

RCG00115229



RCG Onyx® is Rosenthal Collins Group's exclusive electronic trading platform that allows you to easily trade global futures products electronically

RCG00115230

Page 220 of 418 TTX03254979

# **Key Points**

**VERY, VERY FAST!!!!!** 

Automatic updates upon login!

ABV window provides market depth and multiple synthetic orders

View statements and account information on RCG Onyx Web ® Optional charting package

Price thermometer allows at a glance market movement regulation

Multiple windows facilitate multi-market trading Live streaming market data that constantly moves with the markets

# Platform Features

The Contracts Window

filter

The ABV Window

iceberg orders, trailing stops and bracket orders

The Positions Window

streaming profits and losses

Orders, Quotes, Fills and Ticket Windows

RCG Onyx ® Web

risk management, quotes, statements and charts

# Conclusion

The ABV window was designed to give you a view of market depth and offer the ability to place synthetic orders.

RCG Onyx ® Web offers you access to all of your account information including up-to-date statements from the GMI load.

Other windows, such as the quotes, orders and fills windows allow you to access all the information you need.



RCG00115234

Page 224 of 418 TTX03254983

### Script for Professional Traders Follow Outline

The Contracts Screen: Offers contracts from almost all the world's exchanges

- Demonstrate the FILTER
  - Ex. Demo: Find E mini S&P 500, Sep '08
- The Spreader (see attachment for instructions)
  - > To set up a spread position you will need to select new spread on the bottom of the contracts screen.
  - From here you will be able to set up and save your spread for later use.
- Show how to drag contracts into the ABV (transition to ABV)

PLEASE READ BEFORE PRESENTATION: The ABV screen is very important to professional traders and is probably the only screen that they will pay attention to. Most professional traders will understand the basics of the ABV, like pricing information and the different columns. You should go into depth when explaining bracket, trailing stop and iceberg orders. Manually demonstrate each of these and also how to place limit and stop orders.

#### The ABV Screen: (Ask Bid Volume)

Lets you see market depth

\*\*\* Show how to open many ABV windows at one time

- \*\*Turn off all alerts and order confirmation keys!
  - The price column
    - high / low and last traded
      - o red- high
      - oblue-low
      - ogray-last traded
    - price thermometer
      - ogreen-upward movement
      - o red- downward movement
      - o yellow- no change
    - center button (last traded price)
  - The STQ and BTQ columns
    - Your total quantity of buys and sells
  - The Buy and Sell columns
    - Display type of order (limit, stop, etc.)
  - Demonstrate: (attached are instructions for iceberg, bracket and trailing stops)
    - Market order
      - Placed by either left clicking in the buy or sell columns at the current market price, or by opening the actions key and choosing market buy or market sell
    - Limit order
      - Placed by left clicking in the bid or ask column at your desired price

RCG00115372

Page 225 of 418 TTX03254984

- Stop order (enable right click)
  - Placed by right clicking in the bid or ask column at your desired price

#### Iceberg order

- Open the synthetics window and choose "iceberg"
- Set parameters
  - Clip size
  - Random
  - Delay time
  - Random
- Choose "iceberg" in the link drop down
  - Point out the orange ABV
  - Execute

#### Bracket order

- Open the synthetics window and choose "bracket"
- Set parameters
  - Profit target
  - Loss target
  - Order types

#### Trailing stop order

- Open the synthetics window and choose "Tstop"
- Set your parameters
  - Initial Stop Loss
  - Profit Adjust to Breakeven
  - Adjust on Movement
  - Adjust Amount

#### Mention:

- Trades will be executed on a first in-first out basis
- All orders are day orders only, not good till cancelled
- Not a static ladder, the ABV screen moves constantly with the market
- Open the settings and choose to see the Volume on the side (show the ABV with Volume enabled)

(Please know that while all other screens are customizable due to patents the ABV is not)

#### The Quotes Screen:

- Show how to drag from contracts
- Demonstrate how to access "CHARTS"
- Remove a contract from the screen
- Customizable
  - > demonstrate by changing the column headers

#### The Positions Screen:

Page 226 of 418

- Shows your Profits and Losses that are real-time and loaded from the GMI
- Show how to cancel an order

RCG00115373

#### The Ticket Screen:

• Point out the ticket screen, no need to explain

#### The Orders Screen:

- Displays reasons for order rejection
- Amend or cancel working orders

#### The Fills Screen:

• Shows filled order information

#### RCG Onyx ® Web:

- Gives you the ability to view your in-depth information and allows you to upload it into spreadsheets or send the information via email.
- Allows you to view account statements up to 30 days previous and view monthly statements up to 6 months previous.
- RCG Onyx ® Web contains <u>all</u> information for an account. This includes positions taken outside of RCG Onyx ®, like orders called in or made on the floor as well as orders made on other platforms.
- It is linked to our data file and is **always correct**, so **discrepancies can be resolved** by viewing statements and positions in RCG Onyx ® Web.
- Checking RCG Onyx ® daily will help you monitor your positions and help keep an eye on your account
- You can view risk management information MENTION CHAS MARGINING!
  - -Cash margining takes into account your account balance and weighs it against the margin coast for the exchange. The result is your buying power. If you buying power decreases so will your ability to execute orders.
- You are able to see your fat finger, aggregate and daily loss limits.
- You can view your balance, positions, transactions, statements, reports, orders, fills and charts as well as exchange information and contract information.
- You can access charts to help you interpret and predict market trends

Page 227 of 418 TTX03254986

#### How to use RCG Onyx® 2

(This information is meant to provide a more detailed explanation of the different functions of RCG Onyx® 2. Please use the above outline for your demonstration, do not read off of the following information.)

<u>The Quotes Screen:</u> primary function is to provide live streaming market data for any contracts available to you.

- 1. To view a contract in the quotes screen simply drag and drop the contract you would like to view. (Demonstrate this with the contracts screen)
- 2. You can enter an order in the quotes window by selecting the trade button and a ticket window will appear.
- To remove a contract from the quotes screen, click the gray button and select remove.

<u>The Contracts Screen:</u> The contracts screen allows you to choose contracts from almost all the world's exchanges.

- The most important feature on the contracts screen to explain is the filter!
   The filter is located at the bottom of the screen. You can type the letters or names of a contract and also specify dates by month and year to narrow your search.
- 2. In September the spreader will be added to RCG Onyx®. Please make sure that you are up to date with this technology.

**<u>The Positions Screen:</u>** allows you to monitor overall positions and your profits or losses.

- 1. You can filter this screen by all or one account.
- 2. In the positions screen you can close out a position as well as set trailing stops.
- 3. You can also view your streaming, real-time profits and losses.

The Ticket Screen: allows you to place entry, closing and specialized orders.

- 1. In the ticket screen you can place limit, stop, stop-limit and iceberg orders.
- 2. You can view current bid and ask information
- 3. Change quantities and buy or sell orders

<u>The Orders Screen:</u> displays current orders in a configurable grid.

- 1. This screen makes troubleshooting easier because you can view your account(s) and understand reasons for rejections, amend or cancel working orders and view details for filled orders.
- 2. This screen can be filtered by account, side or state.
- 3. You can change the value of an order by right clicking the value that you would like to change.

**The Fills Screen:** displays all filled orders.

1. You can reverse your position in the fills screen.

RCG00115375

2. The data can be filtered by account or side.

<u>The ABV Screen</u>: displays real time data for a particular contract, allowing you to get a current snapshot of the market.

\*To add a contract to the ABV window simply select a contract from the contracts screen and drag it into the ABV.

\*Once a contract has been added to the ABV you can do many things with it.

#### 1. Understanding columns and numbers-

- a. The price column is in the center of the ABV and the red number at the top of the price column is the daily high, the blue number at the bottom is the daily low and the gray number at the bottom is the last traded price.
- b. The price thermometer (the green or red bar next to the price column) indicates the direction of the market since the time you logged on or opened the contract in the ABV. If it is red the market has moved down, if it is green the market has moved up and the number indicates how many ticks it has moved in either direction.
- c. The BTQ column and STQ column display the total number of buy and sell orders that you have placed.
- d. The Buy and Sell columns display the type of order that you have placed (limit, stop, etc.) and the quantity of that order.
- e. The Bid and Ask columns display the total number of bids or asks for a particular price. The number under the bid column is your net position and the number under the ask column is the net change for the day.

