

January 1, 2016

## BUSINESS CONTINUITY TRADING ROOM POLICIES

This Exhibit sets out the service levels and applicable terms for the Business Continuity Trading Room (“BCTR”) Products. There are four different categories of this Product -- Select Shared BCTR, Select Exclusive BCTR, Dedicated BCTR, and Private Suite BCTR. The BCTR category and other specifics will be as listed on the Order.

### 1. BCTR Product Categories.

**A. Select Shared BCTR.** This Product is provided in a standard BCTR that is not dedicated exclusively to a single Customer. Up to four (4) separate Customers may purchase this Product for any single BCTR. Among these four (4) Customers, access to this Product will be provided pursuant to priority procedures described in Section 2. Customer expressly acknowledges and agrees that it may not have access to the BCTR if another Customer has established priority and this lack of access will not be considered breach of the Agreement or a violation of the Service Level Agreement.

**B. Select Exclusive BCTR.** This Product is identical to Select Shared BCTR, except that of the four (4) separate Customers who may purchase this Product for any single BCTR, not more than one (1) will be from any single exclusion zone (“Exclusion Zone”). An Exclusion Zone is a particular region within a metropolitan area identified by Gaohong after considering the locations of power substations, telephone exchange offices, and the proximity of financial institutions. Customer expressly acknowledges and agrees that it may not have access to the BCTR if another Customer has established priority and this lack of access will not be considered breach of this Agreement or a violation of the Service Level Agreement.

**C. Dedicated BCTR.** This Product is provided in a standard BCTR that is dedicated exclusively to a single Customer and will be available to that Customer on a 24/7/365 basis. For avoidance of doubt, Customer must still submit notices and be subject to BCTR Test limitations as provided below. Any additional Gaohong support may require additional charges as agreed by the Parties.

**D. Private Suite BCTR.** This Product is identical to Dedicated BCTR except that Gaohong and Customer will cooperate to determine a mutually acceptable set of custom specifications for the physical, mechanical and electrical design of the Private Suite BCTR and will specify those in the Order. Gaohong will also assist Customer in configuring operating procedures for on-going daily operations and remote communications between the BCTR and the Customer's Licensed Space in the IBX Center.

### 2. BCTR Procedures.

**A. BCTR Test.** In any twelve (12) month period, Customer may conduct two separate BCTR tests (“BCTR Tests”) with a combined total of ninety-six (96) hours of testing and in no event may any BCTR Test exceed three (3) consecutive days. To request a BCTR Test, Customer should call the Gaohong Service Desk (“GSD”) (or other number as designated by Gaohong from time-to-time) at least two (2) weeks prior to the proposed BCTR Test. Upon receipt of such request, Gaohong will confirm BCTR availability and send a written confirmation to Customer. Notwithstanding anything to the contrary, Gaohong may reschedule or discontinue a BCTR Test if Gaohong receives a valid Invocation Request that requires use of the BCTR Product being tested.

**B. BCTR Invocation Request.** Except for scheduled BCTR Tests, Customer may not access or occupy a BCTR until Gaohong accepts a properly submitted invocation request (“Invocation Request”). Customer may submit an Invocation Request only if Customer's computer system and/or trading environment at the address set forth on the Order experiences

an unplanned occurrence or circumstance such as fire, flood, hardware/software failure, or sabotage which results in its complete or partial unavailability ("Qualifying Event"). To submit an Invocation Request, Customer's Authorized Person should call the GSD ("Hotline") after the Qualifying Event and then email or fax to Gaohong a completed Invocation Request form within three (3) days of the initial call. For the purpose of determining access priority for Select BCTR Products, the Invocation Request shall be deemed received by Gaohong on the date and time the Hotline logs receipt of the Invocation Request telephone call. Invocation charges may apply.

**C. BCTR Occupation.** Upon receiving a valid Invocation Request, Gaohong will promptly prepare the BCTR for Customer, including switching on lights and air conditioning if necessary, and pre-positioning security access badges.

