



**Chicago Board of Trade
Market Data Products
Quote Vendor Application**

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Dear Prospective Vendor:

Thank you for your interest in becoming a Chicago Board of Trade market data vendor. The Vendor Application Packet describes the process and requirements for becoming a CBOT market data vendor. All of the necessary documents that need to be completed and submitted to the CBOT are included. In addition, all related policies are included in the packet which need to be reviewed.

Once you have reviewed the Vendor Agreement and policies in Sections 2-6, complete the requirements in Section 7.

Several days after your application packet is received, you will receive notification from the CBOT regarding approval. The approval letter will inform you of the date you are approved to begin redistributing CBOT market data and when you will begin to accrue fees. If you are a subvendor, your provider will also receive notification regarding approval.

If you have any questions, please contact me at (312) 341-7063 or jroos1@cbot.com.

Sincerely,

Jennifer Roos
Relationship Manager
Market Data Products & Information
(312) 341-7063
jroos1@cbot.com

**CHICAGO BOARD OF TRADE MARKET DATA
VENDOR/SUBVENDOR AGREEMENT**

This Agreement is made this _____ day of _____, 20____, (“Effective Date”) by and between the Board of Trade of the City of Chicago, Inc., a Delaware corporation, which is located at 141 West Jackson Boulevard, Chicago, Illinois, 60604 (“CBOT”) and

_____, a(n)

(specify state or country of organization and type of legal entity, e.g., an “Illinois Corporation”) (“Vendor” or “Subvendor” as applicable). Board of Trade and Vendor and Subvendor are referred to herein as a “Party” and collectively as the “Parties.”

In consideration of the respective representations, warranties, and covenants set forth herein, the Parties agree as follows:

1) Definitions. For purposes of this Agreement and any attachments, riders, schedules, or amendments hereto, the following terms, when used with initial capital letters, shall have the meanings ascribed to them in this Section 1.

(a) “Access” shall mean the capability of receiving Market Data by any person, entity, or Device.

(b) “Authorized Display Device” shall mean a Display Device which has Access to Market Data and which satisfies one of the following criteria: (1) the Display Device is entitled to receive Market Data because Vendor or Subvendor has provided Board of Trade with the information required by Section 9(b); or (2) the Display Device is entitled by Technical Controls to receive Market Data. In the event that the foregoing criteria are not satisfied by Vendor or Subvendor for any Subscriber, then any of such Subscriber’s Devices with Access to CBOT Market Data and that receives any of Vendor’s or Subvendor’s services will be deemed an Authorized Display Device for the purposes of this Agreement.

(c) “CBOT Market Data” shall mean any representation that conveys, either directly or indirectly, information and data pertaining to commodity futures and/or options traded on Board of Trade electronically or by open outcry each business day between the opening of trading in such commodity future or option and until thirty (30) minutes after the close of such trading. CBOT Market Data includes, but is not limited to, bids, asks, and market prices of commodity futures or options, opening and closing range prices, high-low prices, settlement prices, estimated and actual contract volume, and information regarding market activity including exchange for physical transactions.

(d) “Dedicated Terminal” shall mean any Display Device that receives Market Data directly from Vendor or Subvendor independent of any datafeed network and to which Vendor or Subvendor controls Access. Vendor’s or Subvendor’s method of controlling Access can include but is not limited to the use of User Identifications or Passwords only if the User Identification or Password is unique for each end-user of Market Data and will not allow for concurrent reception of Market Data.

(e) “Delayed Continuous Market Data” shall mean Market Data for which ten (10) minutes or more have elapsed from the time such Market Data was received by Vendor or Subvendor to the time such Market Data was retransmitted by Vendor or Subvendor, but which Market Data is not Delayed Snapshot Market Data.

(f) “Delayed Snapshot Market Data” shall mean Market Data for which ten (10) minutes or more have elapsed from the time such Market Data was received by Vendor or Subvendor to the time such Market Data was retransmitted by Vendor or Subvendor to Subscriber and which Market Data is refreshed by Vendor or Subvendor no more frequently than once every sixty (60) seconds.

(g) “Device” shall mean any type of equipment, either fixed or portable, that is capable of Accessing Market Data.

(h) “Display Device” shall mean any type of equipment, either fixed or portable, that is capable of Accessing and displaying Market Data.

(i) “Location” shall mean the specific street address where any Device or Display Device with Access to Market Data is located.

(j) “Market Data” shall mean CBOT Market Data.

(k) “Real-Time Continuous Market Data” shall mean any Market Data for which ten (10) minutes have not elapsed from the time such Market Data was received by Vendor or Subvendor to the time such Market Data was retransmitted by Vendor or Subvendor to Subscribers, but which is not Real-Time Snapshot Market Data.

(l) “Real-Time Snapshot Market Data” shall mean any Market Data for which ten (10) minutes have not elapsed from the time such Market Data was received by Vendor or Subvendor to the time such Market Data was retransmitted by Vendor or Subvendor to Subscribers and which Market Data is refreshed by Vendor or Subvendor no more frequently than once every sixty (60) seconds.

(m) “Subscriber” shall mean any person or entity receiving Market Data from Vendor or Subvendor, whether or not Vendor or Subvendor charges a fee for such receipt.

(n) “Subvendor” shall mean any person or entity who or that: (1) receives a direct feed from a Vendor that allows Subvendor to retransmit Market Data to Subscribers; and (2) executes a Chicago Board Of Trade Market Data Vendor/Subvendor Agreement , which Agreement authorizes Subvendor to retransmit Market Data to Subscribers.

(o) “Technical Controls” shall mean any type of software, computer chip, or other mechanism that produces a report or is used to produce a report setting out the number of Devices at each Subscriber Location that receives Market Data.

(p) “Vendor” shall mean any person or entity who or that: (1) receives a direct feed from Board of Trade; and (2) executes a Chicago Board Of Trade Market Data Vendor/Subvendor Agreement, which Agreement entitles Vendor to disseminate Market Data to Subscribers and Subvendors.

(q) “CBOT Market Profile[®]” or “Market Profile[®]” shall mean:

(i) The “Market Profile Graphic Format” that provides a time and sales Market Data ticker and a current graphic reflecting price/time relationships; and

(ii) The Liquidity Data Bank[®] (“LDB[®]”), which is an analysis of volume and price for every Board of Trade contract, including information relating to volume at each price level, percentage of volume at each price related to total volume, and customer type indicator codes.

2) Term. This Agreement shall become effective on the date first written above for an initial term of one (1) year (Term”) and shall automatically renew for successive one (1) year Terms. This Agreement may be terminated by either Party for any reason or no reason by giving the other Party ninety (90) days written notice of termination. Board of Trade may terminate this Agreement for cause at any time by giving Vendor or Subvendor thirty (30) days written notice of the termination and the cause therefor; provided, however, that if Vendor or Subvendor remedies the cause for termination during such thirty (30) day period, this Agreement shall remain in full force and effect. For the purpose of this paragraph, cause” means the violation of any material term of this Agreement. Vendor or Subvendor shall stop retransmitting Market Data (internally and externally) immediately upon receipt of written notice from Board of Trade that it has terminated this Agreement due to Vendor’s or Subvendor’s material breach of this Agreement.

3) Transmittal of Market Data. During the Term of this Agreement, Board of Trade grants to Vendor or Subvendor the non-exclusive and non-transferable right to receive and retransmit Market Data worldwide and to store such Market Data solely for the purpose of retransmitting or making available to Subscribers Delayed Continuous Market Data and Delayed Snapshot Market Data in accordance with the terms and conditions of this Agreement, and Vendor or Subvendor accepts the right to receive and retransmit Market Data worldwide and to store such Market Data solely for the purpose of retransmitting or making available to Subscribers Delayed Continuous Market Data and Delayed Snapshot Market Data in accordance with the terms and conditions of this Agreement.

4) Internet Distribution. Vendor or Subvendor shall have no right to disseminate or otherwise distribute Market Data or other data of Board of Trade over the Internet unless Vendor or Subvendor receives the prior written approval of Board of Trade. Board of Trade will grant such approval only if Vendor or Subvendor complies with the following procedures:

(a) Before distributing Market Data via the Internet, Vendor or Subvendor shall submit an Internet Distribution Request (“Request”) to Board of Trade. The Request must be made in writing and provide a detailed description of the Vendor’s or Subvendor’s distribution system including system architecture, functionality and security features.

(b) Before being granted authority to distribute Market Data over the Internet, Vendor or Subvendor must be able to demonstrate to the Board of Trade’s satisfaction that Vendor’s or Subvendor’s distribution system has sufficient controls to prevent unauthorized receipt and redistribution of Board of Trade Market Data.

(c) Vendor or Subvendor shall implement or employ a central permissioning system that enables it to terminate any Subscriber immediately at the request of the Board of Trade.

5) CBOT Market Profile. This Agreement does not cover the licensing, use, or distribution of the CBOT Market Profile to any Subscriber or customer of Vendor or Subvendor within or outside the United States. If Vendor or Subvendor wishes to license, use, or distribute CBOT Market Profile, Vendor or Subvendor must first qualify for and execute a Market Profile License Agreement with Board of Trade.