#### 2. Placing orders in the ABV

- a. Market Orders can be placed with a ticket or in the ABV window by selecting the actions button and choosing market buy or market sell. You can also place a market buy or sell order by left clicking the bid or ask column at the market price.
- **b.** Limit Orders can be placed in two ways in the ABV. You can either left click in the bid or ask column at the price you would like to buy or sell or you can open the ticket window and set a limit order.
- c. Stop Orders can be issued in the ABV. Choose the quantity you would like to place the order for using the pad key, then click on "settings" (which is on the toolbar), select the tab "Ticket/ABV" and choose the option to "enable right-click stop order". Then you will be able to issue a stop limit order by right clicking in the bid or ask column on the ABV screen.
- d. Tstop Orders can be placed in the ABV window by opening the synthetics button. You must then select tstop both in the synthetics screen and in the link drop down. A tstop screen will open and allow you to set the parameters for your order.
- e. **Bracket Orders** can be placed the same way you placed a tstop order. Open the synthetics button and choose bracket in both the synthetics screen and the link drop down and then set your parameters.

RCG00115376

Page 229 of 418 TTX03254988

f. Iceberg Orders can be placed the same way you placed a bracket or tstop order. Open the synthetics button and choose iceberg in both the synthetics screen and the link drop down and then set your parameters.

#### 3. <u>Settings and Main</u>

- **a.** You can choose to change the **settings** in the ABV. You can make certain keys active or inactive and choose to see implied pricing.
- b. The main key allows you to change accounts or contracts in the ABV.

#### RCG Onyx® Web:

- 1. Allows you to view account statements up to 30 days previous and view monthly statements up to 6 months previous.
- 2. RCG Onyx® Web contains <u>all</u> information for an account. This includes positions taken outside of RCG Onyx®, like orders called in or made on the floor as well as orders made on other platforms.
- 3. It is linked to our data file and is always correct, so discrepancies can be resolved by viewing statements and positions in RCG Onyx® Web.
- **4.** Statements and reports can be emailed directly from RCG Onyx® Web and also can be uploaded into Excel spreadsheets.
- 5. You can view your risk management information, view fat finger limits, daily loss limits, aggregate limits and buying power (for more information on cash margining please contact risk).
- 6. You can view your balance, positions, transactions, statements, reports, orders, fills and charting as well as exchange information and contract information. (Manually go through the functions of RCG Onyx® Web)

#### Cash Margining:

RCG Onyx® recently added Cash Margining to our Risk Management tools. Cash margining measures your buying power by measuring funds in your account against the exchange margins. Exchange margins are taken nightly from the GMI load for the following day. When you run out of buying power you will no longer be able to execute orders on ANY contract. This feature is more protective than strictly limit based risk management because it takes into account your equity and will not allow you to trade if you do not have the funds available. This prevents risk and IBs from constantly needing to chase down limits. It helps protect against large losses and gives traders access to more contracts because they have more protection.

Example: With limits set a trader could feasibly have many open positions across different products that if all are executed they can have great losses. With cash margining they will not be aloud to take on any additional positions once there account balance has gone too low for the exchange margin cost.

Page 230 of 418 TTX03254989

#### RCG Onyx Webinar Series Webinar 3: Tips and Tricks of the ABV

Introduction: Welcome! Today we will be delving into the ABV window and

discovering all the little nuances of the ABV.

ABV stands for "Ask Bid Volume", a very appropriate name for

this screen which displays live market depth.

**Overview:** When looking at the screen, I am viewing quite a lot of pertinent

information.

The buy side, highlighted in blue (like the ticket), is on the left and

the sell side, highlighted in red, is on the right.

The BTQ and STQ columns will show the total quantity you are buying or selling at any price and the buy and sell columns will show individual orders and order types broken out and

consolidated.

We display the current bid and offer quantities up to ten ticks deep

depending on what is available from the exchange.

The Quantity column shows the total number of filled orders at that price and the number in parenthesis is the last quantity filled at

that price.

Page 231 of 418

The high of the day is shown in red at the top of the screen and the low of the day is shown in blue at the bottom. The high and low are also highlighted by a red or blue bar around the price. At the bottom of the ABV window, on either side of the low, you will see your total position on the left and the net change on the right. You will also see the last traded price in grey and your order quantity in white.

The last traded price will be highlighted and will be yellow, green or red depending on the movement of the market. The price thermometer is the red or green bar that changes dynamically to reflect market movement since you added this contract to the window. You can center the thermometer by clicking the "Center" button at the top. You can also change the last traded price highlighter to reflect best bid or best offer via the ABV window settings.

The yellow box around one price within the window is your average price for all positions on that contract.

RCG00120420

TTX03254990

#### **ABV Settings:**

Now that you know what is displayed in the default ABV window, it's time to consider customizing the ABV to meet your needs. From the settings window on the bottom right of the ABV window, you can...

- Choose to center of the last traded price, best bid or best offer
- You can set visible columns to view only the columns that you prefer
  - This includes the TVAP column, which does not appear in the default view. The Total Volume at Price displays the total volume traded at each price.
- Show implied prices
- Choose to view information in different formats. I.e. show the average price outline, show prices as net change, etc.
- Change the font in the quantity pad
- Enable buttons in the actions screen

#### **Order Entry:**

Now that you've seen the basic Action buttons, let's talk about how to place an order directly on the screen. You can place a market order by left-clicking anywhere above the market on the bid or ask column. To place a limit order, left-click at the desired price and your limit order will appear. To cancel an order, simply left-click on either the total quantity in the BTQ or STQ column, or cancel one order by clicking on the individual order in the buy or sell column. You can also cancel all buy or sell orders by clicking "Cancel Buys" or Cancel Sells".

You can amend a working order by right-clicking either the total quantity or individual order and dragging it to the new desired price.

The Quantity pad allows you to adjust your order quantity. The default buttons in the quantity pad can be changed to reflect any number you want in the main Onyx settings (Show this). Keep in mind that the quantity pad does not zero out. Any values will add together unless you select zero. (Show this)

\*\*I currently have the order read-back turned on, which requires me to acknowledge all orders. This can be turned off in the Onyx settings for one-click order entry. (SHOW THIS)

#### **Actions:**

Page 232 of 418

The actions screen provides buttons for basic order entry. You can easily place a market buy or sell order by pressing the buttons. You can also cancel any working orders with one click. The center all button will center the ABV on the last traded price. The flatten and reverse buttons allow you to flatten or reverse your positions.

TTX03254991

Stop orders are available in the ABV window if you have enabled this feature in the main settings window. Once you have enabled right-click stop order entry, you can place a stop order exactly the same as a limit order. The only difference is that it will be a right-click instead of left.

#### **Synthetic Orders:**

The synthetic screen allows you to place three additional order types...

- Brackets: Used to target profits and secure against losses.
- T-stops (trailing stops): Used to lock in profit while securing against a major loss
- Icebergs: used to place large orders and show only a selected quantity at a time.

You must select the order type in the "link" drop-down to place that order type.

Notice that when working a synthetic order, the ABV window will be highlighted in orange to notify you that you are placing synthetic orders.

Go Over each!!

Main:

The main screen allows you to change accounts or contracts and select TIF order entry options

**Summary:** 

We've covered the basin columns and price information, adjusting your settings, order entry, synthetic order types and additional features. At this point I am going to wrap-up. Are there any questions?

Page 233 of 418 TTX03254992

From: RCG E-Help [Ehelp@rcgdirect.com]
Sent: Friday, February 25, 2011 11:27 AM

To: RCG E-Help

Subject: Important Onyx Message

Dear RCG Onyx User,

There will be a scheduled maintenance release on Friday, February 25, 2011 at 5:00pm CDT. It will feature a modified ABV which glides as prices move up or down and will highlight the bid quantity, price and ask quantity row. As always, all users will be prompted to upgrade upon their next login to the RCG Onyx client. This release will be seamless to WebTrader.

Please contact your broker or RCG account representative with any questions or concerns. Updated RCG Onyx system requirements can be found under the FAQ section in RCG Onyx Web.

Sincerely,

Rosenthal Collins Group, LLC Electronic Support Team Email: ehelp@rcgdirect.com

Page 234 of 418 TTX03254993





Step #1 System Requirements

Step #2 Installation Instructions

Step #3 Platform Overview

Additional Resources



### Onyx Step #1: System Requirements

- Microsoft System Setups (one of the below)
  - Windows XP (32-bit)
  - Windows Vista (32-bit or 64-bit)
  - Windows 7 (32-bit or 64-bit)
- 2.00GHz CPU
- 1 Gigabyte of Memory
- 15 Megabytes of free disk space
- 1024 x 768 Screen resolution
- High speed internet connection



### Onyx Step #2: Installation Instructions

- Within the welcome email you receive you will notice your Username and a link to set your password. Click on this link to set your password.
- Enter your password information and click "Change Password".
- Then you will be prompted to enter your Username and Password.
- 4. Click on the bownload button located on the bottom left-hand corner of the screen.
- 5. Follow the on-screen prompts to install RCG Onyx.







