ONECHRONOS SUBSCRIBER AGREEMENT
United Kingdom & European Union

This Subscriber Agreement (this "**Subscriber Agreement**") dated, the [ ] of [ ], [ ] (the "**Effective Date**") is between [ ], a ("**Subscriber**") and one or both of the following:

- OneChronos Markets UK Limited, a company registered in England and Wales with registered company number 15456957 whose registered office is located at Hallswelle House, 1 Hallswelle Road, London, England, NW11 0DH, trading under the name "**OCX UK**"; and/or

- OneChronos Markets NL B.V., a company registered in the Netherlands with registered company number 93411073 whose registered office is located at the Strawinskylaan 357, 1077 XX, Amsterdam, The Netherlands, trading under the name "**OCX EU**",

(each a "**Party**" and together the "**Parties**")
(OneChronos Markets UK Limited and OneChronos Markets NL B.V., together "**OneChronos**")

If the Subscriber is subscribing to both the OCX UK MTF and the OCX EU MTF (each as defined below) pursuant to this Subscriber Agreement, the Subscriber is deemed to have entered into a separate Subscriber Agreement with each of OCX UK and OCX EU.

For this Subscriber Agreement:

1) OCX UK is authorised as an Investment Firm, regulated by the Financial Conduct Authority ("**FCA**") to operate a multilateral trading facility ("**MTF**") in the United Kingdom (the "**OCX UK MTF**"); and,

2) OCX EU is authorised as an Investment Firm, regulated by the Netherlands Authority for Financial Markets ("**AFM**") to operate an MTF in the Netherlands (the "**OCX EU MTF**").

3) The Subscriber will access OCX UK MTF and/or OCX EU MTF (individually or collectively, as the case may be, the "**OCX MTF**").

1. Definitions and Interpretation

1.1. Capitalised terms used in this Subscriber Agreement but not defined in this Subscriber Agreement shall have the meanings ascribed to them in the OCX UK Rulebook and/or the OCX EU Rulebook, herein after collectively referred to as the "**Rulebook**", or the "**Rules of the Rulebook**", governing the respective OCX UK and OCX EU MTFs.

1.2. In this Subscriber Agreement, unless otherwise specified, any reference to:

1.2.1. any statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, whether before, on, or after the date of this Subscriber Agreement;

1.2.2. any legislation (whether of the United Kingdom, the Netherlands or elsewhere) including to any statute, statutory provision or subordinate legislation includes a reference to that legislation as from time to time amended, restated or re-enacted, whether before, on, or after the date of this Subscriber Agreement;

1.2.3. the words "include", "includes", "including", "in particular" or any similar expressions are used, they shall be construed as illustrative and shall be deemed to be followed by the words "without limitation" and shall not limit the sense of the words preceding those expressions;

1.2.4. a "person" includes any natural person, company, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or governmental authority, and a reference to any person, including a party, includes that person's successors and permitted assigns;

1.2.5. all headings and sub-headings are for convenience only and shall not affect the interpretation of this Subscriber Agreement;

1.2.6. any use of the defined term OneChronos, OCX MTF, Rulebook or the Rules of the Rulebook shall be deemed to be qualified by the phrases "as applicable" or "as the case may be" and shall not be construed to create any joint obligations or liability between OCX UK or OCX EU whether or not Subscriber is subscribing to both OCX MTFs; and,

1.2.7. the singular shall be deemed to include the plural and vice versa, unless the context requires otherwise.

2. Compliance

2.1. By signing this Subscriber Agreement, and with each use of the OCX MTF, the Subscriber represents, warrants and acknowledges that it has reviewed and agrees to be subject to and comply with this Subscriber Agreement and the applicable Rulebook, as amended, modified or supplemented from time to time in accordance with the terms of this Subscriber Agreement or the Rules of the Rulebook.

2.2. Unless otherwise expressly stated in this Subscriber Agreement, in the event of any conflict or inconsistency between this Subscriber Agreement and the Rulebook, the Rulebook shall prevail to the extent of such conflict or inconsistency.

2.3. Subscriber's access to OCX UK MTF requires OCX UK to sign this Subscriber Agreement, and access to OCX EU MTF requires OCX EU to execute this Subscriber Agreement.

3. Term

3.1. This Subscriber Agreement commences on the Effective Date and will continue until terminated pursuant to Section 14.