6) Proprietary Nature of Market Data. Board of Trade represents that it owns or has the right to transmit Market Data to Vendor or Subvendor. Vendor or Subvendor expressly acknowledges and agrees that: (a) Board of Trade has the exclusive property rights in and to Market Data; (b) Market Data constitutes valuable confidential information, copyrighted materials, and proprietary rights of Board of Trade, not within the public domain; and (c) but for this Agreement or any other written agreements between Vendor or Subvendor and Board of Trade, neither Vendor or Subvendor, its Subscribers, nor any other individual or entity would have any rights with respect to, or rights to Access or receive, any Market Data.

7) Redistribution. Vendor or Subvendor represents and warrants that it will receive Market Data solely for the purposes of retransmitting Market Data over Vendor or Subvendor’s system(s) to Subscribers and Subvendors in accordance with the terms of this Agreement. Vendor or Subvendor represents and warrants that it will not retransmit or otherwise redistribute Market Data in any format substantially identical to Market Profile or any component thereof, including but not limited to the LDB, unless Vendor or Subvendor has executed a Market Profile License Agreement with Board of Trade and paid all applicable fees as provided in Section 10 hereunder.

8) Equipment. Vendor or Subvendor represents that it has adequate equipment, including back-up equipment, to ensure that as long as it receives Market Data from Board of Trade, Vendor or Subvendor will be able to receive, store, and retransmit Market Data to its Subscribers and Subvendors in accordance with the terms and conditions of this Agreement.

9) Subscribers.

(a) Subscriber Agreements. Before retransmitting Market Data to any Subscriber, Vendor or Subvendor shall first obtain a signed agreement between Vendor or Subvendor and such Subscriber (“Subscriber Agreement”). Vendor or Subvendor may draft its own Subscriber Agreement to include any provisions desired by Vendor or Subvendor, but it must contain provisions necessary to effect the terms and limitations respecting Subscribers set forth in this Agreement. A list of the terms and conditions necessary to effect the terms and limitations respecting Subscribers set forth in this Agreement are attached as Schedule 2 hereto. In lieu of the Subscriber Agreement described in the preceding sentence, Vendor or Subvendor may obtain a signed agreement between Vendor or Subvendor and Subscriber in the form of Board of Trade Subscriber Agreement, attached as Exhibit A hereto. Any changes to Board of Trade Subscriber Agreement must receive the prior written approval of Board of Trade.

(i) If a Subscriber wishes to enter into a Subscriber Agreement on behalf of itself and an affiliated entity or entities, Vendor or Subvendor may obtain: (A) a single master” Subscriber Agreement from such Subscriber as opposed to a separate Subscriber Agreement for each affiliate; and (B) an agreement from Subscriber acceptable to Board of Trade in form and substance guaranteeing each affiliates’ compliance with the terms of the Subscriber Agreement and indemnifying Vendor or Subvendor and Board of Trade for any violation by any affiliate of the provisions of the Subscriber Agreement. If Vendor or Subvendor elects to use a master Subscriber Agreement, Vendor or Subvendor shall obtain the following information from its Subscribers that use a master Subscriber Agreement: the name of each affiliated entity; each office or branch office that has Access to Market Data; the address of each such office; key contact at each such office; telephone number of each such office; starting date of service at each such office; and type of service received or accessible at each such office.

(ii) Upon request by Board of Trade, Vendor or Subvendor shall make available to Board of Trade copies of its Subscriber Agreements. Vendor or Subvendor shall make all reasonable efforts to ensure that none of its Subscribers is engaged in conduct inconsistent with the terms of the Subscriber Agreement as described in Section 9(a) and shall promptly notify Board of Trade of the identity of any Subscriber who is not in compliance with the terms set forth herein.

(b) Subscriber Information. Vendor or Subvendor shall use reasonable efforts to obtain the following information from each of its Subscribers:

(i) If applicable, copies of the reports produced by Technical Controls;

(ii) If applicable, Datafeed Access Declarations (“DADs”). The DADs must be submitted, at a minimum, on a quarterly basis. To be valid for the purposes of this Agreement, the DAD must be certified by an officer, general partner or principal of the Subscriber and must account for all Display Devices receiving CBOT Market Data.

(iii) If applicable, a report that accounts for all Display Devices that receive any of Vendor’s or Subvendor’s services and that have Access to CBOT Market Data. The foregoing requirement shall not apply to those Display Devices that are Dedicated Terminals or those Display Devices for which Vendor or Subvendor control Access to CBOT Market Data via Technical Controls.

Vendor or Subvendor shall retain the above information for a period of not less than three (3) years and shall furnish it to Board of Trade upon request.

(c) Liability for Users. Vendor or Subvendor agrees to use reasonable efforts to prevent or uncover the misuse, alienation, or unauthorized reception and retransmission of Market Data by its Subscribers. For the purpose of this Agreement, “reasonable efforts” shall include the following:

(i) Vendor or Subvendor shall notify Board of Trade of any misuse, alienation, or unauthorized reception or retransmission of Market Data of which it is aware, and shall join with Board of Trade in meeting with Subscriber about any such misuse, alienation, or unauthorized reception or retransmission of Market Data.

(ii) Upon reasonable notice from Board of Trade, Vendor or Subvendor shall accompany Board of Trade or the person or persons designated by Board of Trade on the inspection of Subscriber’s location that is provided for in Section 9(a) and Schedule 2.

(iii) Vendor or Subvendor shall assess and, on behalf of Board of Trade, collect from Subscriber any Fees, interest, and penalties determined by Board of Trade to be due from Subscriber based on Subscriber’s misuse, alienation, or unauthorized reception or retransmission of Market Data. Such Fees, interest, and penalties shall be remitted, to the extent collected, to Board of Trade in Vendor’s or Subvendor’s next Billing Period.

(iv) Vendor or Subvendor shall implement reasonable procedures designed to uncover misuse, alienation, or unauthorized reception or retransmission of Market Data and shall adapt such procedures to the technological advances of the industry.

Vendor or Subvendor shall not be liable for losses incurred by Board of Trade as a result of misuse, alienation, or unauthorized reception or retransmission of Market Data if Vendor or Subvendor has made reasonable efforts to prevent or uncover such misuse, alienation, or unauthorized reception or retransmission of Market Data. Notwithstanding the above, Vendor or Subvendor shall remain responsible for losses incurred by Board of Trade as a result of Vendor’s or Subvendor’s failure to perform any of its obligations under this Agreement.

(d) Right to Deny Access. Board of Trade retains the right to deny any Subscriber Access to Market Data and the right to direct Vendor or Subvendor to terminate transmission of Market Data to any Subscriber for any reason or no reason, in which event Board of Trade shall notify Vendor or Subvendor, and Vendor or Subvendor shall cease retransmitting Market Data to such Subscriber as soon as practicable.

(e) Cooperation of Vendor or Subvendor. Vendor or Subvendor shall cooperate with Board of Trade and make reasonable efforts to ensure that Subscribers are complying with the Subscriber Agreement as it relates to Market Data. Vendor or Subvendor has a general obligation under this Agreement to notify Board of Trade when it has knowledge of any Subscriber that is not in compliance with the terms of the Subscriber Agreement. In the event that Board of Trade institutes suit to enjoin an unauthorized Subvendor or Subscriber from obtaining or using Market Data, Vendor or Subvendor agrees to cooperate with and assist Board of Trade in such proceeding whenever requested to do so by Board of Trade including, but not limited to, joining as a party to the suit if under applicable law Vendor's or Subvendor's joinder is required. Vendor or Subvendor will bear its own costs in providing the cooperation and assistance required by this Section 9(e), including but not limited to its attorney fees. In a suit in which the joinder of Vendor or Subvendor was required and Vendor or Subvendor joins as a party, Board of Trade shall indemnify Vendor or Subvendor for the reasonable costs and/or expenses (including reasonable attorney fees) incurred in providing such cooperation and assistance if and only if the relief granted in such suit related exclusively to Market Data.

Upon written request by Board of Trade, Vendor or Subvendor agrees to assign to Board of Trade all claims, demands, and cause or causes of action of any kind or nature whatsoever that Vendor or Subvendor has or may have against any Subscriber in connection with a breach of the Subscriber Agreement, provided that: (1) the breach is related to Subscriber's receipt of Market Data; and (2) Vendor or Subvendor has failed to prosecute such claims, demands, and cause or causes of action within a reasonable period after the right to prosecute such claims, demands, and/or cause or causes of action has accrued. For the purpose of this Section 9(e), a "reasonable period" shall be sixty (60) days for claims, demands, and/or cause or causes of action seeking legal remedies and ten (10) days for claims, demands, and/or cause or causes of action seeking equitable remedies.

10) Fees.

(a) During the term of this Agreement, Vendor or Subvendor agrees to remit to Board of Trade in U.S. dollars, the Administrative Fees, Vendor or Subvendor Subscriber Fees and Miscellaneous Fees (collectively referred to as "Fees") as described below and on Schedule 1 hereto and incorporated herein by reference. Vendor or Subvendor will pay on a monthly basis (referred to as "Billing Period"). Vendor or Subvendor shall make this election within fifteen (15) days after the Effective Date. The election shall be made by marking the appropriate box on Schedule 4 hereto. Once made, the Billing Period election may be changed only with the express written approval of Board of Trade, which shall not be unreasonably withheld.

(b) Fees shall be paid within thirty (30) days after the commencement of the Billing Period. If Vendor or Subvendor fails to remit to Board of Trade all or any portion of the

appropriate Fees for a given Billing Period within forty-five (45) days after the commencement of such Billing Period, Board of Trade may assess and collect from Vendor or Subvendor, and Vendor or Subvendor agrees to pay, a late charge equal to one and one-half percent (1.5%) interest per month on the amount owed, which interest shall be charged from the fifteenth day of the Billing Period. The foregoing remedy is non-exclusive and nothing herein precludes Board of Trade from taking any action including legal action to recover unpaid Fees.