### Onyx Step #2: Launching RCG Onyx

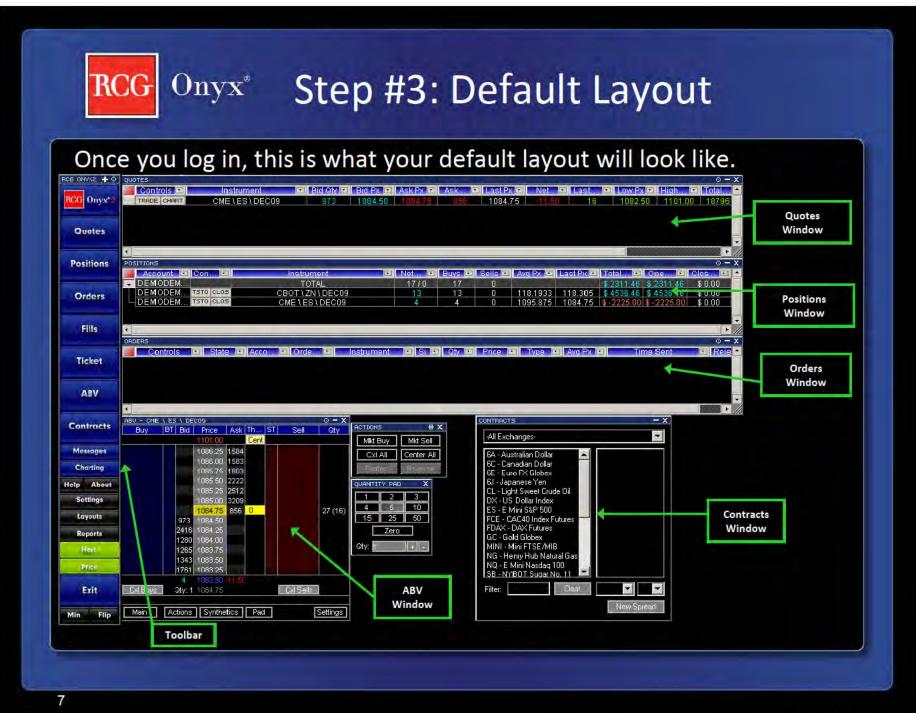
6. Once you have installed RCG Onyx an icon will appear on your desktop, double click to start the application.

- 7. Drop down menu
  - Free trial users, select Demo
  - Live trading clients, select Live





- Default Layout
- Understanding the Toolbar
- Selecting and Placing Contracts in Windows
- 2 Ways to Place a Trade
  - Ticket Window
  - ABV Window
- Before Placing a Trade in the ABV
- Placing a Trade in the ABV
- ABV Display Data
- ABV Functionality
- Other Windows





RCG Onyx

Quotes

**Positions** 

Orders

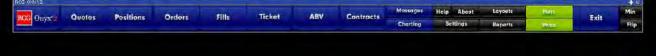
**Ticket** 

Contracts

### Step #3: Understanding the Toolbar



Flip the Toolbar to the top of your screen by clicking "Flip".



 Minimize and Maximize the platform by clicking "Min" and "Max" on the Toolbar.

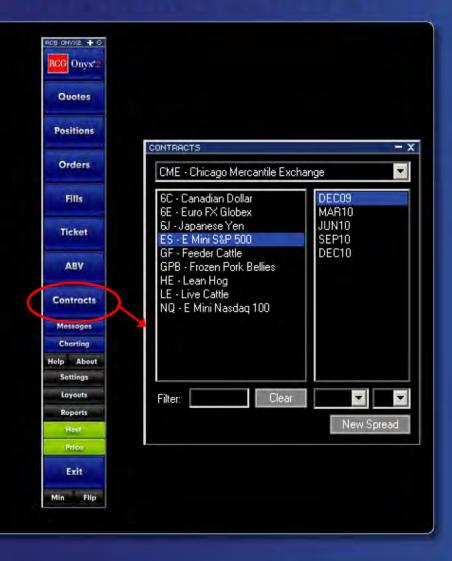


8



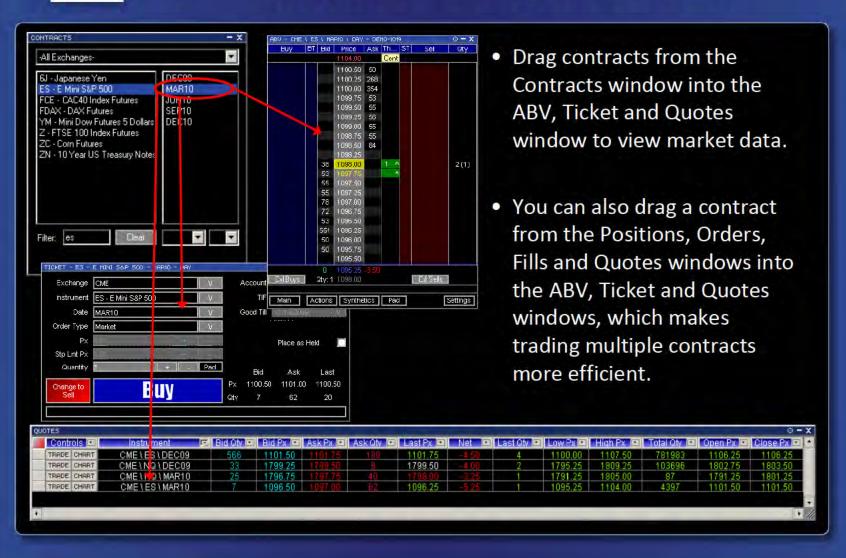
### Onyx Step #3: Selecting a Contract

- 1. Open the "Contracts" window from the Toolbar
  - From the drop-downs select:
    - Exchange
    - Select Contract
    - Select Month/Year
  - OR Type in the "Filter" field any part of the contract description
    - e.g. "ES" or "S&P"
- 2. While selecting the month/year, drag it into any window to populate the window with that specific contract/month/year.

