, New York State and by accessing the CX Sites, You consent to the jurisdiction of such courts. Any right to trial by jury with respect to any claim or action is hereby waived by all parties to this Legal Statement.

INTERNATIONAL USE; NO SOLICITATION

We and Our affiliates do not intend for the information provided on the CX Sites to be distributed to, or used by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Us or Our affiliates to any registration requirement within such jurisdiction or country. Neither the information, nor any opinion contained in the CX Sites constitutes a solicitation or offer by Us or Our affiliates to buy or sell any securities, futures, options or other financial instruments or provide any investment advice or service.

MODIFICATION AND TERMINATION

We may at any time and for any reason with or without prior notice to You, and without liability, in each case, modify, suspend, terminate or discontinue, in whole or in part, any portion of the CX Sites (including the Content or hours of availability) and/or Your access to or use of the CX Sites and/or the Content. If You fail to comply with any provision

of this Legal Statement, or if, in its sole discretion, FMX Exchange and CX Clearinghouse modifies, suspends, terminates or discontinues Your access to or use of the CX Sites and/or the Content, any and all rights granted to You herein will immediately automatically terminate. This Legal Statement (as may be revised from time to time as described herein) is irrevocable and, unless otherwise expressly stated in this Legal Statement will survive the termination of Your access to, and use of, the CX Sites and/or the Content, and Your relationship with UIs.

FORCE MAJEURE

None of the FMX Exchange and CX Clearinghouse Parties are or will be liable for any losses caused directly or indirectly as a result of causes or events beyond its or their control, including natural disasters, acts of God, war, terrorism actions or decrees of governmental bodies, exchange or market rulings, failure of the Internet, communication lines or utility systems, equipment and systems failures, unauthorized access, and theft (each, a "Force Majeure Event"). All of the obligations of FMX Exchange and CX Clearinghouse Parties with respect to the effected elements under this Legal Statement will be suspended for the duration of such Force Majeure Event.

MISCELLANEOUS

This Legal Statement represents the complete and exclusive statement of the agreement and understanding between You and Us regarding Your rights to access the CX Sites and to use the Content, and supersedes all agreements which You may sign with Us, and all representations (whether written or oral), regarding such subject matter. Except as herein provided, no waiver, modification or amendment of any provision of this Legal Statement will be effective against Us unless the same is in writing and signed by one of Our executive officers. Should any term or provision of this Legal Statement be deemed or held to be invalid or unenforceable, the remaining terms and provisions will continue in full force and effect. Our failure to insist at any time upon strict compliance with any term of this Legal Statement, or any delay or failure on Our part to exercise any power or right given to Us in this Legal Statement, or a continued course of such conduct on Our part will at no time operate as a waiver of such power or right, nor will any single or partial exercise preclude any other future exercise. All rights and remedies given to Us in this Legal Statement are cumulative and not exclusive of any other rights or remedies which We otherwise have at law or equity. This Legal Statement will be binding upon You and Your executors, heirs, successors and assigns. Any and all headings in the text of this Legal Statement are solely for convenience or reference and do not constitute a part of this Legal Statement, nor do they affect the meaning, construction or effect of this Legal Statement. The terms "including" and "includes" as used in these Terms of Use are intended to identify some, but not all, examples relevant to the subject matter and, therefore, should be read as "including, but not limited to" or "includes, but not limited to." Neither You nor We may assign or delegate its rights, duties or obligations under this Legal Statement without the prior written consent of the other party. We may, however, assign this Legal Statement, or any rights or obligations hereunder, to an affiliate, subsidiary or any entity owned, controlled by or under common control with Us, or pursuant to a merger, consolidation, change of control or corporate reorganization. This Legal Statement is in addition to, and do not nullify, any other agreement between You and Us governing the conduct of Your relationship with Us or any other applicable terms and conditions found on the CX Sites. In the event of any conflict between the terms or conditions of this Legal Statement and those of Your Participant Agreement, the provisions, terms or conditions of the applicable Participant Agreement shall govern and control, and the terms of this Legal Statement shall be modified hereby.

ELECTRONIC DOCUMENTS

We may, in Our sole discretion, seek Your consent to this Legal Statement and certain other agreements on the CX Sites by means of an electronic signature by requesting You to affirmatively check the box indicating Your acceptance to this Legal Statement, affirmatively "click" on boxes containing the words "I Accept," "I Agree" or other similar phrases (collectively, "Acceptance Terms"). If You "click" on the Acceptance Terms, Your "click" will be deemed a legally binding electronic signature. You acknowledge and agree that You will carefully review any

document or web page before making such an electronic signature. By electronically indicating Your agreement to this Legal Statement or accessing the CX Sites or using any of its content after You have had an opportunity to review this Legal Statement, You acknowledge and agree: (i) that You and, where applicable, the company or organization on whose behalf We grant You access to the CX Sites, intend to form a legally binding contract between You and Us; (ii) that You have read and agree to the terms and conditions of this Legal Statement; (iii) that You agree and intend that this Legal Statement to be the legal equivalent of signed, written contracts, and equally binding; (iv) that by electronically agreeing to this Legal Statement, You acknowledge that You have received a copy of this Legal Statement by Your viewing a web page containing a hyperlink to the web page where this Legal Statement is displayed or otherwise; and (v) that if You are executing this Legal Statement on behalf of others, You hereby certify that You are an authorized representative, duly authorized, including where applicable, by all required corporate action to act on behalf of such others.