(c) Board of Trade shall have the unilateral right to change any of the Fees enumerated in this Section 10 or in Schedule 1 by giving Vendor or Subvendor one hundred twenty (120) days written notice of such changes. The Fees to be paid by Vendor or Subvendor to Board of Trade shall include:

(i) When applicable, the “Direct Access Fee” as set forth on Schedule 1, times the number of telephone circuit locations Vendor has at Board of Trade, times the number of months in the applicable Billing Period.

(ii) When applicable, the “Indirect Access Fee” as set forth on Schedule 1, times the number of months in the applicable Billing Period. The term “Indirect Access” refers to the situation in which a Subvendor purchases raw Market Data or specifically formatted Market Data from a Vendor for resale to Subscribers instead of purchasing Market Data directly from Board of Trade. Vendor must obtain written approval from Board of Trade prior to entering into any Indirect Access arrangement and may be liable to Board of Trade for any Indirect Access Fees arising from such arrangement. Indirect Access arrangements shall be made only with a Subvendor that has executed a Vendor/Subvendor Agreement with Board of Trade. Board of Trade, in its sole discretion, may refuse or restrict the use of Indirect Access arrangements on a case-by case basis.

(iii) When applicable, an amount equal to the “Telephone Circuit Installation Fee” as it may from time to time be established by Board of Trade, times the number of months in the applicable Billing Period.

(iv) An amount equal to the sum of the “Communication Line Charges,” including telephone line fees, as they may from time to time be established by Board of Trade, for transmission of Market Data to each of Vendor’s or Subvendor’s Communication Line Terminus amount times the number of months.

(v) When applicable, the “Report Processing Fee” as described in Subsection 11(d) of this Agreement, in the amount set forth in Schedule 1.

(vi) When applicable, the “Dedicated Terminal Fee,” as set forth in Schedule 1, times the number of Dedicated Terminals as reported by Vendor or Subvendor pursuant to Subsection 11(b) of this Agreement, times the number of months in the applicable Billing Period.

(vii) When applicable, the “Authorized Display Device Fee,” as set forth in Schedule 1, times the number of Authorized Display Devices as reported by Vendor or

Subvendor pursuant to Subsection 11(b) of this Agreement, times the number of months in the applicable Billing Period.

(viii) When applicable, the “Real-Time Snapshot Market Data Fee,” as set forth in Schedule 1, times the number of Display Devices receiving such Market Data as reported by Vendor or Subvendor pursuant to Subsection 11(b) of this Agreement, times the number of months in the applicable Billing Period.

(ix) When applicable, the “Delayed Continuous Market Data Fee,” as set forth in Schedule 1, times the number of months in the applicable Billing Period.

(x) When applicable, the “Market Profile Fee(s),” as set forth in Schedule 1, for Vendors or Subvendors receiving and retransmitting the CBOT Market Profile, or any component thereof, times the number of months in the applicable Billing Period.

(xi) When applicable, the “Wall Board Fee” as set forth in Schedule 1, times the total number of Wall Boards or similar large-scale Display Devices for displaying Market Data at each of Subscriber’s Locations, times the number of months in the applicable Billing Period;

(xii) When applicable, the “Broadcast Fee” will be determined for Vendors or Subvendors engaged in radio, television, or similar broadcast of Market Data based upon the potential size of Vendor or Subvendor’s broadcast audience, times the number of months in the applicable Billing Period.

(xiii) All applicable federal, state, local, and foreign taxes (except income taxes) paid by Board of Trade with respect to this Agreement or the distribution of Market Data as contemplated by this Agreement.

(d) Display Devices or any other type of Device used in customer service areas or for quality control, software programming, and sales demonstrations or promotions on Vendor or Subvendor’s premises shall not be subject to Fees. Display Devices or any other type of Device used for quality control, software programming and sales demonstrations or promotions not on Vendor’s or Subvendor’s premises also shall not be subject to Fees, provided that such Display Devices or other type of Device have been installed for no longer than thirty (30) days in a given location. Upon request, Vendor or Subvendor shall notify Board of Trade of the location of each Display Device or any other type of Device used for sales demonstrations or promotions not located on Vendor or Subvendor’s premises and the date of installation of each such Device. Any Vendor, Subvendor, or Subscriber making any other extraordinary use of Market Data, such as for educational uses, back-up facilities or disaster recovery sites, will be subject to Board of Trade Fees, unless such Vendor, Subvendor, or Subscriber receives the express written consent of Board of Trade to make such use.

11) Records and Reporting.

(a) Vendor or Subvendor agrees to keep reasonably accurate books and records of account for a period of up to three (3) years after the close of each calendar year showing all information necessary for the accurate determination of the amount of Fees owed to Board of Trade as established in Section 10 hereunder.

(b) Vendor or Subvendor agrees to provide to Board of Trade, on a quarterly basis, a complete and accurate report (referred to as “Subscriber Reports”) which is in English and which indicates the following:

- (i) The identity and Location(s) of each Subscriber;
- (ii) The total number of Dedicated Terminals that receive Real-Time Continuous Market Data;
- (iii) The total number of Authorized Display Devices that receive Real-Time Continuous Market Data;
- (iv) The total number of Wall Boards or similar large-scale Authorized Display Devices displaying Real-Time Continuous Market Data;
- (v) The total number of Display Devices receiving Real-Time Snapshot Market Data; and
- (vi) The total number of Display Devices receiving Delayed Continuous Market Data.

In those instances where a Vendor’s or Subvendor’s entitlement system permits simultaneous Access to Market Data by a finite number of Subscribers, the total number of Dedicated Terminals, Authorized Display Devices or Display Devices, as applicable, will equal the maximum number of Subscribers that are able to Access Market Data at any one point, for the purposes of the reporting required by this Section 9(b). Vendor or Subvendor shall update the Subscriber Reports on a quarterly basis to reflect any changes to the foregoing information.

(c) Vendor or Subvendor shall take reasonable measures, consistent with the standards and practices of the industry, to ensure that the information required to be submitted to Board of Trade by this Section 11 is complete and accurate.

(d) Vendor or Subvendor shall provide its Subscriber Reports to Board of Trade on the Vendor Automated Reporting System (“VARs”) or in another manner approved in advance by Board of Trade. Any Vendor or Subvendor that does not submit its Subscriber Reports on VARs or by using another Board of Trade-approved reporting method shall remit to Board of Trade a “Report Processing Fee,” as described in Section 10. Vendor or Subvendor expressly acknowledges that no submission to Board of Trade will be deemed a Subscriber Report unless the Fees paid by Vendor or Subvendor for the applicable Billing Period are based on the information so submitted.

12) Inspection and Audits.

(a) Emergency Inspections. If Board of Trade has reasonable cause to suspect that Vendor or Subvendor has committed or is committing a violation of this Agreement with respect to the receiving and retransmitting of Market Data, Board of Trade or representatives of Board of Trade, shall have the right, upon a minimum of forty-eight (48) hours written notice to Vendor or Subvendor, to enter and have access to Vendor or Subvendor's offices during normal working hours to observe the use made of Market Data and the manner in which such Market Data is received and retransmitted; to examine and inspect all instruments and any apparatus used in said offices in connection with such Market Data; and to inspect the books and records of Vendor or Subvendor, including but not limited to invoices issued by Vendor or Subvendor to Subscribers for the receipt of any of Vendor's or Subvendor's services, to determine if Vendor or Subvendor is in compliance with the terms of this Agreement. However, Board of Trade's right of inspection shall extend only so far as may be necessary to ensure compliance by Vendor or Subvendor with the terms of this Agreement and shall not require Vendor or Subvendor to divulge any of its confidential or proprietary information except to the extent such information is required by Board of Trade to verify proper payment of Fees.

(b) Routine Audits. Board of Trade shall also have the right to conduct audits of Vendor or Subvendor to ensure compliance with this Agreement. Board of Trade shall provide written notice to Vendor or Subvendor one hundred twenty (120) days prior to any audit conducted by Board of Trade or by an independent firm of accountants acting on behalf of Board of Trade. Board of Trade or the representatives of Board of Trade shall have the right to enter and have access to Vendor's or Subvendor's offices during normal working hours to observe the use made of Market Data; the manner of receipt and retransmission of Market Data; to examine and inspect all instruments and any apparatus used in said offices in connection with such Market Data; to inspect the books and records of Vendor or Subvendor that relate to the receipt or retransmission of Market Data; including but not limited to invoices issued by Vendor or Subvendor to Subscribers for the receipt of any of Vendor's or Subvendor's services, and to verify that all Fees due or owed Board of Trade for any specified Billing Period have been properly calculated and paid.

Before beginning its audit, Board of Trade will attempt to coordinate with Vendor or Subvendor the time period to be audited, the subject matter of the audit, the length of time Board of Trade or the representatives of Board of Trade will be at Vendor's or Subvendor's Location, a list of documentation necessary to complete the audit, and Board of Trade representative coordinating the audit. In the event that Board of Trade and Vendor or Subvendor cannot resolve the above issues, Board of Trade has the right to decide all such issues unilaterally.