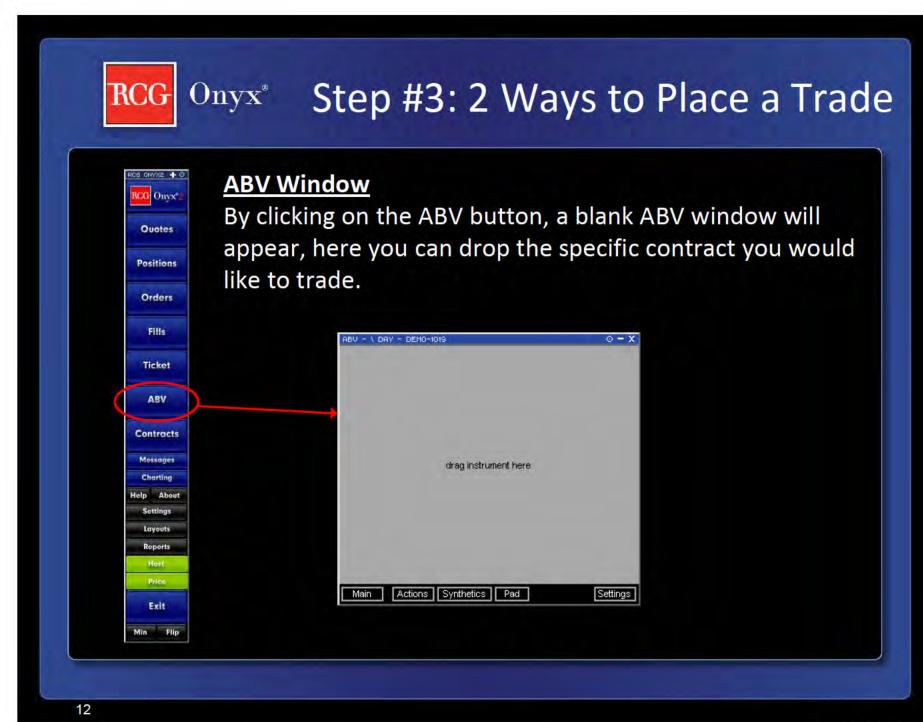


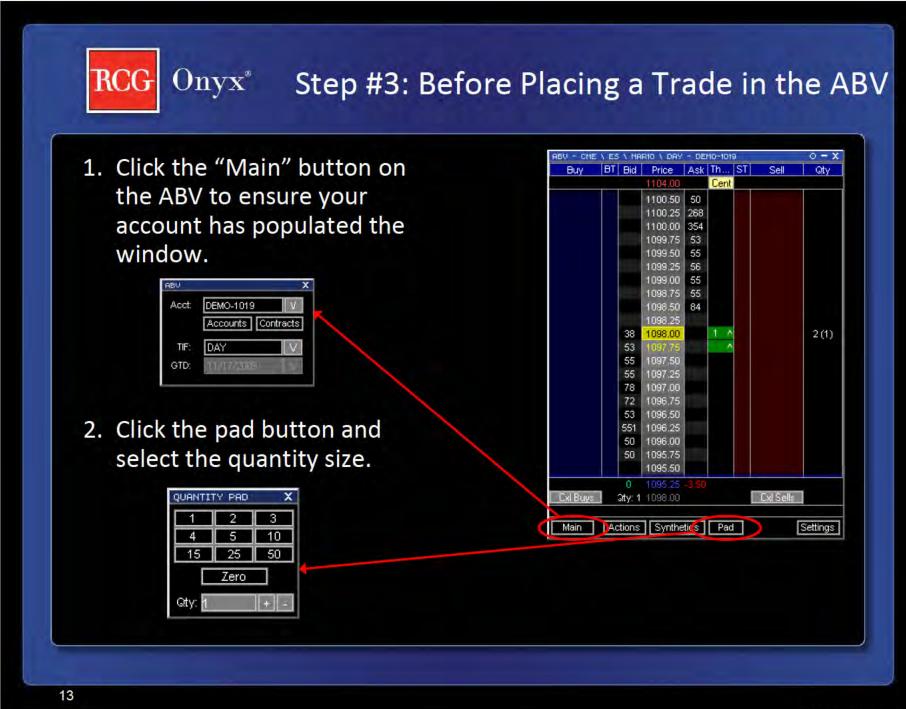


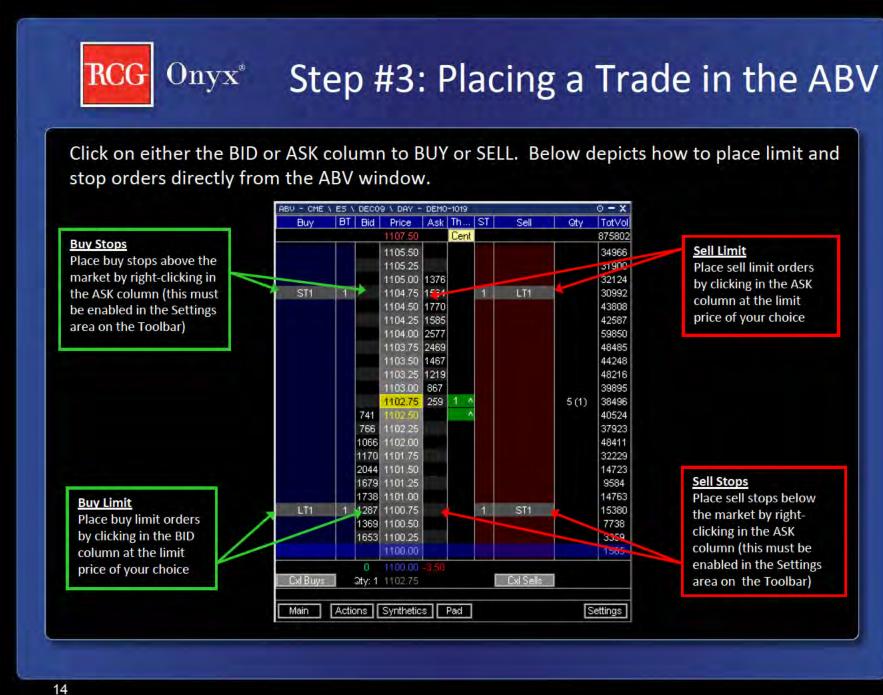
### Step #3: Placing a Contract

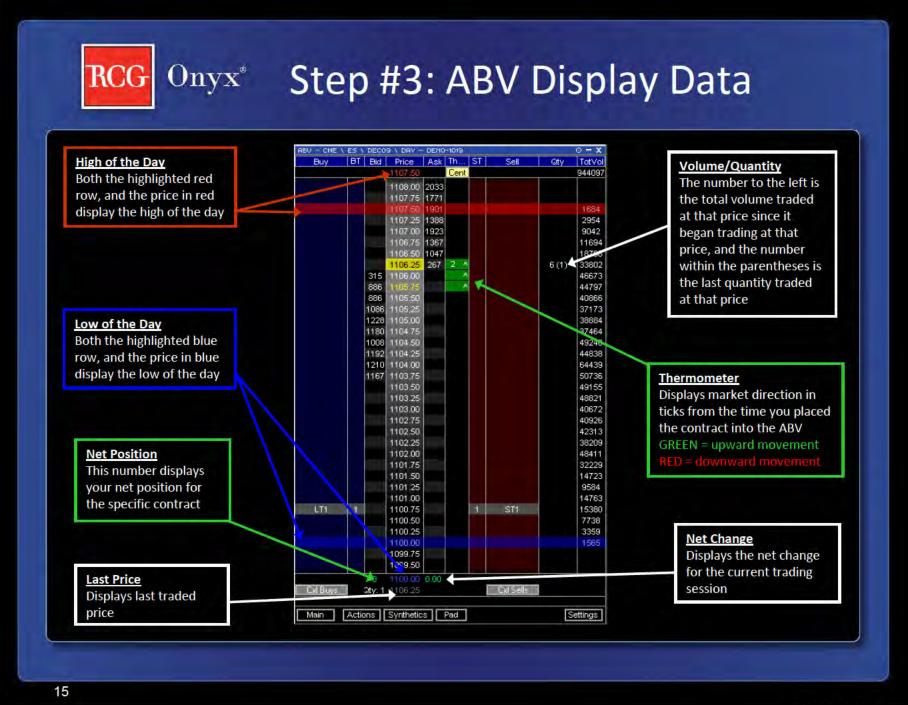


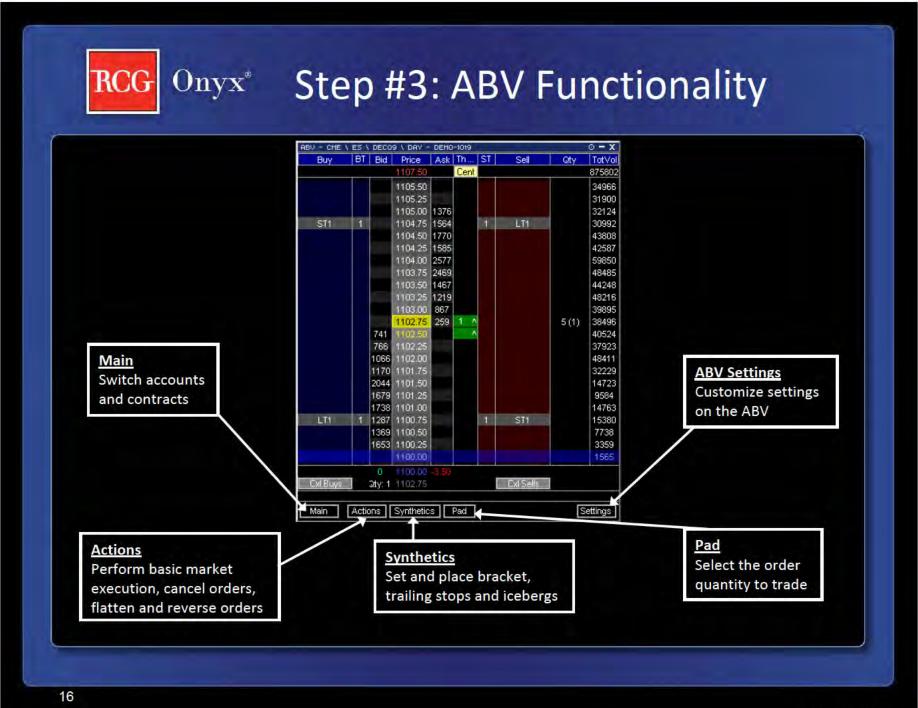








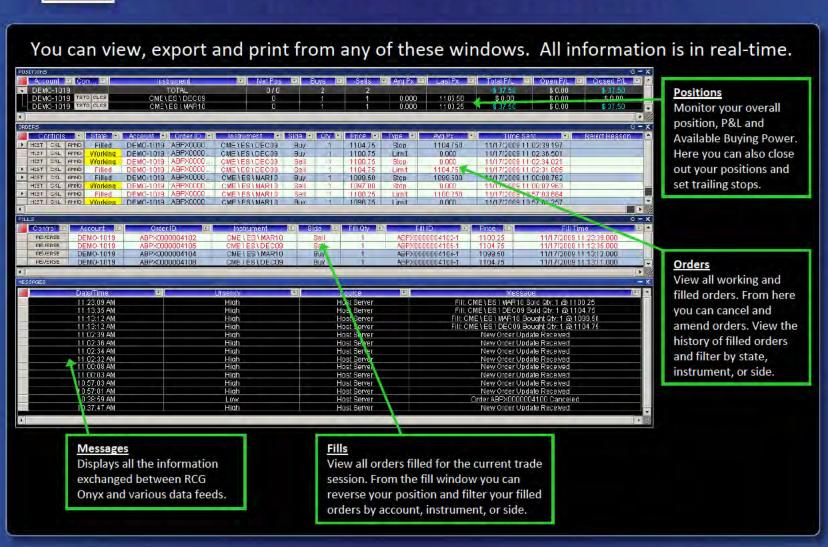




RCG - 50000096 TTX03255009



### Onyx Step #3: Other Windows





### Onyx Additional Resources

Thank you for choosing RCG Onyx. For additional information regarding RCG Onyx visit the below webpages or email us.

RCG Onyx Interactive Tour

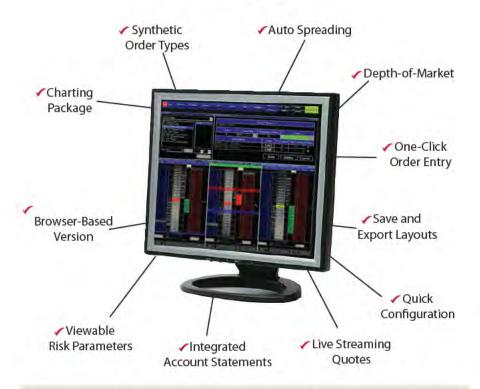
**RCG Onyx Tutorial** 

www.RCGonyx.com OnyxInfo@RCGdirect.com



### Best Technology, Best Value

Try it free thru Aug 31st



#### Does your platform offer all of this at a competitive price?

RCG Onyx Standard Pricing: 10 cents/side capped at \$300 (optional \$50 charting package) RCG Onyx with Spreader: \$750/month flat platform fee (includes charting)



# Trade thru Aug 31st it's FREE!

and try out RCG Onyx Spreader

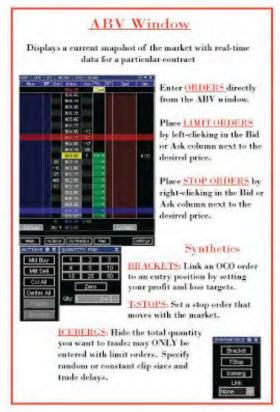
#### After Aug 31st you have two options

RCG Onyx Standard Pricing: 10 cents/side capped at \$300 (optional \$50 charting package) RCG Onyx with Spreader: \$750/month flat platform fee (includes charting)

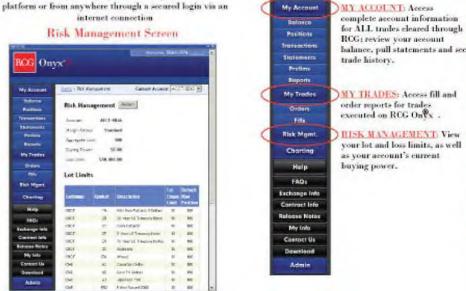
- How do these prices compare to your platform?
- Does your platform offer spreader?

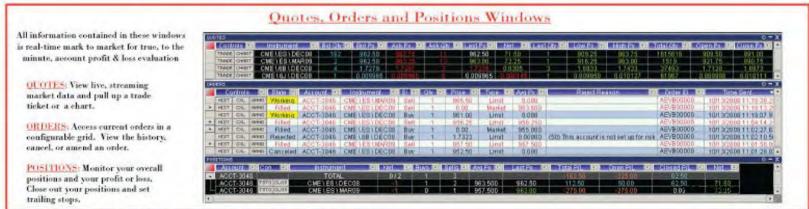


For more information contact RCG at <u>locals@RCGdirect.com</u> or (312) 795-7732









\*Please note that futures and options trading involves substantial risk of loss and may not be suitable for everyone.

RCG - 50000248

Page 254 of 418 TTX03255013

#### ABV2

You have the ability to choose which version of the ABV, either version 1 or 2, you would like to use. To do so, you'll need to access the Ticket/ABV tab in your Settings. You can then select whether you would like to use the ABV1 by checking here (point mouse to box). If you would like to use the ABV2, simply leave this box unchecked—we'll go ahead and leave it unchecked. To access the ABV2 window, click on the ABV button on your Toolbar.

You can add a contract to an open ABV2 Window in the same way that you added one to the Quotes Window. Simply select the contract that you would like to display and then drag it into the ABV2 window.

• Please note that, although the Contracts window allows you to multi-select contracts, only one contract can be added to the ABV2 Window at a time. We'll go ahead and *close our Contracts window*.

Now let's talk about the ABC's of the ABV2. Once a contract has been added to the window, the following data is displayed: (Point to each value on the window with the cursor as each bullet is said.)

- These are the current number of Bids and Asks on the exchange for particular price levels
- The dynamic price column is centered around a last traded price that dynamically changes with changes in market price.
- You can also see the total quantity currently trading at a certain price.
- The number you see in parentheses next to the total quantity is the last quantity traded at that price.
- The price here in red is the daily high. The price shown in blue is the daily low. And here, in gray, you can see the last traded price.