4. Access and use of the MTF

4.1. Subject to the terms and conditions of this Subscriber Agreement and the Rules of the Rulebook, OneChronos agrees to provide Subscriber with a non-exclusive and non-transferable (except as set forth in Section 17) right to access and use the OCX MTF for use by Subscriber on its own behalf and that of its customers in connection with Orders for trading securities on the OCX MTF.

4.2. Subscriber acknowledges and agrees that nothing in this Subscriber Agreement constitutes an undertaking by OneChronos to continue to provide access to or use of the OCX MTF in the present form or configuration. OneChronos, in its sole discretion, may make additions to, deletions from, or modifications to the OCX MTF.

OneChronos will use commercially reasonable efforts to promptly notify Subscriber prior to such modification, other than changes that do not materially affect the Services (as defined below), specifications, or communications facilities of the OCX MTF. Such modifications may include but are not limited to the removal of, modification of, or addition to the Order types that OneChronos permits Subscribers to place on the OCX MTF. For the avoidance of doubt, Subscriber will remain subject to and bound by the applicable Subscriber Agreement and Rulebook irrespective of whether modifications have been made to the OCX MTF, including Order types permitted on the OCX MTF, with or without notice.

The term "Services" or "related Services" shall mean with respect to each OCX MTF, the business activities, including regulated activities, that are governed by this Subscriber Agreement and the Rulebook, including the activities relating to the right to access OCX MTF to enter Orders, receive status updates on Orders, amend Orders, cancel Orders, execute trades against Orders and for the provision of such other services as OneChronos may provide. OneChronos reserves the right to remove, amend or change the Services from time to time.

5. Representations and Warranties

5.1. Subscriber hereby represents, warrants and undertakes to OneChronos, as of the Effective Date at all times:

5.1.1. the Subscriber meets the Eligibility Criteria in relation to the OCX MTF it accesses;

5.1.2. the Subscriber has obtained any required consent or regulatory approval necessary for the Subscriber to access and / or use the OCX MTF which it specifically accesses;

5.1.3. the Subscriber has the necessary right, power and authority to execute and enter into this Subscriber Agreement and perform its obligations hereunder; and

5.1.4. the Subscriber will immediately notify OneChronos in writing and cease using the OCX MTF if any of the foregoing representations ceases to be true or is revoked or suspended for any reason.

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5.2. The undersigned signatory executing this Subscriber Agreement on behalf of the Subscriber represents and warrants to OneChronos that they are duly authorised and have obtained all necessary approvals to bind the Subscriber to this Subscriber Agreement.

5.3. Subscriber acknowledges and agrees the ability to subscribe to each of the OCX UK MTF and the OCX EU MTF by execution of this Subscriber Agreement rather than a separate subscription agreement for each OCX MTF is for Subscriber's convenience, and notwithstanding anything herein to the contrary, this Subscriber Agreement in no way creates any obligations or liability to Subscriber or any other person of OCX UK with respect to OCX EU or OCX EU with respect to OCX UK, and Subscriber hereby waives and agrees not to assert any such claim.

5.4. OCX UK hereby represents and warrants to Subscriber, at all times that:

5.4.1. it is duly authorised by and registered with the FCA;

5.4.2. it has the necessary right, power, and authority to execute and deliver this Subscriber Agreement and perform its obligations hereunder; and

5.4.3. it uses commercially reasonable efforts to maintain the OCX UK MTF to be free from any virus, malware, or any other malicious code or any harmful or interfering computer programming.

5.5. OCX EU hereby represents and warrants to Subscriber, at all times that:

5.5.1. it is duly authorised and registered with the AFM;

5.5.2. it has the necessary right, power, and authority to execute and deliver this Subscriber Agreement and perform its obligations hereunder; and

5.5.3. it uses commercially reasonable efforts to maintain the OCX EU MTF to be free from any virus, malware, or any other malicious code or any harmful or interfering computer programming.

5.6. OneChronos will, provided it is permitted under Applicable Law or regulatory request(s), immediately notify Subscriber in writing if any of the foregoing representations or warranties ceases to be true or is revoked or suspended for any reason.

