



Schedule G-4  
External End-Client Global Asset Fixed Price Fees\*

I. Global VX™ Dashboard / Risk Control / Compliance Data

- Dedicated Global Infrastructure
- Real-time Global command and control of each session for each end-client
- Real-time Global order management
- Advanced monitoring capabilities providing transparency of all VX activity
- Secondary independent server that offers failover order cancellation for all VX instances
- A configurable set of pre-trade RiskXposure™ risk analytic calculations with real-time limits and controls for all customers using VX
- [redacted] will have access to an instance of RiskXposure that will be used to manage all global VX instances.
- Ongoing system integration, maintenance and compliance reporting updates
- Dedicated [redacted] infrastructure maintenance including automated transfer of relevant data into [redacted] system for Europe and Asia

One-Time, Non-Recurring Implementation Fee (NRC?) ..... waived

II. VX Revenue Sharing Model \*\*\*

- Parties will share revenues changed by [redacted] with regard to VX end-client revenues as follows: [redacted] to [redacted] and [redacted] to FTEN
- \$ [redacted] per month cap per end-client entity
- No minimum

III. Each VX End-User Instance Includes:

- Comprehensive, fully-managed, global, multi-asset platform.
- Dedicated port connection to [redacted]™ matching engine.
- 2,500 messages per second per instance – additional volumes will require additional instances of VX.
- 1MB internet bandwidth QOS for secure VPN access for command and control purposes.
- 12-month term for each new VX end-client after the first day of live trading. 12-month term is transferable to an alternate end-client if original end-client suspends use. Implementation fees for alternate end-client still apply.

VX License Fees\*\*

Fixed Monthly Fee for each instance of VX	
1st Asset Class	\$ [redacted] MRC
Each Additional Asset Class	\$ [redacted] MRC
Monthly dedicated ports to destinations / per port / month (after first 4)	\$ [redacted] MRC

\*In order to access an exchange, client must have an instance of VX installed in that region.  
\*\*Additional fees may apply for market makers

VX Implementation Fees

Hardware setup fee per VX instance	\$ [redacted] MRC
Setup and implementation for VX end clients 1 thru 10 (each)	\$ [redacted] MRC
Setup and implementation for VX end clients 11+	\$ [redacted] MRC
Implementation fee per redeployed VX instance (assuming valid equipment)	\$ [redacted] MRC
Setup fee for dedicated VX ports to each exchange from VX (after first 4)	\$ [redacted] MRC
Port fees to exchanges, where applicable, will be passed at cost	
Hardware fees in Europe & Asia can be higher	
Setup and implementation fees for Europe and Asia region will be [redacted] USD	



**IV. Optional Services \*\*\***

- VIX™ Co-Location Services
- Disaster Recovery VIX™
- SXTM SignalXpress™ Market Data
- FTEN Global Exchange Mast™ (GEM™) Network
- RXTM RiskXposure™ Client Dashboard
- MPRXTM Multi-Prime Risk Management™ Client Dashboard

**VX Co-Location Services**

- U space/power based on availability
- There are 125 watts per U (power usage >125w will require an additional U)
- Requires SX1 or SX2

Up to 8 Us..... NRC / MRC  
 9 - 10 Us..... NRC / MRC  
 10+ Us..... NRC / MRC  
 External Connectivity..... Client supplied or passed thru at cost NRC / MRC  
 Cross connect fees..... \$  
 Client contract induced communications - per circuit accepted..... \$ NRC

**Disaster Recovery VX**

- This VX Instance is used only for Disaster Recovery and requires an additional VX implementation
- Monthly Fee..... \$ MRC

**SXTM SignalXpress™ Market Data<sup>5</sup>**

**US Equities – NYSE, NASDAQ, ARCA, BATS, DirectEdge**  
 SX1 – Raw<sup>5</sup>..... \$ MRC  
 Monthly Fee..... \$ MRC  
 SX2 - Normalized  
 One-time Setup Fee..... \$ MRC  
 Monthly Fee..... \$ MRC

**US Options – OPRA**

SX1<sup>4</sup>  
 One-time Setup Fee..... \$ MRC  
 Monthly Fee..... \$ MRC  
 Monthly Network surcharge for every 50Mbps over 300Mbps peak from the feed..... \$ MRC  
 SX2  
 One-time Setup Fee..... \$ MRC  
 Monthly Fee..... \$ MRC