- The last traded price is also highlighted in the grid. When there has been an uptick in this price, the cell will be green. When there has been a downtick, the cell will be red. If there has been no change, the cell will appear yellow.
- The BTQ column displays the total number of Buy orders that you have placed, while the STQ column displays the total number of Sell orders that you have placed.
- The Buy and Sell columns display the type of order you have placed as well as the quantity of the order. If we put in a limit order, you see that the limit is denoted by an LT, while a stop order is denoted by an ST. We'll go over how to place limits and stops a little later. If the Buy and Sell columns are wide enough, each individual order will be displayed. If they are not wide enough, you will see the first order that you placed appear closest to the price column, and then you will see the remaining orders, or number of lots, that are also working at the price, appear to the outside of your first order.
- You can adjust the column widths on your ABV2 by simply placing your mouse over the vertical column separator and dragging your mouse to the left or right, to widen or narrow the column. You also have the ability to move columns around. Simply left-click on the column header and drag that column to wherever you would like it to be placed.
- Lastly, if you have a position in the market, your average price will be outlined in yellow on the price column.

Page 255 of 418 TTX03255014

One of the buttons you'll notice towards the bottom of the ABV2 is the "Main" button. If you click on this button, a small window will pop up that displays your account, quantity, total P/L, net position, and two other buttons: Accounts and Contracts. If you have access to multiple accounts, you can change the account via the ABV2 by either using the account drop down menu, or you can press the "Accounts" button. This will bring up a window that displays all of the accounts you have access to. You can then easily toggle back and forth between accounts for the particular contract that is displayed. You can change the quantity of your contract size by either typing in the number in the quantity field, using the plus or minus buttons, or using the keypad. You should also note that you can set a default quantity when customizing your Settings, which is discussed in the Settings chapter. Lastly, clicking on the Contracts button will allow you to populate a Contracts window, which then lets you toggle back and forth between different contracts on one ABV2. To populate this Contracts window, you'll need to click the Contracts button on your Toolbar. Then you can drag and drop the desired contracts in your ABV2 Contracts window. You then have the ability to switch between different contracts on one ABV2. As you can see we switched to the mini S&P and then back to the mini NASDAQ. In addition, if you would like to remove a contract, just right-click on it, and it will be instantly removed from your Contracts window.

You have the ability to enter stop and limit orders on the ABV2 window with just a click of your mouse. Before entering your limit or stop orders, you must first choose an account and enter a quantity, which can be done via the "Main" button. After selecting an account and quantity, you can then place your limit and stop orders.

