

Exhibit A to the Adherence Agreement
TERMS & CONDITIONS FOR USE OF THE DOCS SYSTEM
(“System User Agreement”)

These Terms & Conditions and the Adherence to the FIA Technology Services, Inc. (“FIA Tech”) System User Agreement (collectively, the “Agreement”) are the terms of use that govern System User’s access to FIA Tech’s electronic document execution system (“DOCS”) service for execution of Give-Up Agreements (“GUA”) and other types of agreements that FIA Tech may make available on the Services for electronic signature and execution (“e-Agreements”). System User agrees to these terms upon its accessing the System. FIA Tech will notify your Administrator of any substantive amendments to the Agreement. Such notices will be provided ten (10) business days (U.S. business days) prior to the effective change. Notwithstanding the foregoing, it is System User’s obligation to review these terms and conditions periodically as any changes will be binding effective as of System User’s continued use of the System.

1. Definitions. If not elsewhere defined in context herein, all defined terms shall be given the meaning as in Section 14 below.

2. Provision of Services.

a. FIA Tech hereby makes available to the System User the Licensed Product, Remote Services, and Technical Support (collectively, “Service(s)”) subject to these terms and conditions.

b. System User agrees to allow FIA Tech to make available on the System the System User Data. System User agrees to receive electronic messages from FIA Tech.

c. System User may not share or provide others with access to the Service including, without limitation, providing third-parties access to the Service or portions thereof, unless a service provider is acting on behalf of the System User, and is bound by contractual terms that are substantially equivalent to the terms in Sections 4 and 5 below.

d. System User represents and warrants that the Service will only be used for lawful purposes including, without limitation, any laws, regulations or rules that would govern the use of the Service and/or the GUA or e-Agreement.

e. Each Party shall at all times comply with applicable Laws relating to Protected Personal Information in its relevant jurisdiction(s) and any contractual obligations it may have with respect to the governance of Protected Personal Information.

f. A password will be issued to the Administrator designated by the System User. The Administrator(s) will be solely responsible for controlling and monitoring the use of the passwords, and will provide the passwords only to System User’s authorized Persons. The Administrator and/or the System User will promptly, upon becoming aware, notify FIA Tech of any unauthorized disclosure or use of the passwords or access to the Service or of the need to deactivate any passwords. The System User acknowledges and agrees that it will be bound by any actions taken through the use of passwords issued to it, including the execution of GUAs or e-Agreements, whether or not such actions were authorized, except when directly caused by FIA-Tech’s willful negligence.

g. System User agrees that GUA(s) or e-Agreements executed through the Services shall be deemed to be “in writing” and to have been “signed” for all purposes and that any electronic record of {00059731;v1}

any such GUA or e-Agreement will be deemed to be in “writing.” System User will not contest the legally binding nature, validity, or enforceability of any GUA or e-Agreement executed through the Services based on the fact that it was entered and executed electronically, and expressly waives any and all rights it may have to assert any such claim.

h. System User acknowledges and agrees that FIA Tech shall have no involvement in and no responsibility or liability related to the GUA or e-Agreement, or the completion or documentation of the GUA or e-Agreement subsequently to its execution. System User agrees that the counterparty to any GUA or e-Agreement may directly enforce System User’s obligations under such GUA or e-Agreement against System User.

i. System User acknowledges that GUA(s) or e-Agreements, which it previously executed, or will execute through the use of the Services, may be stored on the System by others.

j. FIA Tech reserves the right to engage a third-party vendor to support the Service (“Supplier”) and will ensure that any Supplier is contractually bound to the same standards of confidentiality and security as FIA Tech undertakes in this Agreement. FIA Tech will be responsible for all acts or omissions of any Supplier engaged on its behalf in supporting the Service.

3. Payment. Upon the execution of a GUA or e-Agreement, System User agrees that it will be obligated to pay FIA Tech fees in effect according to the terms posted on-line at <https://tech.fia.org/pricing> (which may be amended from time to time and will be binding on System User) and any applicable sales, use, excise or similar taxes relating to the provision of the Services, if any. Fees are subject to change upon thirty (30) days prior notice. To the extent FIA Tech sends a notice, such notice will be provided electronically to System User’s Administrator.