(c) Audit Follow-up. Vendor or Subvendor shall have six (6) weeks following the release of Board of Trade's audit report to provide Board of Trade with documentation that was not available at the time of the audit. Board of Trade, in its sole discretion and for good cause shown may grant additional time, but in no event shall Vendor or Subvendor be granted more than three (3) additional months to produce the outstanding documentation.

(d) Penalties.

(i) If any audit or inspection described in subsections (a) and (b) of this Section 12 discloses that Vendor or Subvendor has underreported Devices or underpaid Fees on a net basis, Vendor or Subvendor shall remit to Board of Trade the Fees not paid, plus interest on the past due amount as set forth in Section 10(a), which will be assessed from the beginning of the period being audited unless Vendor or Subvendor establishes that some lesser period is appropriate.

(ii) If an audit or inspection described in subsections (a) and (b) of this Section 12 discloses that Vendor or Subvendor has underpaid Fees on a net basis by an amount greater than or equal to ten percent (10%) of the total Fees Vendor or Subvendor remitted to Board of Trade for the period being audited, Vendor or Subvendor shall reimburse Board of Trade for its reasonable costs associated with such inspection or audit, except for the cost of any independent accountants, in addition to remitting the amount described in Section 12(d)(i). In no event, however, shall the costs of inspection or audit to be reimbursed to Board of Trade by Vendor or Subvendor exceed the total Fees paid to Board of Trade by Vendor or Subvendor from the subject matter being audited during the period being audited.

13) Changes to Market Data or Communications Channel. Vendor or Subvendor acknowledges that Board of Trade, in its sole discretion, may choose to: (i) discontinue its retransmission of any item of Market Data; (ii) retransmit Market Data in a different form; or (iii) discontinue using existing communications facilities or modify the facilities' interface, speed, signal characteristics, and operational requirements. Board of Trade agrees to give Vendor or Subvendor at least one hundred twenty (120) days notice prior to making any material changes in the speed, signal characteristics, or operational requirements, unless a malfunction in the system requires changes on an accelerated basis or an emergency situation precludes advance notice. In such a case, Board of Trade agrees to give Vendor or Subvendor such notice as is practicable. Vendor or Subvendor shall bear the responsibility and expense of making any changes to its service necessitated by Board of Trade's actions pursuant to this Section.

14) Disclaimer of Warranties/Limitation of Liability. Board of Trade, its officers, directors, members, employees, agents, consultants, and licensors shall not be liable to Vendor or Subvendor or any Subscriber for any inaccurate or incomplete Market Data or any other market information supplied to Vendor, Subvendor, or Subscribers, nor for any delays, interruptions, errors, or omissions in the furnishing thereof, nor for any direct, indirect, or consequential damages arising from or occasioned by said inaccuracies, delays, interruptions, errors, or omissions. **VENDOR AND SUBVENDOR EXPRESSLY ACKNOWLEDGE THAT BOARD OF TRADE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO MARKET DATA INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, BOARD OF TRADE, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS, AND LICENSORS SHALL HAVE NO LIABILITY FOR ANY LOSSES RESULTING FROM UNAUTHORIZED ACCESS OR RECEIPT OR ANY OTHER MISUSE OF MARKET DATA.**

BOARD OF TRADE, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS, AND LICENSORS SHALL NOT BE LIABLE TO VENDOR OR SUBVENDOR FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF BUSINESS, OR LOST PROFITS, ARISING OUT OF THIS AGREEMENT.

VENDOR OR SUBVENDOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS SHALL NOT BE LIABLE TO BOARD OF TRADE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF BUSINESS, OR LOST PROFITS, ARISING OUT OF THIS AGREEMENT.

15) Indemnification.

(a) In the event that Vendor or Subvendor fails to obtain from Subscribers an adequate indemnification inuring to the benefit of Board of Trade, Vendor or Subvendor shall indemnify and hold Board of Trade, its officers, directors, members, employees, agents, consultants, and licensors harmless from any costs, expenses (including reasonable attorney fees), judgments, settlements, losses, or other liabilities incurred by Board of Trade, directly or indirectly, as a result of any action, suit, litigation, claim, or proceeding brought against Board of Trade by any third party, to the extent that such action, suit, litigation, claim, or proceeding is based upon a delay or failure to perform any obligation under this Agreement by Vendor or Subvendor, or upon any inaccuracies, delays, errors, interruptions, omissions, or cessation in the retransmission of Market Data by Vendor or Subvendor. For the purpose of this Section 15, an adequate indemnification shall be one substantially similar in form to that contained in Paragraph 5.3 of Exhibit A to this Agreement. Vendor or Subvendor further agrees to indemnify and hold Board of Trade harmless from and against all damages and expenses (including court costs and reasonable attorneys fees) incurred by Board of Trade as the result of or arising out of any proceedings instituted by Vendor's or Subvendor's affiliated entities or authorized distributors.

(b) Promptly after receipt of notice of the commencement of any action, suit, litigation, claim, or proceeding against Board of Trade that is covered by subsection (a) above, Board of Trade shall notify Vendor or Subvendor of the commencement thereof. Vendor or Subvendor shall be entitled to participate in, and to the extent that it may wish, assume and control the defense thereof, with counsel chosen by it, after reasonable notice to Board of Trade of its election to do so. Vendor or Subvendor may negotiate a compromise or settlement of any such action, suit, litigation, claim, or proceeding provided that such compromise or settlement does not require a contribution by or prejudice the rights of Board of Trade.

16) Protection of Trademarks. In order to protect Board of Trade's rights in and to its trademarks listed in Schedule 3, Vendor or Subvendor shall use the trademark registration symbol "®", as indicated herein, immediately following each such trademark whenever Vendor or Subvendor receives and retransmits any of these trademarks in connection with its receipt and retransmission of Market Data or any components thereof. Board of Trade shall notify Vendor or Subvendor in writing of any changes in connection with each such trademark and the addition

of any new trademarks by amending Schedule 3. Vendor or Subvendor shall notify Board of Trade promptly of any infringements by Third Parties of the aforementioned Board of Trade trademarks of which Vendor or Subvendor is aware. Vendor or Subvendor shall neither maintain any action that might bring any trademark or commercial name of Board of Trade, including but not limited to the aforementioned trademarks, into disrepute, nor shall Vendor or Subvendor alter any trademark or commercial name of Board of Trade. Vendor or Subvendor acknowledges that it has no proprietary right in nor any license to any Board of Trade trademarks listed in Schedule 3 and shall not hold itself out as having any such rights or license.

17) Confidentiality. Any records or information reviewed in connection with this Agreement shall be kept strictly confidential and shall not be utilized in any commercial manner other than in connection with determining compliance with the terms of this Agreement.

18) Relationship of Parties. This Agreement shall not be deemed to create any agency, employment, partnership, or joint venture relationship between the Parties hereto. Neither Party shall have the authority or represent itself as having the authority to bind the other Party to any agreement with a third party.

19) Definitive Agreement. This Agreement (including all amendments, riders, exhibits, and attachments) constitutes the entire Agreement between the Parties hereto relating to the subject matter set forth herein and shall supersede and replace any pre-existing agreement relating to Market Data whether written or oral between the Parties hereto.

20) Amendment. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by a duly authorized representative of each Party. Neither the course of conduct between the Parties nor trade usage shall act to modify or alter the provisions of this Agreement.

21) Waivers. The failure or inability of Board of Trade, Vendor, or Subvendor to exercise any of its rights or remedies set forth herein, including but not limited to the right to verify or check: (i) Subscriber Reports; (ii) other information supplied by Vendor or Subvendor; or (iii) Vendor's or Subvendor's general compliance with this Agreement, shall not be deemed a waiver of such rights or a waiver of Vendor's or Subvendor's violation of any term of this Agreement.

22) Assignment. This Agreement is not assignable by either Party without the prior written consent of the other Party hereto. Any attempt to assign this Agreement without the other Party's prior written consent shall be deemed an event of default.

23) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its conflict of law principles. The Parties hereto each hereby submit, for the sole purpose of this Agreement and any controversy arising hereunder, to the jurisdiction of the courts of the State of Illinois and waive any objection on the grounds of forum non conveniens.

24) Severability. If for any reason one or more provisions of this Agreement is or are held invalid, the other provisions of the Agreement shall remain in full force and effect.

25) Force Majeure. Except for any existing payment obligations, neither Party shall be responsible for or liable for failure to perform any part of this Agreement or for any delay in the performance of any part of this Agreement that directly or indirectly results in whole or in part from any event or contingency beyond the Party's control, including but not limited to: foreign or domestic embargoes; acts of God; the adoption or enactment of any law, ordinance, regulation, ruling, or order directly or indirectly interfering with performance hereunder; lack of the usual means of transportation; fires; floods; explosions; strikes; extraordinary currency devaluations; taxes; or customs, duties, or other similar charges, or assessments.

