# Payment Schedule

**Version 1.5**

## 25 March 2016

### Payment Schedul

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**Why is this document important?**

This Payment Schedule forms part of and is governed by the terms of the Agreement. It sets out terms and conditions which apply to the calculation and payment of Fees for Products made available under the Agreement. In addition to the Products and Fees listed below, from time to time there may be Fees specified on an Order Form countersigned by Chi-X or calculated in accordance with the Product Manual (e.g for audit costs). Capitalised terms have the same meaning as in the General Terms & Conditions and the Product Manual unless otherwise specified in this document. Chi-X may amend this document from time to time in accordance with the General Terms & Conditions.

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1. **FEES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Product** | **Installation** | **Monthly recurring** | **Additional Terms** | **Notice Period** | **Fees effective** |
| **Network Connectivity** | | |  |  |  |
| Copper port | ¥ 20,000 per port | ¥ 20,000 per port |  | 30 days | 1 February 2016  (for existing customers, 1 May 2016) |
| Fiber port – 1Gb | ¥ 120,000 per port | ¥ 30,000 per port |  | 30 days | 1 January 2014 |
| Fiber port – 10G (Cross Connect only) | ¥ 200,000 per port | ¥ 40,000 per port |  | 30 days | 1 January 2014 |
| VPN Connection (UTE only) | - | ¥10,000 per connection |  | 30 days | 1 January 2014 |
| Cross Connect  (Limited availability. Primary DC only) | ¥ 20,000 | ¥ 20,000 | This is for participants/vendors who are coming from outside of @Tokyo or other co-location area in @Tokyo. | 30 days | 1 February 2016 |
| **Trading Interface** | | | |  |  |
| FIX Order and Execution Session | - | Session 1-4, ¥ 30,000 per session  Session 5-9, ¥ 27,500 per session  Session 10-14, ¥ 22,500 per session  Session 15-19, ¥ 20,000 per session Session 20-24, ¥17,500 per session Session 25 and above ¥ 15,000 per session | For Participants, first 2 sessions waived.  FIX bundling applies to fee liable sessions and not to waived sessions. | 30 days | 1 January 2014 |
| CHIXOE Shared Server –  5 session package with hot-failover capability | ¥ 400,000 | ¥150,000 | 1 year Minimum Term | 30 days | 1 January 2014 |
| CHIXOE Shared Server – Additional session | ¥ 80,000 | ¥ 40,000 |  | 30 days | 1 January 2014 |
| CHIXOE Dedicated Server –  Unlimited sessions without hot-failover capability | ¥ 1,500,000 | ¥ 140,000 |  | 30 days | 1 January 2014 |
| CHIXOE Dedicated Server – Unlimited sessions with hot- failovercapability | ¥ 3,000,000 | ¥ 160,000 |  | 30 days | 1 January 2014 |

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| **Product** | **Installation** | **Monthly recurring** | **Additional Terms** | **Notice Period** | **Fees effective** |
| Hosted Risk Controls (HRC) - FIX | ¥ 50,000 | ¥ 350,000 | Includes cross connect from Licensed HRC Area into Chi-X Systems. | 90 days | 1 January 2014 |
| Hosted Risk Controls (HRC) – CHIXOE | ¥ 50,000 | ¥ 450,000 | Includes cross connect from Licensed HRC Area into Chi-X Systems. | 90 days | 1 January 2014 |
| Co-location  ***(Primary DC only)*** | ¥ 500,000 | ¥ 300,000 | One Full Rack (W700xD1000xH2200, 42U), 2 connections for external telecom lines, 100V 20A 3kVA Power, cross connect from Licensed Colo Area into Chi-X Systems. | 90 days | 1 January 2014 |
| Co-location – Additional connection for external telecom lines | ¥ 20,000 | - |  | 30 days | 1 January 2014 |
| Co-location – Additional 200V 20A Power | ¥ 80,000 | - |  | 30 days | 1 January 2014 |
| On-behalf of Comp ID | - | - |  | - | - |
| Kill Switch | - | ¥ 70,000 per session |  | 30 days | 1 November 2014 |
| Hosting Service | - | ¥ 50,000 per 1U | Part-rack (1U), power usage for a 1U device, 2 connections for external telecom lines, installation of Customer Hosting Equipment, cross connects into the Chi-X Systems and 1 Remote Hands service request per month. | 30 days | 13 July 2015 |
| Hosting Service - Remote Hands | - | ¥ 25,000 per service request for the first 2 hours  ¥ 10,000 per hour thereafter | Customers subscribing to the Hosting Service receive free the first Remote Hands service request per month per 1U Hosting Service subscription.  Transit time is counted towards the request time required. | - | 13 July 2015 |
| **Market Information: Direct Access to Feeds** | | | |  |  |
| Drop Copy - Full feed | - | ¥ 30,000 per session | One Drop Copy session can handle up to 5 FIX sessions | 30 days | 1 January 2014 |
| Drop Copy - Full feed + Kill Switch | - | ¥ 100,000 per session |  | 30 days | 1 November 2014 |
| Drop Copy - Unsolicited Trade Report | - | ¥ 20,000 per session | One Drop Copy session can handle | 30 days | 1 January 2014 |