4. Intellectual Property Rights and Licenses.

a. For the sole purpose of providing the Services, or to comply with applicable law, FIA Tech and any Supplier are granted a non-exclusive right and license to use, copy, process, store, and transmit any non- Confidential Information provided by the System User and also any System User Data.

b. System User agrees that it will not copy, modify, reverse engineer, reverse assemble or reverse compile the Licensed Product or any of the data, that System User will not distribute, rent, sell, retransmit, redistribute, release or license the Licensed Product or any part thereof to any third- party (other than to its Affiliates subject to and in accordance with this Agreement). System User further agrees that it will not, without limitation (other than for its own internal use, including the internal use by System User’s auditors, and custodian of documents or other records who need to access the data for purposes of processing the transactions to which the data relates or for an internal audit), communicate, redistribute, or otherwise furnish, or permit to be communicated, redistributed or otherwise furnished, all or any portion of the data obtained through System User’s access to the Services; the foregoing shall not be interpreted to prohibit System User from providing a copy of a GUA or e-Agreement to a party to that same GUA or e-Agreement. Notwithstanding the foregoing, it is understood and agreed that any and all System User Data shall be the non-exclusive property of the System User and/or its counterparties, and that each shall have the right to use, sell, retransmit or redistribute such information, subject to the provisions of Section 5 hereof; all aggregated System User Data shall be the exclusive property of FIA Tech and any publication of data, in the aggregate, is not a breach of any confidentiality obligations to System User.

5. Confidential Information and Handling of Protected Personal Information.

a. Each party shall use reasonable efforts to protect any Confidential Information of the other party and of any other Person using the System, from unauthorized disclosure or use, using at least the same level of care as it uses to protect its own Confidential Information. Confidential Information may not be used or disclosed by the recipient other than as reasonably necessary to perform under this Agreement or as authorized in writing by the disclosing party. Nothing herein shall prohibit disclosure by a party of any information that is evidenced to be generally available to the public or the recipient other than through a breach hereunder, properly in the recipient's possession prior to receipt hereunder, independently developed by the recipient without reference to the Confidential Information of the other party, or required to be disclosed under applicable law, regulation, government or court order, or reasonable request by any governmental or regulatory authority. Notice to the relevant party will be provided to the extent FIA Tech in its sole discretion determines such notice to the relevant party to be legally permissible, and reasonably practicable under the circumstances then prevailing.

b. Notwithstanding the foregoing, FIA Tech is permitted to disclose the identity of any System User *excluding customers and traders*.

c. System User Data shall be secured and treated as Confidential Information.

d. FIA Tech has and will continue to implement and maintain security systems and governance procedures designed to prevent unauthorized access to System User's systems through any network connections between System User's and the Licensed Product systems and to protect from the unauthorized disclosure of System User Data. FIA Tech's and its third-party hosting company (if any) shall continuously monitor the Licensed Product system for, and take all reasonable steps to prevent, fraud and breaches of security.

e. FIA Tech shall implement appropriate systems and procedures to ensure that any System User Data that FIA Tech processes in the course of providing the Services is adequate, relevant, not excessive accurate and, where necessary, kept up to date.

f. FIA Tech will provide System User with notification of a material breach of the confidentiality of Protected Personal Information as soon as reasonably possible after investigation.

g. FIA Tech will provide System User with a copy of the most recent audit report concerning the security of the Services and of the System User Data upon reasonable request, but, in no event, more than annually.

h. System User acknowledges that FIA Tech will not be able to immediately destroy System Users Data upon termination of this Agreement, or System User's discontinuance of using the Services, in view of FIA Tech's legitimate business interest in some System User Data, including, but not limited to, obligations to other System Users, regulators, and counter-parties to any underlying agreements.

6. Representations & Warranties.

a. Each party represents and warrants that its provision and/or use of the Services shall comply with this Agreement and all applicable U.S. federal and state laws; and its execution of this Agreement is duly authorized and does not breach any of its other agreements to which it is a party or any order, decree, law or government regulation to which it is subject.

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b. Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement by such party have been duly approved by all necessary corporate action, and do not conflict with, or result in a material breach of any material agreement by which such party is bound, or any law, regulation, rule, judgment, or decree of any governmental instrumentality. System User further represents that this Agreement constitutes a valid and legally binding obligation of such party enforceable in accordance with its terms.

c. System User represents and warrants that it is authorized to bind any third party authorized by System User to use the Services on System User's behalf, including, but not limited to, designees, agents, or affiliates.