26) Headings. The headings used herein are for convenience only and shall not be deemed to constitute a part hereof, and shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

BOARD OF TRADE
OF THE CITY OF CHICAGO

By: _____
Bernard W. Dan
President and Chief Executive Officer

By: _____

Title: _____

**CHICAGO BOARD OF TRADE
MARKET DATA VENDOR/SUBVENDOR AGREEMENT
SCHEDULE 1**

ADMINISTRATIVE FEES (assessed on a monthly basis, as applicable)

Direct Access Fee	<u>\$1000.00</u>
Indirect Access Fee	<u>\$1000.00</u>
Telephone Circuit Installation Fee	<u>TBD</u>
Communication Line Charges	<u>TBD</u>
Report Processing Fee*	<u>See Below</u>

VENDOR/SUBVENDOR SUBSCRIBER FEES (assessed on a monthly basis, as applicable)

Dedicated Terminal Fee (Market Depth/Last Price Information All Products except Dow)	<u>\$50.00</u>
Authorized Display Device Fee (Market Depth/Last Price Information All Products except Dow)	<u>\$50.00</u>
Real-Time Snapshot Market Data Fee	<u>\$15.00</u>
Per Quote Market Data Fee	<u>\$.01/Quote</u>
Delayed Continuous Market Data Fee **	<u>See Attached</u>
Vendor Data Feed Fee	<u>\$250.00</u>

MISCELLANEOUS FEES (assessed on a monthly basis, as applicable)

CBOT Market Profile® Fee	<u>\$7.00</u>
CBOT® Liquidity Data Bank® (“LDB®”) Fee	<u>\$40.00</u>
Wall Board Fee	<u>\$250.00</u>
Internet Website Delayed Snapshot Display License Fee	<u>\$100.00</u>

* The following fees apply to Vendors or Subvendors that **do not report electronically**, according to the number of total display devices:

1-99 Display Devices = \$3,000 Report Processing Fee
100-499 Display Devices = \$5,000 Report Processing Fee
500-9,999 Display Devices = \$8,000 Report Processing Fee
10,000+ Display Devices = \$15,000 Report Processing Fee

** Amount based on total number of Vendor’s or Subvendor’s Subscriber’s Display Devices receiving Delayed Continuous Market Data and is priced according to the Delayed Continuous Market Data Wholesale Pricing Attachment to this Schedule 1.

**CHICAGO BOARD OF TRADE
MARKET DATA VENDOR/SUBVENDOR AGREEMENT**

**Attachment to Schedule 1
CBOT Wholesale Pricing Schedule for Delayed Continuous Market Data**

<u>Number of Vendor's or Subvendor's Subscriber's Display Devices with Access to Delayed Continuous Market Data</u>	<u>Vendor's or Subvendor's Monthly Delayed Continuous Market Data Fee</u>
1 to 1,500	\$350.00
1,501 to 3,000	\$700.00
3,001 to 4,500	\$1050.00
4,501 to 6,000	\$1,400.00
6,001 to 7,500	\$1,750.00
7,501 to 15,000	\$3,500.00
15,001 to 22,500	\$5,250.00
22,501 to 30,000	\$7,000.00
30,001 to 37,500	\$8,750.00
37,501 to 45,000	\$10,500.00
45,001 to 52,500	\$12,250.00
52,501 to 60,000	\$14,000.00
60,001 to 67,500	\$15,750.00
67,501 to 75,000	\$17,500.00
75,001 to 82,500	\$19,250.00
82,501 to 90,000	\$21,000.00
90,001 to 97,500	\$22,750.00
97,501 to 105,000	\$24,500.00
105,001 to 112,500	\$26,250.00
112,501 to 120,000	\$28,000.00
120,001 to 127,500	\$29,750.00
127,501 to 135,000	\$31,500.00
135,001 to 142,500	\$33,250.00
142,501 to 150,000+	\$35,000.00

Examples of pricing for delayed continuous quotes:

If Vendor or Subvendor is supplying CBOT Delayed Continuous Market Data to 25,000 subscribers, the total monthly fee for this Market Data, paid by Vendor or Subvendor to the CBOT would be \$7,000.00.

If Vendor or Subvendor is supplying CBOT Delayed Continuous Market Data to 250 Subscribers, the total monthly fee for this Market Data, paid by the Vendor or Subvendor to the CBOT would be \$350.00.

(Note: Delayed Continuous Market Data Fees are separate from the Administrative Fees, Miscellaneous Fees and other Vendor or Subvendor Subscriber Fees that may be applicable)

CHICAGO BOARD OF TRADE
MARKET DATA VENDOR/SUBVENDOR AGREEMENT
SCHEDULE 2

The following are a list of terms and conditions that must be present in any Vendor-drafted Subscriber Agreement for it to be an acceptable substitute to the Exhibit A Subscriber Agreement.

- An acknowledgement of the Subscriber that: (1) the Board of Trade has the exclusive property rights in and to the Market Data and other related market data; (2) that the Market Data constitute valuable confidential information, copyrighted materials and proprietary rights of the Board of Trade, not within the public domain; and (3) that, but for the Subscriber Agreement or any other agreement between Subscriber and an authorized Vendor or Subvendor of Market Data, Subscriber would have no rights with respect to, or to access or receive any Market Data;
- A representation from the Subscriber that it will not redistribute Market Data in any type of format and by any means, including but not limited to the Internet, Intranet or other type of network;
- A representation from Subscriber that it will safeguard the confidentiality of the Market Data and that it will not communicate or otherwise furnish, or permit to be communicated or otherwise furnished, the Market Data to any news-distributing company, or any other person, firm or corporation, for the purpose of further distribution by electronic or other means, nor that it will permit any other person, firm or corporation whatsoever to take directly or indirectly any of the Market Data from the Subscriber's offices or locations;
- A representation from the Subscriber that it will agree to adopt and enforce any reasonable regulation regarding persons entering its place of business which the Board of Trade may deem advisable to prevent the Market Data from being taken improperly from Subscriber's place of business;
- An acknowledgement by Subscriber that during regular business hours and upon reasonable notice, any person designated by any Board of Trade may have access to Subscriber's offices or locations in order to observe the use made of Market Data and to examine and inspect any Display Device and any other Devices, attachments or apparatuses, as well as any books and records required to be maintained by Subscriber in connection with its receipt and use of Market Data. Subscriber will make prompt adjustment (including interest thereon at the rate of 1-1/2% per month), through Vendor or Subvendor, to compensate Board of Trade for under-reported receipt of Market Data by Subscriber. In addition, Subscriber must acknowledge that it will be liable for the reasonable costs of any audit that reveals a discrepancy in Board of Trade's favor of five percent (5%) or more of the amount of fees actually paid to Board of Trade. The Agreement should provide that Subscriber retain the records upon which it bases its

reporting for three (3) years following the period to which the records relate and that Subscriber agree to pay Board of Trade's reasonable estimate of any discrepancy discovered pursuant to any such audit or inspection in the event that it fails to retain the requisite records.

- An acknowledgement by Subscriber that the Board of Trade reserves the right to disapprove any Subscriber and retains the right to direct the Vendor to terminate any Subscriber's receipt of Market Data for any reason or no reason.
- A disclaimer of warranties and liability using the following language or substantially similar language:

Disclaimer of Warranties. SUBSCRIBER AGREES THAT NEITHER THE EXCHANGE NOR VENDOR OR SUBVENDOR, OR THEIR MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF THE DESIGNATED MARKET DATA, MARKET INFORMATION OR OTHER INFORMATION FURNISHED OR THAT THE DESIGNATED MARKET DATA HAVE BEEN VERIFIED. SUBSCRIBER AGREES THAT THE DESIGNATED MARKET DATA AND OTHER INFORMATION PROVIDED HEREUNDER IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED AS AN OFFER OR SOLICITATION WITH RESPECT TO THE PURCHASE OR SALE OF ANY SECURITY OR COMMODITY AND THAT THE DESIGNATED MARKET DATA AND OTHER INFORMATION SHOULD NOT SERVE AS THE BASIS FOR ANY INVESTMENT DECISION.

Limitation of Liability. SUBSCRIBER AGREES THAT NEITHER THE EXCHANGE NOR VENDOR OR SUBVENDOR, OR THEIR MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, SHALL BE LIABLE TO SUBSCRIBER OR TO ANY OTHER PERSON, FIRM OR CORPORATION WHATSOEVER FOR ANY LOSSES, DAMAGES, CLAIMS, PENALTIES, COSTS OR EXPENSES (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATING TO THE DESIGNATED MARKET DATA IN ANY WAY, INCLUDING BUT NOT LIMITED TO ANY DELAY, INACCURACIES, ERRORS OR OMISSIONS IN THE DESIGNATED MARKET DATA OR IN THE TRANSMISSION THEREOF OR FOR NONPERFORMANCE, DISCONTINUANCE, TERMINATION OR INTERRUPTION OF SERVICE OR FOR ANY DAMAGES ARISING THEREFROM OR OCCASIONED THEREBY, DUE TO ANY CAUSE WHATSOEVER, WHETHER OR NOT RESULTING FROM NEGLIGENCE ON THEIR PART. IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY SHOULD BE DEEMED INVALID OR INEFFECTIVE, NEITHER THE EXCHANGE NOR VENDOR OR SUBVENDOR, NOR THEIR SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE IN ANY EVENT, INCLUDING THEIR OWN NEGLIGENCE, BEYOND THE ACTUAL AMOUNT OF LOSS OR

DAMAGE, OR THE AMOUNT OF THE MONTHLY FEE PAID BY SUBSCRIBER TO VENDOR OR SUBVENDOR, WHICHEVER IS LESS. SUBSCRIBER AGREES THAT NEITHER THE EXCHANGE NOR VENDOR OR SUBVENDOR, NOR THEIR SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, SHALL BE LIABLE TO SUBSCRIBER OR TO ANY OTHER PERSON, FIRM OR CORPORATION WHATSOEVER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR COSTS OF LOST OR DAMAGED DATA.