6. Confidentiality

6.1. Subscriber acknowledges that it may receive or have access to non-public information of OCX UK and/or OCX EU in connection with this Subscriber Agreement and the provision and use of the OCX MTF. Each of OCX UK and OCX EU, severally and not jointly, acknowledge that it may receive non-public information of Subscriber in connection with this Subscriber Agreement (all such non-public information, the "**Confidential Information**"). Subscriber agrees that information received in connection with its access to and use of the OCX MTF may constitute or contain non-public information that is proprietary to a third-party vendor of OneChronos, which shall be deemed the Confidential Information of OneChronos for purposes of this Subscriber Agreement. Notwithstanding the foregoing, Confidential Information does not include any information that:

6.1.1. is or becomes public knowledge other than by disclosure in violation of this Subscriber Agreement;

6.1.2. was previously known to the receiving Party free of restriction;

6.1.3. is lawfully obtained from a third party who does not owe an obligation of confidentiality to the disclosing Party; or

6.1.4. is independently developed by the receiving Party without use of or reference to Confidential Information of the disclosing Party.

6.2. The receiving Party shall hold in strict confidence the disclosing Party's Confidential Information using the same degree of care that it uses to protect its own information of a similar type, but in no event less than a commercially reasonable degree of care. A receiving Party shall not disclose Confidential Information of the disclosing Party for any purpose not expressly permitted under this Subscriber Agreement.

6.3. OneChronos may disclose Confidential Information of the Subscriber:

6.3.1. pursuant to a subpoena or order of a court or Relevant Regulator having competent jurisdiction, provided

that it will, if legally permissible, notify Subscriber in advance of making such disclosure;

6.3.2. to the extent necessary or appropriate to facilitate the settlement and clearance of trades;

6.3.3. in a de-identified and aggregated format;

6.3.4. with Subscriber's written permission;

6.3.5. to its subsidiaries and Affiliates, and to its and their respective officers, directors, employees, members, debt financing sources, attorneys, accountants, consultants, agents, and financial advisors (each of the foregoing, a "**Representative**") as reasonably necessary in connection with their performance of Services for OneChronos (including for fraud detection, product development and enhancement), or in connection with OneChronos' exercise of its rights hereunder, provided that each such Representative is legally bound by confidentiality obligations substantially similar to those of OneChronos in this Subscriber Agreement;

6.3.6. in connection with OneChronos' exercise of its rights hereunder;

6.3.7. to comply with OneChronos' regulatory obligations, or that of its Affiliates, where relevant; or

6.3.8. as otherwise expressly provided in this Subscriber Agreement or the Rulebook.

6.4. Subscriber may disclose Confidential Information of OneChronos:

6.4.1. to those of its officers, directors, employees, professional advisors, or agents who have a need to know such information in connection with Subscriber's use of the Services in accordance with this Subscriber Agreement;

6.4.2. pursuant to subpoena or order of a court, or request of Relevant Regulator having competent jurisdiction, provided that, if permitted by law, it will notify OneChronos in advance of making such disclosure or promptly thereafter if advance notice is not permitted by law; or

6.4.3. in accordance with OneChronos' written permission; or to Subscriber's Representatives as necessary in connection with their performance of Subscriber's obligations under this Subscriber Agreement, provided that each such Representative is legally bound by confidentiality obligations substantially similar to those of Subscriber in this Subscriber Agreement.

6.5. Each Party will inform its Representatives that receive Confidential Information of the other Party of the confidential nature of such information and is responsible for enforcing the confidentiality terms of this Subscriber Agreement as to its Representatives, and will take such action, legal or otherwise, as may be reasonably necessary to cause them to comply with the confidentiality terms of this Subscriber Agreement.

6.6. Subject to each Party's record retention obligations under Applicable Law, each Party shall return Confidential Information of the other Party to such other Party or, at the option of such other Party, destroy all such Confidential Information in tangible form, including all copies thereof, promptly upon termination of this Subscriber Agreement. Notwithstanding the foregoing, the receiving Party shall be entitled to retain single copy of the disclosing Party's Confidential Information in accordance with bona fide record retention policies and neither Party shall be required to remove copies of the disclosing Party's Confidential Information from its backup media and servers, where doing so would be commercially impracticable, provided that in each case receiving Party's obligations of confidentiality remain in effect for so long as the receiving Party maintains the disclosing Party's Confidential Information.

7. Use of Transaction Data

7.1. To the extent that OneChronos obtains any data submitted to the OCX MTF regarding the Subscriber and Subscriber's trading activity, including but not limited to Orders and Transactions ("**Transaction Data**"), OneChronos shall hold such Transaction Data in strict confidence; provided, however, that OneChronos may:

7.1.1. share Transaction Data with its Affiliates that it deems necessary, in its sole discretion, to provide the MTF and any related Services to Subscriber;

7.1.2. sell, licence, use, or otherwise make Transaction Data available to third parties in anonymised form (e.g.