- To enter a Buy Limit order, left *click in the Bid column* next to the Price that you would like to enter the order for.
  - A limit order to buy will be entered at that price for the quantity specified, and your new working order will be reflected in the Buy column (point mouse where the working order is).
- Likewise, to enter a Sell Limit order, left *click in the Ask column* next to the Price that you would like to enter the order for.
- To enter a Buy Stop order, *right-click in the Bid column* next to the Price that you would like to enter the order for.
  - o A stop order to buy will be entered at that price for the quantity specified, and your new order will be reflected in the Buy column (point mouse to order).
- Similarly, to enter another Sell Stop order, just *right-click in the Ask column* next to the Price that you want to enter the order for.

On the ABV2, you have the ability to amend the price of any open Buy or Sell orders. If you have multiple orders for the same price, you have the ability to change the price of all of the orders, or you can change the price of an individual order. We'll put in an additional stop order here to show how to change the price of multiple orders at one time. Now, simply go to your STQ or BTQ column, whichever applies, and right-click on the quantity and while holding down your mouse, drag up to your new price and release the mouse. Conversely, you can also drag down to the new price. If you would like to change the price of an individual order, go to your Buy or Sell column, whichever applies, and locate the order that you want to amend—please note that you may need to widen the column so that all individual orders appear. Then, right

Page 256 of 418 TTX03255015

click on the order that you want to amend and continue to hold down your mouse as you drag up or down to the new desired price. You'll notice that as you amend the price of an order a yellow box appears around the order that you are amending as well as around your new price.

You can also cancel your orders on the ABV2. To cancel an individual order, just place your mouse over it so that it is highlited green, and then left click on that order. You'll notice that when you left click and hold down your mouse, a yellow X will appear. As soon as you let go of your mouse, the order will be cancelled. If you want to cancel all of your orders at a certain price, go to the BTQ or STQ column, whichever applies, and put your mouse over the total quantity for the orders that you want to cancel. Once highlited green, left click, release, and your orders for that price will be cancelled. You can also easily cancel all of your Buy orders or all of your Sell orders by clicking on the appropriate button. (Hover over each button with the mouse as it is mentioned).

The Information Row, which appears under the Cancel Buy and Cancel Sell buttons, simply displays the information for your trades. If you scroll over a quantity in the BTQ or STQ columns, the Information Row simply displays the number of working orders at that price. If you scroll over an individual order in the Buy or Sell columns, all of the order information will be displayed.

There are also three other buttons towards the bottom of the ABV2.

Clicking on the Actions button brings up a window through which you can place market buy and market sell orders. You can also cancel all of your orders, and flatten or reverse your position. Please note that when flattening your position, all working orders will be cancelled and your open position will be closed.

Clicking on the Link button allows you to set up an entry trade so that a bracket or a trailing stop is placed once you are filled on your order. Please note that the Bracket and Trailing Stop parameters will default to the values set up on the Settings window.

Let's go over how to set up a bracket. If you want to change the parameters for your bracket, you will need to press the Bracket button. This will bring up small window through which you can change your profit and loss targets. You may either type in the number of ticks for each or you may use the plus/minus buttons. Please also note that you have the option of a stop or a trailing stop for the loss order type. Once your parameters are set, you then need to go to your Link drop down menu and choose Bracket. Now, we'll place a market order to see how this works by pressing the Market Buy button. As you can see, as soon as the order was filled, two new orders were also entered (point to the working order indicators out for these two new orders). A limit order was created at a price that is five ticks above the market order's price (point to the profit target of 5 ticks in the Bracket dialog) and a stop order was created at a price that is three ticks below the market order's price (point to the loss target of 3 ticks). Both orders have the same quantity that the market order had. Because these orders were entered as part of a bracket, when one of these orders is filled, the other will automatically be cancelled. If we want to place a Tstop with an entry order, simply click the Tstop button if you want to change the parameters. Once your parameters are in place, you'll need to choose Tstop from the Link drop down menu. Like the bracket, your trailing stop will be entered once an order entered via ABV2

Page 257 of 418 TTX03255016

is filled. For more details on how Trailing Stop orders work, go to the Positions chapter of this tutorial. PLEASE note that if you do NOT want either a bracket or tstop to be attached to an entry order, then the Link drop down menu MUST display "none." You may also notice that when any linked orders are activated, you will see the top menu bar change color. We'll go ahead and close down these windows. Please note that when the Actions and Link buttons are pressed again, their respective windows will disappear.

The last button on the ABV2 is the "Options" button. If you press this, a small ABV settings window will appear, and you'll see that you can change the appearance of the ABV2 by choosing which columns you would like to be displayed. Simply check the columns that you would like to see and uncheck the columns you do not want to see. You may also choose to have the Information row appear on your ABV2 by checking the appropriate box or unchecking it if you do not want to see it. We'll uncheck the BTQ and STQ columns to demonstrate this feature. Once the OK button is pressed, you'll notice that the BTQ and STQ columns disappear. Now, we'll go back to Options and add these columns back to restore the complete ABV2.

One last feature of the ABV2 is that it provides a dynamic price column which is centered upon the lasted traded price and continuously changes with fluctuations in the last traded price. To enter an order, hover your mouse cursor anywhere in a column on the ABV2 window. This puts you into "order entry mode." In the order entry mode, you can enter a trade near the last traded price or you can manually adjust the prices on the dynamic price column away from the last traded price. If you want to scroll up or down the market prices on the ABV2 to enter a trade, just hover your mouse over the dynamic price column. A large yellow arrow will appear, pointing up if you are in the top half of the column, or down, if you are in the bottom half of the column. Clicking on the large yellow arrow will scroll the prices in the dynamic price column in the direction that the arrow points, so a trade can be entered away from a current market price.

If the last traded price is not centered in the ABV2 window, the dynamic price column will start to scroll until the last traded price is again centered. You will also notice that just before the dynamic price column begins to scroll, the mouse cursor will turn yellow and start to flash. This is your warning that the ABV2 window is about to begin re-centering around the last traded price. In addition, if you scroll up or down in the dynamic price column and there is no further activity from your mouse for a period of time, the dynamic price column will also start to scroll. If, at any time, you move your mouse out of the ABV2 window, you leave the order entry mode and the ABV2 will automatically re-center the dynamic price column on the last traded price the next time the market price changes.

Page 258 of 418 TTX03255017

The ABV window displays real-time data for a particular contract, allowing you to get a current snapshot of the market. Thus, we like to think of the ABV as the Ask, Bid, Volume window.

You can add a contract to an open ABV Window in the same way that you added one to the Quotes Window. Simply select the contract that you would like to display and then drag it into the ABV window.

• Please note that, although the Contracts window allows you to multi-select contracts, only one contract can be added to the ABV Window at a time. We'll go ahead and *minimize our Contracts window*.

Now let's talk about the ABC's of the ABV. Once a contract has been added to the window, the following data is displayed: (Point to each value on the window with the cursor as each bullet is said.)

- These are the current number of Bids and Asks on the exchange for particular price levels.
- The dynamic price column is centered around a last traded price that dynamically changes with changes in market price
- You can also see the total quantity currently trading at a certain price.
- The number you see in parentheses next to the total quantity is the last quantity traded at that price.
- The price shown up at the top in red is the daily high. The price shown here in blue is the daily low. And here, in gray, you can see the last traded price.
- The last traded price is also highlighted in the grid. When there has been an uptick in this price, the cell will be green. When there has been a downtick, the cell will be red. If there has been no change, the cell will appear yellow.
- The Buy and Sell columns display the total number of your open orders at each particular price. For example, a "W2" in this column indicates that there are working orders with a total quantity of two at the specified price.
- You can also monitor your Net Position and Total P/L on the ABV by simply referring to the lower right hand corner of the window.

On the ABV, you have the ability to amend the price of any open Buy or Sell orders. To change the price of an order simply:

- Go to the row selector that corresponds with the order that you want to amend—the Buy selector is on the left, while the Sell selector appears over here on the right--then left-click and while holding down your mouse,
- Drag up or down to the desired new price and let go of your mouse. Notice that a white arrow appeared to indicate the change in price. The price amend will be submitted as soon as you release the mouse. If you have multiple orders at the same price (and on the same side), all of the orders will be amended to the new price.

RCG - 51000487

Page 259 of 418 TTX03255018

The ABV provides a dynamic price column centered upon the lasted traded price that continuously changes with fluctuations in the last traded price. To enter an order, hover your mouse cursor anywhere in a column in the ABV window. This puts you in the "order entry mode." In the order entry mode you can enter a trade near the last traded price or you can manually adjust the prices on the dynamic price column away from the last traded price. If you want to scroll up or down the market prices on the ABV to enter a trade, just hover your mouse cursor over the dynamic price column. A large yellow arrow will appear, pointing up if you are in the top half of the dynamic price column, or down, if you are in the bottom half of the dynamic price column. Clicking on the large yellow arrow will scroll the prices in the dynamic price column in the direction that the large arrow points so a trade can be entered away from a current market price.