7. Disclaimers.

a. Use and transmission of data on any computer, system or network may be subject to delay, interruption, interference, blackout, failure, interoperability problems, systems or service unavailability or failure, hardware or software malfunction or failure, encryption failure, interception by third-parties, unauthorized access, theft; modification; or inaccuracy.

b. EXCEPT AS EXPLICITLY SET FORTH HEREIN, FIA TECH MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE SERVICES OR ANY MATERIALS PROVIDED IN CONNECTION WITH THE SERVICES (WHETHER DIRECTLY FROM THE FIA OR FROM A THIRD-PARTY, IF ANY), ARE OR WILL BE (A) FREE OF INTERFERENCE, DEFECTS OR ERRORS, OR OTHERWISE ACCURATE, (B) ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR (C) COMPATIBLE WITH SYSTEM USER'S EXISTING COMPUTERS AND/OR SYSTEMS. WITHOUT LIMITING THE FOREGOING, FIA TECH (ON BEHALF OF ITSELF AND ITS THIRD-PARTY SUPPLIERS) EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND OTHER MATERIALS, IF ANY.

8. Indemnification.

a. System User shall indemnify, defend and hold harmless FIA Tech and any of its Affiliates and their respective officers, directors, employees, contractors, legal representatives or agents against losses arising out of any breach of, or misrepresentation in, this Agreement by System User.

b. FIA Tech shall indemnify, defend and hold harmless System User and any of its Affiliates and their respective officers, directors, employees, contractors, legal representatives or agents against losses arising out of any material breach of, or misrepresentation in, this Agreement (including any violation of applicable law in connection therewith).

c. A party seeking indemnification under this Section 8 shall give prompt notice to the other party of the claim and provide reasonable cooperation and assistance in connection therewith.

9. General Limitation Of Liability. IN NO EVENT SHALL FIA TECH BE LIABLE TO THE SYSTEM USER FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR ANY OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT OR TORT AND REGARDLESS OF WHETHER SUCH PARTY HAS REASON TO KNOW OR IN

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FACT KNOWS OF THE POSSIBILITY THEREOF. FIA TECH'S TOTAL LIABILITY TO THE SYSTEM USER RESULTING FROM THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL DOLLAR AMOUNT PAID BY THE SYSTEM USER TO THE FIA PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

10. Term and Termination.

a. This Agreement shall continue in full force and effect from the Effective Date until either party terminates in accordance with this Section.

b. System User may terminate this Agreement upon thirty (30) days written notice to FIA Tech without cause. FIA Tech may terminate this Agreement upon thirty (30) days written notice upon the occurrence of any of the following: (i) failure of System User to make, when due, any payment to FIA Tech as required, if such failure to pay is not cured within thirty (30) days following written notice of such failure, or (ii) any material representation or warranty made by System User proves at any time to be false when made or when deemed to be repeated. FIA Tech may suspend this Agreement immediately upon written notice to the System User if any activity or omission of the System User is likely to jeopardize the security or integrity of the System; if such activity or omission is not cured to FIA Tech's satisfaction within ten (10) days following written notice, then FIA Tech may terminate this Agreement.

c. FIA Tech may, in its sole and commercially reasonable discretion and at any time and for any reason, suspend, limit, discontinue, or change the Service, or any part thereof, or modify the Service, or any part thereof, with or without notice. Without limiting the foregoing, FIA Tech will attempt to give System User reasonable notice of any suspension, limitation, change or discontinuance of the Service. FIA Tech shall not be liable to System User or any third-party for any termination or interruption of System User access to the Service.

d. Upon termination of this Agreement and/or any of the Services being provided under this Agreement, FIA Tech shall offer information and assistance reasonably necessary to assure the smooth transition of Services. FIA Tech agrees to promptly provide to the System User applicable System User Data in any format reasonably requested at FIA Tech's cost. System User shall be entitled to purchase up to six (6) months of termination assistance at the expiration or termination of this Agreement at the prevailing fees. The service level standards applicable to the Services and applications shall continue to apply during the termination assistance period, unless otherwise mutually agreed to in a termination assistance plan.

e. Upon termination, System User shall cease to use any software provided under this Agreement, if any, and must pay FIA Tech any unpaid fees owed for Services rendered within thirty (30) days of termination.

f. In the event of any termination of this Agreement, Sections 5 (Confidential Information), 8 (Indemnification), and 9 (Limitation of Liability) shall survive such termination. The termination of this Agreement shall have no effect on the continuance of any GUA or e-Agreement.

g. Upon termination, and subject to the limitations in Section 5 h, System User Data will be destroyed to the extent allowed unless, within ninety (90) days, System User requests in writing that FIA Tech return such System User Data. Upon such a request, the parties will agree to a format and medium for such return and the costs to be paid for such System User Data return.

11. Miscellaneous Terms.

a. This Agreement shall be binding on each party's successors and permitted assignees.