In addition, any disclaimer of warranties or liability should be in a typeface similar to that used above.

- An indemnification clause using the following language or substantially similar language:

Indemnity. Subscriber shall indemnify and hold (and at the Exchange's and Vendor's or Subvendor's option, defend) the Exchange and Vendor or Subvendor and their members, shareholders, directors, officers, employees and agents harmless and shall pay all losses, damages, expenses and costs (including reasonable attorneys' fees) incurred by them based upon any claim or action: (a) arising from Subscriber's breach of its obligations, representations, warranties or covenants hereunder; or (b) relating to any delay, inaccuracies, errors, or omissions in the Designated Market Data. The Exchange and Vendor or Subvendor shall have the right (but not the obligation) to participate in any defense or settlement, in which event each Party shall pay for its respective attorneys' fees.

**CHICAGO BOARD OF TRADE
MARKET DATA VENDOR/SUBVENDOR AGREEMENT
SCHEDULE 3**

CHICAGO BOARD OF TRADE TRADEMARKS

CBOT[®]

Liquidity Data Bank[®]

LDB[®]

CBOT Market Profile[®]

Market Profile[®]

Project A[®]

e-cbot[®]

**CHICAGO BOARD OF TRADE
MARKET DATA VENDOR/SUBVENDOR AGREEMENT
SCHEDULE 4**

Billing Periods

Vendor elects a Monthly or Quarterly Billing Period.
(check one)

**e-cbot[®] MARKET DEPTH DISTRIBUTION AMENDMENT TO THE
CHICAGO BOARD OF TRADE MARKET DATA
VENDOR/SUBVENDOR AGREEMENT**

This Amendment is effective as of the _____ day of _____,
20_____, (“Effective Date”) by and between the Board of Trade of the City of Chicago, Inc., a
Delaware corporation, which is located at 141 West Jackson Boulevard, Chicago, Illinois, 60604
 (“CBOT”) and

_____, a(n)

(specify state or country of organization and type of legal entity, e.g., an “Illinois Corporation”)
 (“Vendor” or “Subvendor” as applicable). Board of Trade and Vendor and Subvendor are
referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS the Parties entered into a **CHICAGO BOARD OF TRADE
MARKET DATA VENDOR/SUBVENDOR AGREEMENT** dated _____; and

WHEREAS the Parties wish to change certain terms of such Agreement to permit Vendor
or Subvendor to distribute the e-cbot[®] Market Depth product.

NOW, THEREFORE the Parties hereto agree as follows:

1. Delete Paragraph 1(c) in its entirety and replace with the following:

“(c) “CBOT Market Data” shall mean Last Price Information and/or Market Depth
Information, separately or in combination.

(i) “Last Price Information” shall mean any representation that conveys,
either directly or indirectly, information and data pertaining to commodity futures and/or options
traded on Board of Trade electronically or by open outcry each business day between the
opening of trading in such commodity future or option and until thirty (30) minutes after the
close of such trading. Last Price Information includes, but is not limited to, the prevailing
market prices of commodity futures or options, opening and closing range prices, high-low
prices, settlement prices, estimated and actual contract volume, and information regarding
market activity including exchange for physical transactions, best bid or best offer and/or the size
of the best bid or best offer, but it does not include Market Depth Information.

(ii) “Market Depth Information” shall mean the representation of a discrete
number of best bids and best offers then pending on the CBOT’s electronic trading system along
with the corresponding size of each bid and offer.” For the purposes of this Agreement, Market
Depth Information cannot be provided to Subscribers by itself, but can only be offered to
Subscribers in conjunction with Last Price Information.

2. Delete Paragraph 1(l) in its entirety and replace with the following:

“(k) “Real-Time Continuous Market Data” shall mean any Last Price Information for which ten (10) minutes have not elapsed from the time such Last Price Information was received by Vendor or Subvendor to the time such Last Price Information was retransmitted by Vendor or Subvendor to Subscribers, but which is not Real-Time Snapshot Market Data.”

3. Add the following to Paragraph 10(c):

“(xiv) When applicable, the “Market Depth/Last Price Information Fee,” as set forth in Schedule 1, times the number of Display Devices with Access to Market Depth/Last Price Information as reported by Vendor or Subvendor pursuant to Subsection 11(b) of this Agreement, times the number of months in the applicable Billing Period.”

4. Add the following to Paragraph 11(b):

“(vii) the total number of Display Devices with Access to Market Depth/Last Price Information.”

BOARD OF TRADE
OF THE CITY OF CHICAGO, INC.

[Insert Name of Vendor or Subvendor]

By: _____
Bernard W. Dan
President and Chief Executive Officer

By: _____

Name: _____

Title: _____

**“PER QUOTE” ADDENDUM TO THE CHICAGO BOARD OF TRADE
MARKET DATA VENDOR/SUBVENDOR AGREEMENT**

This addendum (“Addendum”), dated this _____ day of _____, 20____ amends any **CHICAGO BOARD OF TRADE MARKET DATA VENDOR/SUBVENDOR AGREEMENT** made by and between Board of Trade of the City of Chicago, a Delaware corporation (referred to as the “Board of Trade”) and

_____, a(n)

(specify state or country of organization and type of legal entity, e.g., an “Illinois Corporation”)

(“Vendor ” or “Subvendor” as applicable). Board of Trade and Vendor or Subvendor are referred to herein as a “Party” and collectively as the “Parties” and the Vendor/Subvendor Agreement which is supplemented by this Addendum is referred to as the “Agreement.” The following provisions are hereby added to and made a part of the Agreement. Any terms not defined herein shall have the meaning set forth in the Agreement. If there are any ambiguities or inconsistencies between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control.

In addition to the other rights granted by the Agreement, Vendor or Subvendor desires to distribute Market Data on “Per Quote” basis. Subject to the following terms and conditions, Board of Trade hereby agrees to permit distribution of Per Quote Market Data by Vendor or Subvendor.

- 1) Per Quote Market Data Definition. “Per Quote Market Data” shall mean the dissemination of one Real-Time Snapshot Market Data showing the market price of any commodity futures or option contract that is traded on or subject to the rules of the Chicago Board of Trade or any other element of Market Data for such contract, including but not limited to bids, asks, opening and closing range prices, high-low prices, settlement prices, estimated and actual contract volume data related to such commodity futures or options contracts to Subscriber. Specifically included in the definition of Per Quote Market Data is last price information that is disseminated to calculate the real time marked-to-market value of a Subscriber’s trading account

- 2) Per Quote Market Data Fees. Vendor or Subvendor agrees to pay \$.01 for each Per Quote Market Data that it distributes to its Subscribers. In the event that the Vendor or Subvendor is also registered as a clearing member firm of Board of Trade and is using the Per Quote Market Data in conjunction with an order entry/order routing system, the fees payable under this section will be capped at \$4,000 per month even if the total number of Per Quote Market Data distributed in any month by such Vendor or Subvendor exceeds 400,000.

3) Per Quote Market Data Distribution. Vendor or Subvendor represents and warrants that it will not broadcast or “push” the Per Quote Market Data to all of its Subscribers on a continual or periodic basis. Instead, the technology used must be such that each Subscriber receives a discrete packet of Per Quote Market Data only in response to a request for such data that is initiated by such Subscriber.

4) Per Quote Market Data Metering.

(a) Vendor or Subvendor represents and warrants that before it begins to distribute Per Quote Market Data, it will implement a device that accurately meters the number of Per Quote Market Data packages that the Vendor or Subvendor disseminates. No later than ninety (90) days after a Vendor or Subvendor executes this Addendum, it must provide to the CBOT a report from an CBOT-approved independent auditor which report certifies that the device used by the Vendor or Subvendor for tracking its dissemination of Per Quote Market Data meets the following requirements:

(i) Can identify all of the elements of data that are included in the definition of Per Quote Market Data;

(ii) Can count the total number of Per Quote Market Data that the Vendor or Subvendor distributed to its Subscribers during the applicable Reporting Period;

(iii) Can produce reports showing the total number of Per Quote Market Data that have been distributed by the Vendor or Subvendor cumulatively over any period not to exceed three years.

(b) Notwithstanding the foregoing, if Vendor or Subvendor has already received a written certification for the distribution of per quote data for any other North American market data provider, the Vendor or Subvendor may provide a copy of the earlier certification to satisfy the certification required by this Section 3.

5) Subscriber Agreement. Vendor or Subvendor represents and warrants that no Subscriber will receive Per Quote Market Data unless such Subscriber has executed a Subscriber Agreement as required by the Agreement.

6) Per Quote Market Data Reporting. Vendor or Subvendor agrees to provide to the CBOT a Per Quote Market Data Report (“Report”) in conjunction with the Subscriber Report required by the Agreement. The Report shall indicate the total number of Per Quote Market Data packages that were received by the Vendor’s or Subvendor’s Subscribers during the applicable reporting period (i.e. either quarterly or monthly) as counted by the Vendor’s or Subvendor’s usage meter. The electronic reporting requirements of Section 11(b) of the Agreement apply as well to the Reports.

7) Headings. The headings used herein are for convenience only and shall not be deemed to constitute a part hereof, and shall not be deemed to limit, characterize, or in any way affect the provisions of this Addendum or the Agreement.

8) Ratification of the Agreement. Except as modified herein, the Agreement is hereby affirmed and ratified.