If the last traded price is not centered on your ABV, the dynamic price column will start to scroll until the last traded price is again centered. In addition, if you scroll up or down in the dynamic price column and there is no further activity from your mouse for a period of time the dynamic price column will also start to scroll. You will also notice that just before the dynamic price column begins to scroll, the mouse cursor will turn yellow and start to flash. This is your warning that the ABV window is about to begin re-centering around the last traded price. If, at any time, you move your mouse out of the ABV window, you leave the order entry mode and the ABV will automatically re-center the dynamic price column on the last traded price the next time the market price changes.

You also have the ability to enter stop and limit orders on the ABV window with just a click of your mouse. Before entering your limit or stop orders, you must first choose an account and enter a quantity. If you have access to multiple accounts, you may select the desired account by using the Account drop down menu. Then, you can input the number of lots that you want to trade by typing the number in, by using the + or - buttons, or by using the keypad. You should also note that you can set a default quantity when customizing your Settings, which is discussed in the Settings chapter. After selecting an account and quantity, you can then place your limit and stop orders.

- To enter a Buy Limit order, *click in the Bid column* next to the Price that you would like to enter the order for.
  - A limit order to buy will be entered at that price for the quantity specified, and your new working order will be reflected in the Buy column (point mouse where the working order is).
- Likewise, to enter a Sell Limit order, *click in the Ask column* next to the Price that you would like to enter the order for.
- To enter a Buy Stop order, *right-click in the Bid column* next to the Price that you would like to enter the order for.
  - A stop order to buy will be entered at that price for the quantity specified, and your new order will be reflected in the Buy column (point mouse to order).

RCG - 51000488

Page 260 of 418 TTX03255019

• Similarly, to enter a Sell Stop order, just *right-click in the Ask column* next to the Price that you want to enter the order for.

In addition to Limit and Stop orders, you can also execute Market orders on the ABV using the Market Buy and Market Sell buttons.

If you would like, you can set up the ABV so that a Bracket or Trailing Stop order will automatically be created any time an order entered via the ABV is filled. The Bracket and Trailing Stop parameters will default to the values set up on the Settings window. To link a Bracket or Trailing Stop order to all orders entered via the ABV, choose Bracket or TStop from the Link To drop down box. We'll go ahead and choose Bracket. As you can see a small window pops up with the default parameters for your bracket. You can of course change these levels by typing in the desired number, or using the + and - buttons. A limit order will be your profit order type, and for your loss order type, you may either choose a stop or a trailing stop. For now, we'll just *choose stop*. Now, let's enter a market order to buy by pressing the Market Buy button. As you can see, as soon as the order was filled, two new orders were also entered (point to the working order indicators out for these two new orders). A limit order was created at a price that is five ticks above the market order's price (point to the profit target of 5 ticks in the Bracket dialog) and a stop order was created at a price that is three ticks below the market order's price (point to the loss target of 3 ticks). Both orders have the same quantity that the market order had. Because these orders were entered as part of a bracket, when one of these orders is filled, the other will automatically be cancelled. Likewise, if we choose TStop from the Link To drop down box, a small window will appear that allows you to view and change your trailing stop parameters. Like the bracket, your trailing stop will be entered once an order entered via ABV is filled. For more details on how Trailing Stop orders work, go to the Positions chapter of this tutorial.

The ABV allows you to cancel some or all of your working orders as well. Let's put in a couple of Buy Limit and Sell Limit orders to see how this works. If you decide that you want to cancel a particular order, *simply place your mouse over that order in the Buy or Sell column*, whichever applies, and you'll notice that a yellow X appears over your working order. *Click on the yellow X* and that particular order will be cancelled. If multiple orders are entered at the same price (and on the same side), they will all be cancelled.

You can easily cancel all of your Buy orders, all of your Sell orders, or all of your Buy AND Sell orders by clicking on the appropriate button. (Hover over each button with the mouse as it is mentioned).

Lastly, you can also flatten a position from the ABV window. When the "Flatten" button is clicked, all working orders for the instrument will be canceled and an order will be entered that flattens, or closes out, your net position.

This concludes our chapter on the ABV.

RCG - 51000489

Page 261 of 418 TTX03255020

#### Ouickstart

\*This chapter will begin and end with a Flash piece, backed by music.

[Once the Flash intro is done....fade from black to Toolbar, start speaking as fade in]

Welcome. We hope you enjoy your trading experience on our platform. In this chapter, we are going to hi-lite a few key features of the application, the first of which is the Toolbar. The Toolbar will allow you to easily access all of the application windows with the click of a button [fade out].

Live, streaming market data in both the Quotes and ABV windows help you stay on top of your trading game.

Get your orders out to the market as quickly as possible with simple, one-click trading. Let's take a look to see how this is done:

Clicking here (mouse clicks on Mkt Buy button) would place a market order to buy 5 lots. If you want to place a sell stop order, just right click next to the desired stop level. You can also place limit orders as well as cancel orders with a single click. Simply put, it's trading made easy.

View and filter all of the important details for your orders on the Orders window. (fade out)

Keep track of your current position and P&L on the Positions window. (fade out)

And get real-time status of your fills via the Fills window. (fade out)

Customize your desktop layout by attaching multiple windows together so that they can be moved quickly and easily as a single unit (sticky windows shown, fade out)

Once you have configured your desktop just the way you want it, save that configuration as a layout (Zoom in to Layouts button) so that you can easily access the windows that you want to see. (fade out)

Using the minimize button at the bottom of the Toolbar lets you shrink your entire layout to title bars, [pause] yet still allows you easy access to all of your application windows. (Click Max to maximize again).

RCG - 51000494

Page 262 of 418 TTX03255021

Settings (approx. 5 min)

The Settings button on the Toolbar brings up a window that allows you to adjust the application settings to better customize your platform. Let's go over each of the tabs found in Settings:

The first tab you see is the "General" tab. If you have access to more than one account, you can *select a default account from the drop down menu* so that your trading system always defaults to that account. If you would like a confirmation dialog to appear whenever you enter an order, amend an order or cancel an order, you may turn on confirmations. The confirmation dialog will give you the chance to either move forward with the action, or cancel the action. To turn confirmations on, *check the checkbox next to the confirmations that you would like to appear*. *Unchecking a checkbox* will turn confirmations for that action off. Once you have chosen the account you want, and set the desired confirmations *click the "Apply" button*.

The second tab you'll see is the "Alerts" tab (click on this tab). As you can see, you can set both sound and visual alerts. To implement a sound alert, *simply click on the first line for that specific alert* and a small gray square will appear on the right side of the field. Then, *click on that square* and a directory of sound files will appear. You can then *choose which sound you want* to serve as the alert for that action, and then *click the "Open" button* to set the sound alert. You can also specify if you want a visual alert to appear for a given action. To turn an individual visual alert off, *simply go to the second line for the given action and click anywhere on the line*. A drop down menu will appear on the right side of the line and you can *then choose "on" or "off."* If you'd like to turn off all of the visual alerts, *simply check the box in the lower left hand corner*. If you'd like to turn off all of the sound alerts, *just check the box in the lower right hand corner*. Once you're finished setting your alerts, *click the "Apply" button*.

The next tab is the Scaling tab (click on this tab). On this tab you can adjust the sizes of the different application windows. You can change the scale factor by either typing them in, or by using the small "up" and "down" arrows (point mouse to these buttons). When the scale factor is set at 1.0, the window appears at its normal size. Adjusting the scale factor up or down makes the window appear larger or smaller (similar to zooming). You may want to experiment with the scaling values to find the window size that best works for you. Once you've set the scaling factors to suit your needs, *click the "Apply" button*.

On the Ticket/ABV tab, you can set the default quantity values. You can do so for all of the instruments or per instrument. If you want the quantity to default to the same amount for every single contract you trade, simply *click on the "All Instruments" radio button*. Then type in the default quantity you want (*point mouse to this box*). On the other hand, if you want to set the default quantities according to contract, *click on the "Per Instrument" radio button*. Then, you can type in the default quantities you want for each individual contract (scroll down the Quantity column). If you want the quantity to be set to zero after an order is entered, just check this box (place mouse by the box). If you'd like the quantity to return to the default level you specified above, check here (place mouse by box). If you prefer to leave the quantity as is, after you enter an order, then check here (place mouse by box). If you would like to use the older version of the ABV, called ABV1, simply check the Use ABV1 box. For details on the new ABV, refer to

Page 263 of 418 TTX03255022

the ABV2 chapter of this tutorial. Once your Ticket and ABV values are set, *click the "Apply"* button.