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without attributing any of the Transaction Data to Subscriber or its counterparties, or otherwise referring to the Subscriber or a counterparty as a party to any Transactions) in connection with other OneChronos products and Services and related research; or

7.1.3. disclose Transaction Data to the extent required by Applicable Law or by request of a Relevant Regulator or governmental authority.

8. NO WARRANTY ON OCX MTF

8.1. THE OCX MTF IS PROVIDED AS IS. ONECHRONOS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE OCX MTF (INCLUDING WITH RESPECT TO THE OCX MTF AND ANY SOFTWARE OR OTHER MATERIALS MADE AVAILABLE TO SUBSCRIBER) OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR ARISING OUT OF A COURSE OF PERFORMANCE, TRADE USAGE OR DEALING.

8.2. SUBSCRIBER AGREES THAT ANY USE OF THE OCX MTF OR OTHER MATERIALS, CONTENT, STRATEGIES, OR PROGRAMS PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF ONECHRONOS SHOULD NOT BE INTERPRETED: (i) AS INVESTMENT, LEGAL OR TAX ADVICE; (ii) AS AN OFFER FROM ONECHRONOS TO BUY OR SELL ANY SECURITIES; OR (iii) AS A REPLACEMENT FOR SUBSCRIBER'S OWN PROFESSIONAL SKILL AND JUDGEMENT.

8.3. There is no guarantee that the OCX MTF will meet the Subscriber's requirements, be error free, or operate without interruption or delay. Subscriber acknowledges that all or portions of the OCX MTF may be unavailable from time to time and the Subscriber agrees to maintain arrangements sufficient for Subscriber to conduct its business in the event the OCX MTF is unavailable.

9. Limitations of Liability

9.1. Subscriber agrees, to the fullest extent permitted by law, and in the absence of fraud, gross negligence, or wilful misconduct by OneChronos, that neither OneChronos, nor its owners, affiliates, officers, directors, employees, agents or any related persons and entities, shall be liable to Subscriber or its customers, employees, officers or agents, for any claim for Loss, damage or expense, whether foreseeable or not, including without limitation, any consequential, indirect, special, putative or incidental damages, lost profits, loss of opportunity, loss of use or trading losses, arising out of the use of the OCX MTF (or any Services), or the interruption or disruption of or inability to access or use the OCX MTF (or any Services) for any reason.

9.2. Neither OneChronos, nor its owners, Affiliates, officers, directors, employees, agents or any related persons and entities will be liable in any way for any inaccuracy, error, or delay in, or omission of the transmission or delivery of the OCX MTF or related Services. Notwithstanding anything herein to the contrary, in no event shall (i) OCX UK have any liability with respect to OCX EU or the OCX EU MTF or any Services, or (ii) OCX EU have any liability with respect to OCX UK or the OCX UK MTF or any Services.

9.3. Except with respect to Subscriber's infringement or misappropriation of OneChronos' intellectual property, breach of Section 6, Subscriber's indemnification, and claims related to Subscriber's instructions, Orders, or content, Subscriber shall not be liable to OneChronos for any consequential, indirect, special, putative or incidental damages, lost profits, loss of opportunity, loss of use or trading losses, arising out of or relating to this Subscriber Agreement, even if Subscriber has been advised of the possibility of such damages.

9.4. The limitations of liability set forth in this Section 8 do not apply to the extent such liability was caused by the Party's gross negligence, wilful misconduct, or fraud.

9.5. The limitations of liability set forth in this Section 8 do not apply to the extent strictly prohibited by Applicable Law.

10. Indemnification

10.1. *Subscriber Indemnity*.

Subscriber agrees to defend, at its expense, indemnify and hold harmless OneChronos, and its owners, Affiliates, officers, directors, employees, agents, any related persons and entities, from and against all expenses and costs and damages (including any reasonable legal fees and expenses), claims, demands, proceedings, suits, and

actions, and all liabilities ("**Losses**") resulting from, in connection with, or arising out of:

10.1.1. any failure by Subscriber, for any reason, fraudulent, negligent or otherwise, to comply with its obligations under this Subscriber Agreement, and

10.1.2. any Transactions or Orders placed by Subscriber with the OCX MTF that were in violation of any Applicable Laws or in breach of this Subscriber Agreement or the Rulebook.

10.2. *OneChronos Indemnity*.