BOARD OF TRADE
OF THE CITY OF CHICAGO

[fill in name or Vendor of Subvendor]

By: _____
Bernard W. Dan
President and Chief Executive Officer

By: _____

Name: _____

Title: _____

**“CBOT[®] PROMOTIONAL PRODUCTS” ADDENDUM TO THE CHICAGO
BOARD OF TRADE MARKET DATA VENDOR/SUBVENDOR AGREEMENT**

This addendum (“Addendum”), dated this _____ day of _____, 20____ amends any CHICAGO BOARD OF TRADE MARKET DATA VENDOR/SUBVENDOR AGREEMENT made by and between Board of Trade of the City of Chicago, a Delaware corporation (referred to as the “Board of Trade”) and

_____, a(n)

(specify state or country of organization and type of legal entity, e.g., an “Illinois Corporation”)

(“Vendor ” or “Subvendor” as applicable). Board of Trade and Vendor or Subvendor are referred to herein as a “Party” and collectively as the “Parties” and the Vendor/Subvendor Agreement which is supplemented by this Addendum is referred to as the “Agreement.” The following provisions are hereby added to and made a part of the Agreement. Any terms not defined herein shall have the meaning set forth in the Addendum. If there are any ambiguities or inconsistencies between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control.

In addition to the other rights granted by the Agreement, the Board of Trade wishes to institute a pilot program under which it will waive Market Data Fees for those products referred to as the CBOT[®] Promotional Products. Subject to the following terms and conditions, Board of Trade hereby agrees to waive Market Data Fees for those products referred to as the CBOT[®] Promotional Products.

1) Definitions. For purposes of this Addendum and any attachments, riders, schedules, or amendments hereto, the following terms, when used with initial capital letters, shall have the meanings ascribed to them in this Section 1.

(a) “CBOT Promotional Products” shall mean the futures contracts that are distributed by the CBOT under the following ticker symbols:

YG	(CBOT [®] mini-sized Gold Futures)
AUC AUP/OZGC OZGP	(CBOT [®] 100 oz. Gold Options)
ZG	(CBOT [®] 100 oz. Gold Futures)
YI	(CBOT [®] mini-sized Silver Futures)
SVC SVP/OZIC OZIP	(CBOT [®] 5000 oz. Silver Options)
ZI	(CBOT [®] 5000 oz. Silver Futures)
AC /ZE	(CBOT [®] Ethanol Futures)
BS/ZK	(CBOT [®] South American Soybean Futures)
BUX	(Target Federal Funds Rate Synthetic)
ER	(CBOT [®] Dow Jones-AIG Commodity Index SM Excess Return)
BUSC	(BUSP Binary Options on the Target Federal Funds Rate)

FZE	(OTC Ethanol Forward)
PZE	(OTC Ethanol Previous)
RE	(Dow Jones US Real Estate Index Futures)
AI	(CBOT Dow Jones AIG Commodity Index)
YM	(CBOT [®] mini-sized Dow (\$5))
DJ/ZD	(CBOT [®] DJIA Futures (\$10))
DD	(CBOT [®] Big Dow (\$25))
NZ/QS	(CBOT [®] 30 Year Interest Rate Swap)
AU	(CBOT [®] Synthetic 100 oz. Gold)
SV	(CBOT [®] Synthetic 5000 oz. Silver)

The Board of Trade reserves the right to amend the foregoing list in whole or in part.

(b) “CBOT Promotional Products Market Data” shall mean the subset of CBOT Market Data that relates exclusively to the CBOT Promotional Products.

(c) “CBOT Promotional Product Market Data Subscriber” shall mean a Subscriber to whom or which the Vendor or Subvendor provides Access to CBOT Promotional Product Market Data only. Any Subscriber who or which is granted Access to the CBOT Promotional Product Market Data along with any other element of CBOT Market Data will not be considered a CBOT Promotional Product Subscriber for the purposes of this Addendum.

2) Term. This Addendum shall become effective on the date noted above (“Effective Date”), and shall continue until terminated in accordance with the terms of this Addendum. The CBOT Promotional Product Market Data Fee waiver program is a pilot program. Accordingly, the Board of Trade reserves the unilateral right to terminate this Addendum on ninety (90) days’ written notice to the Vendor or Subvendor.

3) Proprietary Nature of CBOT Promotional Product Market Data. The Board of Trade represents that it owns or has the right to transmit CBOT Promotional product Market Data to Vendor or Subvendor. Vendor or Subvendor expressly acknowledges and agrees that: (a) the Board of Trade has the exclusive property rights in and to the CBOT Promotional Product Market Data; (b) the CBOT Promotional Product Market Data constitutes valuable confidential information, copyrighted materials, and proprietary rights of the Board of Trade, not within the public domain; and (c) but for this Addendum or any other written agreements between the Vendor or Subvendor and the Board of Trade CBOT, neither the Vendor or Subvendor, its Subscribers, nor any other individual or entity would have any rights with respect to, or rights to Access or receive, any CBOT Promotional Product Market Data.

4) Subscriber Agreement. Vendor or Subvendor represents and warrants that no CBOT Promotional Product Market Data Subscriber will be granted Access to the CBOT Promotional Product Market Data unless such Subscriber has executed a Subscriber Agreement as required by the Agreement, or Vendor or Subvendor may draft its own Subscriber Agreement to include any provisions desired by Vendor or Subvendor, but it must contain provisions necessary to effect

“CBOT[®] Mini-Sized Futures Contract” Addendum

To The Chicago Board of Trade

Market Data Vendor/Subvendor Agreement

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the terms and limitations respecting Subscribers set forth in the Vendor Agreement. A list of the terms and conditions necessary to effect the terms and limitations respecting Subscribers set forth in the Vendor Agreement are contained in Schedule 2 of the Vendor Agreement.

5) CBOT Promotional Product Market Data Subscriber Reporting. In addition to the information required by Subsection 11(b) of the Vendor Agreement, Vendor or Subvendor shall also include in its Subscriber Report the following information regarding its CBOT Promotional Product Market Data Subscribers: The identity and Location(s) of each CBOT Promotional Product Market Data Subscriber. In the event that a Subscriber Accesses CBOT Promotional Product Market Data from more than one Location, Location will be based on the primary billing address chosen by CBOT Promotional Product Market Data Subscriber; the number of Display Devices on which each CBOT Promotional Product Market Data Subscriber Accesses CBOT Promotional Product Market Data. The electronic reporting requirements of Subsection 11(b) of the Agreement apply as well to the information required by this Section 5.

6) Waiver of Market Data Fees for the CBOT Promotional Product Market Data. For the purposes of Subsection 10(c), the Board of Trade agrees to waive the Dedicated Terminal Fee and the Authorized Display Device Fee for those Display Devices with Access only to the CBOT Promotional Product Market Data.

7) Headings. The headings used herein are for convenience only and shall not be deemed to constitute a part hereof, and shall not be deemed to limit, characterize, or in any way affect the provisions of this Addendum or the Vendor Agreement.

8) Amendment. Any amendments, modifications, or alterations to this Addendum must be in writing and signed by a duly authorized representative of each Party. Except as expressly provided in this Addendum, neither the course of conduct between the Parties nor trade usage shall act to modify or alter the provisions of this Addendum.

9) Ratification of the Agreement. Except as modified herein, the Agreement is hereby affirmed and ratified.

BOARD OF TRADE
OF THE CITY OF CHICAGO, INC.

[fill in name or Vendor or Subvendor]

By: _____
Bernard W. Dan
President and Chief Executive Officer

By: _____

Name: _____

Title: _____

4 Payment Policy

The Chicago Board of Trade (CBOT®) charges a variety of fees related to the dissemination and use of its market data. Understanding these fees and the manner in which they are remitted is important for both the vendor and the CBOT. Section 10 of the Vendor Agreement defines each type of fee and specifies the particulars of remittance such as payment cycles, due dates, and penalties. The vendor agreement should be referred to in cases of discrepancies or matters of legal resolve. This policy statement is intended to clarify the points of the vendor agreement as they apply to the business procedures of vendors and the CBOT in terms of payments.

The CBOT invoices vendors for market data fees. The CBOT has an online invoicing system. Once vendor status is approved you will need to obtain a user id and password to login to the system to view the invoice and reports.

General Fees

Each vendor is subject to a \$1000 monthly access fee whether they are a direct or indirect vendor.

Display Device Fees

Real-time continuous market data

Vendors of real-time continuous market data are responsible for reporting the identity of each user and remitting fees to the CBOT for each display device that receives such data. This consists of a \$50 flat fee per display device.

Real-time snapshot market data

Vendors of real-time snapshot market data are responsible for reporting the identity of each user and remitting fees to the CBOT for each display device that receives such data. This consists of a \$15 flat fee per display device.

Delayed continuous market data

Vendors of delayed continuous market data are responsible for reporting the total number of display devices and remitting the appropriate delayed continuous market data fee. (See Delayed Pricing Attachment to Schedule 1 of the Vendor Agreement.) This fee is based on the total number of vendor' display devices with access to CBOT delayed continuous market data.

Delayed snapshot market data

Vendors of delayed snapshot market data are subject only to the direct or indirect access fee of \$1000 per month. These vendors are not required to report the identity or number of users of delayed snapshot market data.

4.1

Chicago Board of Trade

Market Data Products

PAYMENT INSTRUCTIONS

- Invoices will be available online as of the 2nd business day of the month
- Payment will is due to the CBOT by the 10th day of the month. Auto debit option is available. Please see enclosed form.
- See below for payment instructions

Wire Instructions:

Account Name: Board of Trade of the City of Chicago, Inc.