**US Futures – CME**

SX1<sup>6</sup>  
 One-time Setup Fee..... \$ MRC  
 Monthly Fee..... \$ MRC  
 SX2  
 One-time Setup Fee..... \$ MRC  
 Monthly Fee..... \$ MRC



**US Market Data Bundle – Equities, Options, Futures (commit to all 3 at one time)**

SX1 <sup>a</sup> – 20% discount off of individual rates	
One-time Setup Fee.....	\$1000 NRC
Monthly Fee.....	\$1000 NRC
SX2 – 20% discount off of individual rates	
One-time Setup Fee.....	\$1000 NRC
Monthly Fee.....	\$1000 NRC

**Canada Market Data – TSX, Chi-X Canada, Omega ATS, Pure Trading**

SX1 <sup>a</sup>	
Monthly Fee.....	\$1000 NRC
SX2	
One-time Setup Fee.....	\$1000 NRC
Monthly Fee.....	\$1000 NRC

**Europe Market Data**

SX1 <sup>a</sup>	
Monthly Fee.....	TBD
SX2	
One-time Setup Fee.....	TBD
Monthly Fee.....	TBD

**Asia Market Data**

SX1 <sup>a</sup>	
Monthly Fee.....	TBD
SX2	
One-time Setup Fee.....	TBD
Monthly Fee.....	TBD

<sup>a</sup> Monthly Fee does not include end-client market data entitlement and distribution fees billed directly from Exchange or ECN to end-client.  
<sup>b</sup> SX1 pricing reflects fees for multi-cast feeds only. Additional fees for TCP feeds may apply.

**FTEN Global Exchange Mesh™ (GEM™) Network**

The FTEN GEM Network is a fully managed, diverse and redundant network featuring multiple lines to each destination, resulting in no single point of failure. Participation requires two distinct lines from different carriers. Data is made available on both lines for a messaging gateway to share data between multiple regions. This topology allows data flows to be segregated in order to control bandwidth requirements. The GEM Network provides data feeds across regional markets through a redundant woven network path.

GEM Network access for market data..... TBD

**RX™ RiskXposure™ Client Dashboard**

- Access to RX screen for each region with a VX instance
- Includes 5 user IDs

Monthly Fee.....	\$1000 NRC
Monthly Fee per additional user (over 5).....	\$500 NRC

**MPRX™ Multi-Prime Risk Management™ Client Dashboard<sup>1</sup>**

MPRX Multi-Prime Risk Management is a real-time, comprehensive, intraday risk-management system that provides the end-client a single view into trades made through multiple Clearing Firms.



- \* Provides the end-client a real-time view of their positions and trade details for all trading across all instances of the end-client's Vx no matter which partner is sponsoring the flow.
- \* Real-time Realized and Unrealized P&L for all accounts and positions across Clearing Firms.
- \* Multiple risk management thresholds that the end-client can set and adjust intraday so they can manage their own true enterprise risk.

**Monthly Fee:** .....  
 Clients must subscribe to FX from at least one partner in order to subscribe to MRPX ..... **MRC**

\* The pricing set forth in this Schedule C-4 is for external end-client only. [redacted] will guarantee end-client payment of fees specified herein. Pricing is specified in US Dollars and shall remain in effect thru December 31, 2008; provided, however, that pricing under this Schedule C-4 for executed end-client commitments entered into prior to December 31, 2008 shall remain in effect for the balance of the 12-month term (after the first day of live Vx trading) for such end-client.

- \* "MRC" means one-time, non-recurring and non-refundable charges for the procurement, delivery, set-up and installation of the above-referenced products/services.
- \*\* "MRC" means monthly recurring charges for the above-mentioned services to be provided during such month.
- \*\*\* Variable rate amounts may be assigned to an FTEN Affiliate who is a registered broker dealer in good standing.
- \*\*\*\* End-client's right to selected Optional Services is contemporaneous with remaining term for Vx.
- \*\*\*\*\* TBD means To Be Determined by mutual written agreement of FTEN and [redacted]

This Schedule C-4 shall be in addition to, and form a part of, Schedule C to that certain Agreement by and between FTEN, INC. and [redacted] dated March 31, 2008 (the "Agreement"). Except as expressly modified by the addition of this Schedule C-4, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree this Schedule C-4 shall be effective as of October 13, 2008.

FTEN, INC.  
 By: [Signature]  
 Name: TSO HARRISON  
 Title: ASSOCIATE  
 Date: 11/4/08

By: [Signature]  
 Name: Greg Neville  
 Title: Director  
 Date: 11/4/08

FTEN CONFIDENTIAL