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Neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld, and any attempted assignment in violation of this provision shall be null and void; provided, however, that FIA Tech may assign this Agreement to an Affiliate without the consent of System User, and System User may assign this Agreement to an Affiliate without the consent of FIA Tech.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the application of principles of conflicts of law. Any claim arising out of or relating to this Agreement or the breach, termination or validity thereof shall be adjudicated by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non Administered Arbitration of Business Disputes in effect on the date hereof, by a panel of three (3) independent and impartial arbitrators, of whom each party shall appoint one (1), and the third shall be elected by the first two (2). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Washington, D.C. Nothing herein shall be construed, as between System User and FIA Tech, to constitute a waiver of a System User's sovereign immunity, to the extent applicable by law.

c. FIA Tech's performance under this Agreement may be excused to the extent a delay or failure is caused by events outside of its control, including without limitation, network or communications disruptions, acts of God, and acts of terrorism. If any provision of this Agreement shall be invalid or unenforceable under applicable law, such invalidity shall not affect the enforceability of any other provision hereof.

12. Independent Contractor. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between the parties. The parties do not undertake by this Agreement or otherwise to perform any obligation of the other, whether regulatory or contractual, or to assume any responsibility for or ownership interest in the other's business or operation.

13. Notices. All notices or other communications required or contemplated herein shall be sufficient and deemed delivered if sent by electronic communication to the System User. Notices to FIA Tech shall be sent to docs.support@fia-tech.com, notices to System User shall be sent to their Administrator.

14. Definitions.

"Administrator" is as defined the System User's Adherence Letter.

"Affiliate" shall mean any entity that controls, is controlled by, or is under common control with a party. For purposes of this Agreement, "control" shall mean possessing, directly or indirectly, (i) at least fifty-percent (50%) of the voting securities of the entity, or (ii) the power to direct, or cause the direction of the management, policies, or operation of an entity whether through ownership of voting securities, by contract or otherwise.

"Agreement" shall refer to this System User Agreement and its attachments.

"Confidential Information" shall mean all information that is not generally known to the public and which either party, or its suppliers, or other persons (to the extent such party owes a duty of confidence to any such person) has rights, and when such information is marked confidential, restricted, or proprietary by the party having rights in the same, or which, under all of the circumstances, a reasonable business person should know to treat the information as confidential and/or proprietary, including, but not limited to Protected Personal Information. Notwithstanding the foregoing, Confidential Information does not include information that: (i)

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is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) was known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party without reference to the Confidential Information of the disclosing party; or (iv) is subsequently learned from a third-party not subject to an obligation of confidentiality with respect to the information disclosed.

“e-Agreement” shall mean the process or a document which FIA Tech may from time-to-time make available on the Service for System Users to electronically sign with the intent to create an executed and legally binding agreement.

“Effective Date” shall be the date of the last signature on the Adherence Agreement.

“Give-up Agreement(s)” or “GUA(s)” shall mean the process or a document used to engage and/or document transactions in which an executing broker or dealer (“Executing Party”) executes or processes a trade on behalf of a customer or a trading manager of a customer for an account of the customer at the clearing or carrying broker (“Clearing Broker”) with the intent that the Executing Party will execute and give up the contract to the Clearing Broker.

“Licensed Product” shall mean the Services and any application and storage accessed remotely in connection with the Services.

“Person” shall mean an individual, corporation, partnership or other legal entity.

“Protected Personal Information” means any information from which an individual can be directly or indirectly identified and which is customarily protected as confidential information or otherwise protected by relevant laws or contracts, including (as examples only), but not limited to, broker or system user contact information.

“Remote Services” shall mean providing System User access to the Licensed Products on a 24 x 7 basis, space for System User Data to reside on and to be accessible from a server connected to the internet, facilitating System Users’ access to their own System User Data via the Licensed Product, and providing network and physical security for all of the foregoing as well as any other service specified on Index A.

“Storage Fee” shall be that fee which will be assessed according to the number of fully executed GUAs or e-Agreements stored on the System by System User and its Affiliates.

“System” shall refer to the Licensed Product.

“System User Data” shall mean any data submitted for use in connection with the Licensed Product, including Protected Personal Information.

“System User” shall mean the entity who executes an adherence letter with FIA Tech, and any other Person authorized by System User to use the Services on System User’s behalf, including, but not limited to authorized employees, designees or affiliates; notwithstanding the foregoing, for the purposes of Sections 3 (Payment), 6 (Representations & Warranties), 8 (Indemnification), and 10 (Term & Termination) “System User” shall not be interpreted to refer to a System User’s employee.

“Technical Support” shall mean a range of services provided by qualified and trained personnel to assist and facilitate System User and its operation of the Licensed Product through resolution of hardware, {00059731;v1}

software or other operational issues affecting the Licensed Product or components thereof.

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