OCX UK and OCX EU will defend, severally but not jointly, at its expense, any action brought against Subscriber to the extent that it is based on a third party claim that the use of the applicable OCX MTF in accordance with this Subscriber Agreement infringes any copyright, trademark, or patent that has been issued as of the Effective Date and indemnify Subscriber, subject to the limitations of Section 9, from any Losses incurred by Subscriber from such action.

The indemnification obligation in this Section 10.2 will not apply to the extent the infringement is caused by any of the following: (i) the Services are modified in an unauthorised manner by anyone other than OneChronos, if the claim would not have arisen but for such unauthorised modification; (ii) the OCX MTF is combined with any unauthorised software, hardware, application or process not provided or not approved by OneChronos, if the claim would not have arisen but for such combination; (iii) the MTF is used by a Subscriber or third party in violation of this Subscriber Agreement or any applicable documentation; (iv) any materials, instructions, or any other content provided by or on behalf of Subscriber or any other party; or (v) any Subscriber wilful misconduct or gross negligence.

10.3. *Indemnity Procedures*.

Any Party seeking indemnification hereunder shall promptly:

10.3.1. notify the indemnifying Party in writing of the relevant claim provided, however, the failure to provide such notice shall not relieve the indemnifying Party of its indemnification obligations hereunder unless the indemnifying Party is materially prejudiced by such delay; and

10.3.2. provide reasonable assistance as requested by the indemnifying Party with respect to such claim. The indemnified Party may participate (at its sole cost and own expense) in the defence of such claim through counsel of its own choosing. The indemnifying Party will have the right to fully control the defence or settlement, but any settlement of a claim will not, without the indemnified Party's consent, include a financial or specific performance obligation on, or admission of liability by, or any other liability or obligation on, the indemnified Party.

10.4. *Indemnity Remedy*.

If the OCX MTF becomes, or in OneChronos' opinion is likely to become, the subject of a claim for infringement, OneChronos shall:

10.4.1. procure for Subscriber, at no cost to Subscriber, the right to continue to use the Service,

10.4.2. replace or modify the Service at no cost to Subscriber in order to make such Service non-infringing, provided that the replacement or modified programme provides substantially similar function and performance; or

10.4.3. if neither 10.4.1 nor 10.4.2 is commercially practical in OneChronos' discretion, may terminate this Subscriber Agreement.

Section 10.2 and this Section 10.4 set forth Subscriber's sole and exclusive remedy and OneChronos' entire obligation and liability with respect to any infringement claim.

11. Force Majeure

11.1. Neither Party will be liable for delay or failure to perform its obligations hereunder (other than a failure to pay amounts when due) caused by a Force Majeure Event, and the non-performance could not have been

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mitigated, avoided or prevented through the exercise of reasonable care and precaution by the Party.

12. Taxes

12.1. Subscriber assumes full responsibility for payment of any taxes, charges or assessments imposed on Subscriber by any governmental body or subdivision thereof relating to its use of the Services.

13. Governing Law and Jurisdiction

13.1. In the case of business conducted on each of (a) the OCX UK MTF and (b) OCX EU MTF respectively, each Party irrevocably agrees that this Subscriber Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Subscriber Agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with (a) English law and (b) Dutch law respectively, and be subject to the exclusive jurisdiction of (a) the English courts and (b) the Dutch courts respectively, and each Party irrevocably waives any and every objection to the exercise of jurisdiction by (a) the English courts and (b) the Dutch courts respectively on grounds that such courts are not a convenient or appropriate forum or otherwise.

14. Termination

14.1. Subscriber may terminate this Subscriber Agreement upon thirty (30) calendar days written notice to OneChronos.

14.2. Subscriber will continue to be obligated to pay charges incurred up to and including the date of termination and to accept transactions already effected on its behalf by OneChronos.

14.3. Subscriber will remain a Subscriber and therefore subject to this Subscriber Agreement and the Rulebook until such time as OneChronos has:

14.3.1. notified the Subscriber that its access to the OCX MTF has been withdrawn; and

14.3.2. OneChronos has cancelled the Subscriber's access to the OCX MTF.

14.4. Post-withdrawal, Subscriber shall continue to be liable for any act or omission that occurred throughout the duration it remained a Subscriber.

14.5. OneChronos may suspend or terminate Subscriber if it determines, in its sole judgement, that:

14.5.1. Subscriber has breached any material term of this Subscriber Agreement and fails to cure such breach within five (5) Business Days after OneChronos provides Subscriber with written notice thereof;

14.5.2. The FCA, the AFM or another Relevant Regulator or governmental authority, as applicable, has suspended, terminated or revoked Subscriber’s membership or suspended, terminated or revoked Subscriber’s registration as a broker-dealer;

14.5.3. Subscriber fails to meet its obligations under the Rulebook, including but not limited to failing to meet the Eligibility Criteria; or

14.5.4. Subscriber is engaged in activities that OneChronos reasonably determines are detrimental to OneChronos or other Subscribers of the MTF.

