



Chicago Mercantile Exchange Inc.

**GAINS™ SYSTEM
AGREEMENT AND PARTICIPATION FORM
FOR CBOE MEMBER FIRMS TRADING ONE CHICAGO PRODUCTS**

This GAINS System Agreement and Participation Form (the "Agreement") is submitted by the undersigned member firm of Chicago Board Options Exchange, Incorporated ("CBOE Firm") to Chicago Mercantile Exchange Inc. ("CME") signifying its acceptance of the terms set forth below as a condition of its participation in CME's GAINS System for give-up transaction billing with respect to CBOE Firm's transactions in products listed for trading by OneChicago, LLC ("OneChicago").

The term "Participating Firm" as used in this agreement refers to (1) any member firm of Chicago Board Options Exchange that has also executed a GAINS System Agreement and Participation Form, and (2) any member firm of CME that has executed CME's standard GAINS System Clearing Member Participation Agreement.

A. Terms and Conditions

CBOE Firm understands and agrees that the following conditions apply to its participation in CME's GAINS System for OneChicago transactions:

1. CBOE Firm must use the online screens provided as part of the GAINS System to enter the brokerage rates that it will charge for each Participating Firm on behalf of which CBOE Firm will execute trades in OneChicago products. Where CBOE Firm gives up a trade executed by it to a Participating Firm, the Participating Firm will be charged the brokerage rate specified by CBOE Firm through the GAINS System.
2. CBOE Firm will be responsible for brokerage charges for trades executed on its behalf by Participating Firms. Where a trade executed by a Participating Firm is given up by it to CBOE Firm, CBOE Firm will be charged the brokerage rate specified by Participating Firm through the GAINS System.
3. After the completion of each calendar month, the GAINS System will calculate the net amount of brokerage fees owed by or due to CBOE Firm and each other Participating Firm for such calendar month as a result of give-up transactions in OneChicago products (and CME products with respect to CME member firms). If the result is a net amount of brokerage fees due to CBOE Firm, then CME will cause this net amount to be paid to CBOE Firm into its designated account at the bank or other financial institution designated by CBOE Firm below (the "Bank"). If the result is a net amount of brokerage fees owed by CBOE Firm, then CBOE Firm hereby authorizes the Bank to pay to CME any such net amount owed by it pursuant to this Agreement, through the designated account, upon request by CME.

B. Bank and Account Information

The account identified below is the deposit account maintained by CBOE Firm with the Bank for participation in the GAINS system:

Bank Name: _____

Branch Name, if applicable: _____

Bank Routing Number: _____

Address: _____

Bank Contact Person: _____ Telephone: _____

Exact Account Name: _____

Account Number: _____

Account Type (check one): Checking _____ Savings _____ Money Market _____

For checking and money-market accounts, attached a voided check or copy thereof below:

<voided check or copy thereof>

CBOE Firm authorizes CME to act on its behalf by instructing the Bank to accept and act upon all credit and debit entries to the Account that are indicated by CME thereunder, including, but not limited to, entries made under the following circumstances: (i) in the event of a mistake, error or omission by CME relating to the above debit and/or credit entries; (ii) in order to return or deduct give-up fees as is indicated based on a recalculation of net give-up fees, pursuant to the GAINS System.

C. Limitation of Liability

CBOE Firm understands and agrees that OneChicago Rule 421 *Limitation of Liability; No Warranties* applies to CME's operation of the GAINS System on behalf of CBOE Firm and to CBOE Firm's use of the GAINS System. CME shall not be liable to CBOE Firm or to any other person, whether under CME Rule 578D or otherwise, for any losses, damages, costs or expenses resulting from CBOE Firm's participation in the GAINS System, including, without limitation, any losses, damages, costs or expenses resulting from CME's failure to notify the Bank or providing an incorrect or partial notification to the Bank.

D. Modification and Revocation

CBOE Firm may modify or revoke this Agreement at any time in its sole discretion by providing to CME (1) in the case of revocation, written notice of such revocation, or (2) in the case of modification, a revised version of this Agreement. Provided that such notice or revision is received by CME no later than 5:00 p.m. Chicago time on the third business day prior to the end of a calendar month, the revocation or revision will take effect for trades executed in the following calendar month.

CME may in its discretion revoke CBOE Firm’s participation in the GAINS System upon not less than five (5) business days’ advance written notice to CBOE Firm, or revoke the application of the GAINS System to OneChicago products entirely, upon reasonable advance written notice to OneChicago and to all Participating Firms, including CBOE Firm.

E. Delivery Instructions

This Agreement and any notices of revocation or revisions must be mailed or physically delivered to:

Chicago Mercantile Exchange Inc.
Clearing House – 6th Floor North Tower
30 S. Wacker Drive
Chicago, IL 60606

ACCEPTED AND AGREED TO:

CBOE Member Firm Name: _____

CBOE Member Firm Number: _____

By: _____

Print name: _____

Title: _____

Date: _____

Telephone: _____

Email: _____

<<Please complete the attached W-9 form and submit with this Agreement>>