(i) For Select Shared and Select Exclusive BCTR Products, Customer may occupy the BCTR during a Qualifying Event for up to fourteen (14) days (inclusive) per year at no additional charge beyond what is specified in the Order. If Customer exceeds this amount, then Customer may occupy the BCTR for an additional period of up to twenty eight (28) days at the additional daily use charge ("Daily Use Charge") as specified in the Order. If the Qualifying Event extends beyond this period, Customer may occupy the BCTR at the Daily Use Charge only if Gaohong consents in its sole discretion and Customer must vacate immediately upon Gaohong's request. Customer may incur Smart Hands charges for additional support services as agreed by the Parties.

(ii) For Dedicated and Private Suite BCTR Products, Customer may occupy the BCTR for the entire length of a Qualifying Event at no additional charge beyond what is specified in the Order, excluding invocation charges and Smart Hands charges for additional support services as agreed by the Parties.

**D. Cessation Notice.** At the conclusion of Customer's Qualifying Event, Customer must notify Gaohong that it will be vacating use of the BCTR immediately. Customer should call the Hotline and Gaohong will send a written confirmation.

**E. Customer Responsibilities.** For all BCTR Products, Customer will: (i) obtain: (a) its own transportation to and from the BCTR unless otherwise pre-arranged with and agreed to in writing by Gaohong; (b) all software licenses for any software used by Customer in the BCTR; (c) all appropriate rights to transfer its receipt to and use any financial information services to and at the BCTR; (d) all call forwarding or other telecommunications arrangements to properly route its voice calls to the BCTR; and (e) all required supplies (including office supplies), materials and storage media that are not provided with the configuration set forth in the Order; (ii) additionally, Customer will: (a) provide Gaohong with a list of service requirements and names of Authorized Personnel and notify Gaohong in writing of any changes to this list as appropriate; (b) keep the BCTR clean and in good repair so as not to interfere with site operations; (c) comply with all Gaohong policies and ordinances, regulations, by-laws, rules and requirements of any landlord, governmental or other competent authority relating to the use and occupation of the BCTR and indemnify Gaohong against all actions, costs, expenses, claims and demands in respect of any breach or non-observance of such; and (d) upon cessation of BCTR occupation, remove only equipment that is owned by Customer, remove all Customer's proprietary applications and data from the BCTR workstation and restore any application and data that is owned by Gaohong, provided however, this subsection (d) does not apply to Dedicated or Private Suite BCTR Products.

### 3. BCTR Service Level Agreement.

#### A. BCTR Preparation.

Gaohong will provide BCTR Products to the Customer as described herein and in the Order, no later than two (2) hours after accepting a valid Invocation Request from Customer BCTR Authorized Personnel. Subject to Section 2E, if Gaohong is unable to provide BCTR Products within two (2) hours after accepting a valid Invocation Request and Customer elects not to accept the BCTR Products, Customer may request a service credit of one (1) month's MRC paid by Customer for the affected Product for every additional hour of delay, subject to a maximum of six (6) months MRC.



**B. 99.999% Uptime.**

If some or all of the BCTR Product is not usable for a period exceeding five (5) consecutive minutes during Customer's occupation, ("Temporarily Unusable Product"), subject to Section 2E, Customer will be entitled to a credit for each consecutive five (5) minute period that such Temporarily Unusable Product is unusable. The credit for each five (5) minute period shall be equal one seven hundred twentieth (1/720) of the MRC for the affected Product.

**C. Remedy.**

These credits are Customer's sole and exclusive remedy for interruptions, suspensions, failures, defects, delays, impairments or inadequacies in any of the Products. Notwithstanding the foregoing, Customer will only have the right to receive a credit if Customer notifies the GSD within twenty-four (24) hours of its inability to use the Temporarily Unusable Product and the Temporarily Unusable Product is not usable for reasons other than due to the actions or omissions of Customer, Customer's Equipment, or circumstances or events beyond Gaohong's control.