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| **Product** | **Installation** | **Monthly recurring** | **Additional Terms** | **Notice Period** | **Fees effective** |
| (Execution Report only) |  |  | up to 5 FIX sessions |  |  |
| CHIXMD session | - | ¥ 30,000 per session |  | 30 days | 1 February 2016  (for existing customers, 1 May 2016) |
| **Market Information: Chi-X Data Licences** | | | |  |  |
| VENDOR FIRM LICENCE  – for direct access and redistribution | - | ¥ 1,000,000 | Waived if Vendor is a Participant or if Vendor is only distributing via OMS/EMS.  Waived if distributing Delayed Data only. | 30 days | 1 January 2014 |
| SUB-VENDOR LICENCE  – for indirect access and redistribution | - | ¥ 600,000 | Waived if Vendor is a Participant or if Vendor is only distributing via OMS/EMS.  Waived if distributing Delayed Data only. | 30 days | 1 January 2014 |
| CONSUMER FIRM LICENCE  – for direct access and internal use only | - | Waived |  | 30 days | 1 January 2014 |
| **Market Information: Data Usage Rights** | | | |  |  |
| Display Devices | - | ¥ 1,000 per ID/device |  | 30 days | 1 February 2016  (for existing customers, 1 May 2016) |
| Non-Display | - | Waived |  | 30 days | 1 January 2014 |
| Delayed Data Licence | - | Waived |  | 30 days | 1 January 2014 |
| Datafeed | - | Waived |  | 30 days | 1 January 2014 |
| Financial Products | - | POA |  | 30 days | 1 January 2014 |
| Indices | - | POA |  | 30 days | 1 January 2014 |

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| **Product** | **Installation** | **Monthly recurring** | **Additional Terms** | **Notice Period** | **Fees effective** |
| Public Display | - | ¥ 100,000 | Waived if distributing Delayed Data only. | 30 days | 1 January 2014 |
| Web Hosting | - | POA |  | 30 days | 1 January 2014 |
| Historical Data | - |  | 3 months - ¥ 10,000  Up to 6 months – ¥ 30,000 Up to 1 year – ¥ 50,000 Full terms – Please consult | 30 days | 1 February 2016 |
| **Other Products** | | | |  |  |
| User Test Environment (UTE) | - | ¥ 15,000 per FIX session  ¥ 20,000 per CHIXOE session  ¥ 15,000 per CHIXMD session | First 5 FIX/CHIXOE sessions waived for all Customers.  First 5 CHIXMD sessions waived for Participants.  First 2 CHIXMD sessions waived for all Customers other than Participants. | 30 days | 1 January 2014 |
| Weekend Testing | - | Regular Testing – Free of Charge Additional Testing(s) – Please consult |  |  | 1 February 2016  (for existing customers, 1 May 2016) |

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#### ORDERING AND CANCELLING PRODUCTS

* 1. **Ordering**: To order a Product or amend a previous order, the Customer must submit an Order Form. Chi- X is under no obligation to make available Products which have not been requested on an Order Form countersigned by Chi-X. Product Term is governed by section 4 of the General Terms & Conditions.
  2. **Cancellation**: Where a Product has a Minimum Term specified or a Minimum Term is agreed between the parties, notice to cancel that Product cannot be given until after the end of the Minimum Term. Where a Customer wishes to cancel a Product subscription it must give prior written notice in accordance with the relevant Notice Period. The cancellation will take effect at the end of the billing cycle after the expiry of the Notice Period and the Product will be available and Fees are payable up until that date. For example, if the Notice Period is 30 days and the Customer gives notice on 15th July to cancel a Product subscription, the Notice Period will expire on 14th August. However, the Product would continue to be made available and the Customer would be required to pay for the Product up until the end of August if that Product has a monthly billing cycle.

#### PAYMENT

* 1. Fees are payable from, and including, the month in which the Product Commencement Date falls.
  2. Customer is liable to pay all applicable Fees for Products ordered or received and authorised or unauthorised use of Products supplied via the Customer (including all use, authorised or unauthorised, by third parties of Chi-X Data supplied via the Customer Services), except where specified otherwise in the Agreement.
  3. Except where otherwise expressly permitted in the Agreement, the Customer has no right of setoff or other right to recover or otherwise seek reimbursement of the Fees in the event of a suspension or cancellation of a Product.
  4. **Payment Term**: All Fees are billed in arrears and are due within 28 days of the date of the invoice, unless specified otherwise in the Agreement.
  5. **Payment Method**: All Fees must be paid by electronic funds transfer.
  6. **Consequences of Non-payment**: If any undisputed Fees are outstanding after the Payment Term. Chi-X may give notice to the Customer of the outstanding Fees and if the Customer fails to make payment within seven (7) days from such notice:
     1. then those outstanding Fees may be subject to interest at the rate of 10% per annum until the outstanding Fees and interest have been paid by the Customer;
     2. Chi-X may, immediately and without liability or prejudice to its other rights and remedies, suspend availability of the Products until the outstanding Fees and any applicable interest have been paid by the Customer.

3.7 **Taxes:** All Fees are exclusive of Japanese consumption tax or any other similar tax or levy which may be payable thereon. Chi-X will add any such taxes or levies to its invoices at the rate prescribed by legislation from time to time, and the Customer shall pay such taxes or levies together with and in addition to the Fees. Each Party is solely responsible for any income taxes it may owe in any jurisdiction.

– END --

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