Bank Name: Bank of America

Address: 231 South LaSalle Street, Chicago, IL 60697

ABA/Routing #: 026009593

Account #: 81887-00519

Swift #: BOFAUS3N

Please include a payment description or any reference #'s, account #'s or invoice #'s with every wire so that we can apply the payment to the proper outstanding charge.

Direct Payments to CBOT:

Chicago Board of Trade
Accounting and Finance Department
141 W Jackson Suite 950
Chicago, IL 60604

5 Reporting Requirements

Use of CBOT real-time continuous, real-time snapshot, and delayed continuous data must be reported to the CBOT. Delayed snapshot use does not have to be reported to the CBOT.

1. All vendors are required to report to the Chicago Board of Trade (CBOT®) in an electronic format. Please see the Reporting Requirements section below for further information on the CBOT's reporting requirements.
2. Vendors and Subvendors are required to submit their subscriber reports to the CBOT through the Vendor Automated Reporting System (VARs)/SOLAR System, administered by TCB Data Systems, or in another manner approved in advance by the CBOT.
3. Depending on the size of your firm there are 2 reporting options via VARs:
 - SOLAR is a web-based program for vendors with less than 100 changes per month. Please see contact a CBOT VARs representative listed below for more information. You can also refer www.tcbdata.com/docs/pdf/solarOverview.pdf for more SOLAR information.
 - If your firm has more than 100 changes per month we suggest developing an interface to VARs. TCB Data Systems can provide your firm with the specifications and assist you in getting started. Please contact Fred Harmann at 212-949-5847 x 10 or by email at fch@tcbdata.com for more information.

5.1 Reporting Guidelines

All registered vendors must report according to the following guidelines:

- Vendor sends an electronic file to TCB Data Systems in New York.
- File is checked for completion of data and possible errors.
- File is sent on to the exchange with the correct information in the predefined, approved format (VARs)* or file is returned to vendor for revisions.
- Data is processed at the exchange and an invoice is generated
- Invoice is based on activity from the electronic report.
- Monthly files must be sent to the CBOT no later than the 20th of each month.

* Vendor Automated Reporting System (VARs) - The reporting standard used by market data vendors to report subscriber activity to market data providers.

Vendor or Subvendor will need to submit its Subscriber Reports to Board of Trade on the Vendor Automated Reporting System (“VARs”) or in another manner approved in advance by Board of Trade. Any Vendor or Subvendor that does not submit its Subscriber Reports on VARs or by using another Board of Trade-approved reporting method shall remit to Board of Trade a “Report Processing Fee,” as described in the pricing structure below.

The following fees apply to those that do not report electronically and for inconsistent reporting according to the number of total display devices:

1-99 Display Devices = \$3,000 Report Processing Fee
100-499 Display Devices = \$5,000 Report Processing Fee
500-9,999 Display Devices = \$8,000 Report Processing Fee
10,000+ Display Devices = \$15,000 Report Processing Fee

To implement electronic reporting please contact one of the CBOT representatives listed below. For system set up contact TCB Data Systems.

CBOT VARs Information

Rita Kahle
312-341-7010
rkahle@cbot.com

Jennifer Roos
312-341-7063
Jroos1@cbot.com

TCB Data Systems

www.tcbdata.com
Frederick Haarman
212-949-5847x10
fch@tcbdata.com

6 Subscriber Obligations Guide

All subscribers/end-users of Chicago Board of Trade must execute a subscriber agreement. This applies to all types of CBOT market data except for ten (10) minute delayed snapshot market data. Subscribers must execute one of the following Agreements:

1. Chicago Board of Trade Subscriber Agreement (Exhibit A). See **Exhibit A.pdf** at <http://www.cbot.com/cbot/docs/exhibita.pdf>
2. Uniform Subscriber Agreement (USA). See **Uniform Subscriber Addendum.pdf** at <http://www.cbot.com/cbot/docs/usa.pdf>
3. Electronic Uniform Subscriber Agreement (Click on USA). See **Electronic Uniform Subscriber Addendum.pdf** at <http://www.cbot.com/cbot/docs/electronicusa.pdf>
4. Vendor-Generate Subscriber Agreement
-This Agreement must contain all of the conditions set forth in **Schedule 2** of the Chicago Board of Trade Vendor/Subvendor Agreement. In addition, this agreement must be approved by the CBOT. See **Schedule 2.pdf** in Section 2 or at <http://www.cbot.com/cbot/docs/schedule2.pdf>
5. A subscriber may also enter into a subscriber agreement on behalf of itself and its affiliates by executing a single master subscriber agreement. This master agreement is the same as the regular subscriber agreement, except that the subscriber executing it also guarantees that any affiliate receiving market data will adhere to the terms and conditions of the agreement. The master subscriber agreement must include the name and location of each affiliate. See **Master Subscriber Agreement** at <http://www.cbot.com/cbot/docs/mastersubagreement.pdf>

EXTERNAL REDISTRIBUTION OF CBOT MARKET DATA

If a subscriber is planning to externally redistribute CBOT market data (e.g., via digital networks, dial-up access, fax, Internet, television, etc.) to subscribers or users not covered under a subscriber agreement, it must notify its quote vendor and submit an application to become a CBOT market data vendor or subvendor.

7 Application Process and Requirements

7.1 Requirements

The following must be completed in order to receive approval.

1. Signed Vendor Agreement (Section 2).
2. Signed Amendments/Addendum to Vendor Agreement (Section 3). (If required)
3. Completed questionnaire (Section 7.2).
4. A detailed description of your intended use of CBOT data. Please describe all related products, services, and modes of distribution (Section 7.3).
5. Communications network diagram (Section 7.4).
6. Documentation on how you plan to control and authorize access to CBOT data (Section 7.5). *(Not required if you are only redistributing delayed snapshot market data.)*
7. Financial statements (Section 7.6).
8. Deposit of \$4,000, payable to the Chicago Board of Trade, which covers your first four months of access fees. You are still responsible for remitting subscriber fees during this period and will have to begin remitting access fees along with subscriber fees after the four-month period.
9. Application fee of \$1,000, payable to the Chicago Board of Trade.
10. Send all materials to the following address:

Jennifer Roos
Chicago Board of Trade
Market Data Products & Information- Suite 340-A
141 W. Jackson
Chicago, IL 60604
11. You can expect approval from the CBOT 1-2 weeks after the receipt of all application requirements.

7.2 Prospective Vendor Questionnaire

TO ALL POTENTIAL CHICAGO BOARD OF TRADE (CBOT®) VENDORS:

The following information must accompany your CBOT market data vendor application packet.

SECTION 1: General Background Information

Company Name: _____

State of Incorporation: _____

Corporate Address: _____

Corporate Phone: _____

Corporate Fax: _____

Website Address: _____

Principle Region(s)
of Business: _____

Primary Business: _____

SECTION 2: Data Issues

Type of Access: Direct Indirect

Provider of CBOT Data: _____
(Indirect vendors)

Contact (at Provider): _____
Name

Phone Number _____

Email _____

Type of Data for
Redistribution: CBOT real-time continuous data CBOT delayed continuous
data CBOT real-time snapshot data CBOT delayed snap-shot data

(Check all that apply)

Will you be redistributing CBOT data on a “per quote” fee basis? Yes No

Will you be redistributing CBOT “Promotional Products” with the fee waiver program? Yes No

Start Date: _____
(Date in which you intend to launch service)

SECTION 4: Reporting

Will you be reporting CBOT usage via VARS or SOLAR? VARS SOLAR

SECTION 5: Contact Information

Exchange Relations:

Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

Contracts:

Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

Reporting:

Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

VARs:

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Payments:

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Sales:

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Technical:

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

If at anytime, any of the information contained in the Prospective Vendor Questionnaire changes please notify the CBOT in writing.

Please provide detailed responses to the following inquiries. If responses to these questions are incomplete or not included, your application will be delayed until the CBOT receives the required information:

- 7.3 A detailed description of your intended use of CBOT data. Please describe all related products, services, and modes of distribution.
- 7.4 Detailed description and diagram of your communications network.
- 7.5 A detailed description of how your firm will authorize access to CBOT market data. This must include the types of controls that will be employed to prevent unauthorized redistribution of CBOT market data.
- 7.6 A summary of your firm's financial position or most recent annual report.

Please contact Jennifer Roos at (312) 341-7063, if you have any further questions about becoming a vendor of CBOT market data. All documents should be sent to:

**Chicago Board of Trade
Jennifer Roos
Market Data Products & Information
141 West Jackson, suite 340-A
Chicago, IL 60604 USA**

8 Contact Directory

Chicago Board of Trade Market Data Products & Information

Main Number 312-341-3163
Main Fax 312-341-7027

New Vendor Relations

Jennifer Roos
312-341-7063
jroos1@cbot.com

Contracts, Policies, and Fees

Jennifer Roos
312-341-7063
jroos1@cbot.com

Rita Kahle
312-341-7010
rkahle@cbot.com

Payments

Rita Kahle
312-341-7010
rkahle@cbot.com

Jennifer Roos
312-341-7063
jroos1@cbot.com

Reporting

Rita Kahle
312-341-7010
rkahle@cbot.com

Jennifer Roos
312-341-7063
Jroos1@cbot.com

Technical/Data Issues

Lakisha Speights
Lspe55@cbot.com
312-435-7166