15. Survival

15.1. Sections 6, 9, 10, 14 shall remain in effect after termination of this Subscriber Agreement.

16. Notices

16.1. Any notice or other communication hereunder will, unless otherwise expressly provided, be given in writing and delivered by email, mail, certified or registered mail (return receipt requested), hand (with receipt confirmed in writing), or reputable overnight courier, to the address of Subscriber or OneChronos listed below, or to such other person or address as Subscriber or OneChronos may designate in writing to the other Party. Notice shall be deemed given on the date it is delivered to such address.

Address(es) for notices to Subscriber:

Attention:	**Attention:**	**Attention:**
Email:	**Email:**	**Email:**

Address for notices to OCX EU MTF:
OneChronos Markets NL B.V. Strawinskylaan 357 1077XX, Amsterdam, Netherlands
ops_europe@onechronos.com

Address for notices to OCX UK MTF:
OneChronos Markets UK Limited, 22 Cowper Street, London, EC2A 4AP, United Kingdom
ops_europe@onechronos.com

17. Relationship of the Parties

17.1. Nothing in this Subscriber Agreement or the Rulebook or in the relationship between the Subscriber and any other Party shall be construed to create an agency, partnership, joint venture, fiduciary duty or equitable duty on the part of OCX UK or OCX EU toward the Subscriber, or between OCX UK and OCX EU, which would obligate it to accept responsibilities more extensive than those set out in this Subscriber Agreement or the Rulebook unless strictly required by virtue of Applicable Law.

18. Assignment

18.1. Neither this Subscriber Agreement nor any part hereof may be assigned (whether by operation of law or otherwise) by Subscriber without the prior written consent of OneChronos (such consent not to be unreasonably withheld) and any such purported assignment shall be void. OneChronos may assign this Subscriber Agreement or any part hereof (including any addenda, schedules or exhibits) without the prior written consent of Subscriber; provided, that OneChronos provides written notice of such assignment to Subscriber as soon as reasonably practicable.

19. Severability

19.1. If any provision of this Subscriber Agreement is held by a court or other governing body of competent jurisdiction to be illegal, invalid, or unenforceable, under the applicable present or future laws effective during the term of this Subscriber Agreement, then such provision will be fully severable, and this Subscriber Agreement will be construed and enforced solely with respect to the Subscriber Agreement covered by such holding, as if such illegal, invalid, or unenforceable provision never comprised a part of this Subscriber Agreement. The remaining provisions of the Subscriber Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision, and there will be added automatically as a part of this Subscriber Agreement a provision as similar in terms to such illegal or unenforceable provision as may be possible and be legal, valid, and enforceable.

20. Publicity

20.1. OneChronos may use Subscriber's name and logo in connection with a listing of customers. Subscriber may revoke such consent on written notice to OneChronos.

21. Amendments; Waiver

21.1. Except as otherwise provided in this Subscriber Agreement, no provision of this Subscriber Agreement may be amended, modified or waived unless such amendment, modification or waiver is approved in writing by a duly authorised officer of each Party. The delay or failure by a Party to insist upon performance of any provision of this Subscriber Agreement by the other Party or to exercise any right conferred under this Subscriber Agreement shall not be construed as a waiver of such term, condition or right, and such term, condition or right shall remain in full force and effect.

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22. Prior Agreements

22.1. This Subscriber Agreement supersedes any prior agreements and understandings between the Parties with respect to the subject matter hereof, and supersedes any prior oral or written agreement, understanding or arrangement between the Parties.

23. Counterparts

23.1. This Subscriber Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one document.

24. Third Party

24.1. This Subscriber Agreement and the Rulebook shall not be construed to create any third-party beneficiaries. Except as expressly set forth in the Subscriber Agreement or Rulebook, no rights or benefits shall insure to any third-party.

IN WITNESS WHEREOF the Parties have executed this Subscriber Agreement by their duly authorised signatories:

	[Subscriber]	**OneChronos Markets UK Limited**
Signature:		
Name:		
Title:		
Date:		

	[Subscriber]	**OneChronos Markets NL B.V.**
Signature:		
Name:		
Title:		
Date:		

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