The Trailing Stop tab lets you set default values, in ticks, for your trailing stops. You have the choice of setting trailing stop values that will apply to all of your trailing stops, regardless of contract; or you can set them up so that they are contract specific. After you click the appropriate radio button (scroll mouse from "All Instruments" to "Per Instrument" check box), you can then go through and type in the default values (scroll mouse over columns/rows). Once done, *click the "Apply" button*.

The Brackets tab lets you set default values, in ticks, for your profit or loss brackets. Like trailing stops, you have the choice of setting values for all contracts; or you can set them up so that they are contract specific. Again, click the appropriate radio button (scroll mouse from "All Instruments" to "Per Instrument" check box), and then type in the desired default values (scroll mouse over columns/rows). Once done, *click the "Apply" button*.

The Ticket tab (click on this tab) allows you to set up a default trade ticket that will pop up anytime you press the "Trade" button from your Toolbar. Use the drop down menus to select the appropriate defaults (quickly go through and click on each of the drop down menus). You can also check the "Close after entry" box (put mouse by this box) if you want the trade ticket to be closed after you place your trade. *Click the "Apply" button* when your default trade ticket is set up.

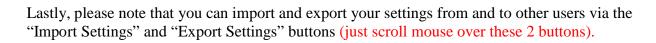
You can set up hot keys via the User Keys tab (click on this tab). You can decide whether you want the hot keys to be set up with or without the use of the Control or Shift buttons (scroll mouse to both areas). When you're ready to assign the hot keys to specific actions, just *click on the drop down menu* next to each command to view the list of possible actions (scroll down menu). Then, select the action (select any action) that you want to be triggered by pressing the hot keys. *Click "Apply"* when you are satisfied with the specified hot keys.

The User Reminders tab (click on this tab) lets you set reminders for yourself that will pop up at the time you specify. To set a reminder, *click the "Add" button*. Then, choose the date that you want to see the reminder (click on any date) and set the time by either typing it in or using the up and down arrows (put in a time). You can name your reminder in the Title field (type in something like "Fed"), and then type in the text for your reminder in the Message field (type in something like "rate announcement"). Once done, *click "OK" and then click "Apply."* 

The Keypad tab (click on this tab) allows you to set the default quantities for your keypad. Simply type in the desired values (type in some numbers for the first 2 or 3 boxes) in each of the boxes, and when done, *click "Apply."* 

The last tab is the "Window Background" tab. This tab gives you the ability to change the background color of many of the windows that you use. If you would like to change the background color simply *check the "Select New Background" box*. Then, choose whichever color you prefer by using the scrollbar. Once you've decided on a color, click on it, and then *click "Apply."* You should then see the background color change.

Page 264 of 418 TTX03255023



When you're finished adjusting all of the settings to suit your personal needs, *click the "OK" button* to return to your main screen.

This concludes the Settings chapter. Thanks for following along.

RCG - 51000499

Page 265 of 418 TTX03255024



Page 266 of 418 TTX03255025



# McDonnell Boehnen Hulbert & Berghoff LLP

300 South Wacker Drive Chicago, Illinois 60606-6709 312 913 0002 fax www.mbhb.com

312 913 0001 phone

November 15, 2011

#### VIA HAND DELIVERY

The Honorable Judge Virginia M. Kendall United States District Court for the Northern District of Illinois 219 South Dearborn Street, Chambers 2378 Chicago, IL 60604

Re:

Trading Technologies Int'l, Inc. v. Rosenthal Collins Group

Civil Case No. 10-CV-929

Trading Technologies Int'l, Inc. v. BGC

Civil Case No. 10-CV-715

#### Dear Judge Kendall:

Pursuant to a settlement between Trading Technologies and Rosenthal Collins Group, enclosed please find a consent judgment that the parties request be entered in civil case number 10-CV-929 (consolidated with civil case number 10-CV-715). Please note that we have delivered a hard copy rather than submitting an electronic proposed order due to the inclusion of a DVD as an exhibit. Should you require anything else from the parties, please let us know.

Sincerely,

S. Richard Carden 312 935 2365 direct carden@mbhb.com

CC:

Michael Conti, Esq. Stacie Hartman, Esq.

## UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

Frading Technologies International, Inc.	)	
	)	Civil Action No. 10 C 929
Plaintiff,	)	(Consolidated with:
	)	10 C 715, 10 C 716, 10 C 718
v.	)	10 C 720, 10 C 721, 10 C 726,
	)	10 C 882, 10 C 883, 10 C 884,
Rosenthal Collins Group, LLC.	)	10 C 885, 10 C 931)
-	)	
	)	Judge Virginia M. Kendall
Defendant.	)	<del>-</del>

#### **CONSENT JUDGMENT**

As a result of settlement of this action by virtue of a settlement agreement between the parties dated November 9, 2011 ("Settlement Agreement") (a redacted copy of which is attached as Exhibit 1 hereto) which shall become effective upon entry of this Consent Judgment and a Consent Judgment filed in Civil Action No. 05 C 04088 and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendant, Rosenthal Collins Group, LLC ("RCG"), judgment is hereby entered against RCG upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against RCG on February 10, 2010. This action alleges infringement of U.S. Patent Nos. 7,212,999 ("'999 patent"), 7,533,056 ("'056 patent"), 7,587,357 ("'357 patent"), and 7,613,651 ("'651 patent"). The complaint was subsequently amended to add claims of infringement of U.S. Patent Nos. 7,676,411 ("'411 patent"), 7,693,768 ("'768 patent"), 7,725,382 ("'382 patent"), 7,813,996 ("'996 patent"), 7,904,374 ("'374 patent") and 7,930,240 ("'240 patent"). RCG has received and reviewed a copy of the Complaint and Amended Complaints filed

by TT in this action. RCG filed a counterclaim alleging infringement by TT of U.S. Patent Nos. 7,555,456 and 7,734,533.

- 2. This Court has jurisdiction over the parties to this action and over the subject matter of the Complaint.
- 3. TT is the sole and exclusive owner of the patents-in-suit asserted by TT, and has the right to sue upon, and recover damages for past infringement and enjoin future infringement of the patents-in-suit.
- 4. All claims of the '411, '768, '382, '996 and '374 patents are valid and enforceable.
- 5. RCG has infringed the '411, '768, '382, '996 and '374 patents under 35 U.S.C. Section 271 by making, using, selling, offering for sale, importing and/or otherwise distributing electronic trading software that includes what RCG has called the ABV window, including the Onyx®, Onyx® 2, Onyx® Glide (which modified the previous version such that after a change in the inside market the price column drifts back to the center of the displayed ranges of prices), Onyx® Pro, and RCG Spreader software. Documentation and a copy of a web-based tutorial on a DVD describing some of these products is included in Exhibit 2. One version of the ABV window was the subject of summary judgment proceedings in Case No. 05 C 04088 (Dkt Nos. 157, 158, 200, 201, 202, 258, 259, 290 and 313).
- 6. Defendant RCG, its officers, agents, servants, employees, and other persons who are in active concert or participation with RCG (including its directors, partners, members, affiliates, subsidiaries, assigns, successors-in-interest to the extent permitted by Fed. R. Civ. P. 65) are hereby permanently enjoined (unless expressly permitted by TT

(for example pursuant to the license granted in the Settlement Agreement)) during the terms of the '411, '768, '382, '996 and '374 patents from infringing the '411, '768, '382, '996 and '374 patents, including, without limitation, by the making, using, selling, offering for sale, importing, and otherwise distributing in the United States the electronic trading software products referred to in paragraph 5 above. This injunction applies, *inter alia*, to the use of the electronic trading software products referred to in paragraph 5 above for electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

- 7. Pursuant to the Settlement Agreement, RCG has agreed to pay to TT an amount (specified in the Settlement Agreement) in settlement of TT's claims.
- 8. The Settlement Agreement resolves all claims in this action. Accordingly, TT's claims of patent infringement of the '999, '056, '357, '651 and '240 patents are hereby dismissed with prejudice. Further, all counterclaims, including RCG's claims of patent infringement, are dismissed with prejudice.
- 9. This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment and the Settlement Agreement between the parties pursuant to which the Consent Judgment is filed.
- 10. The right to enforce this Consent Judgment shall transfer to any successor-ininterest to any party.
- 11. Each party shall bear its own costs and attorneys' fees.

[Signatures on Following Page]

SO ORDERED  Dated:	
	Virginia M. Kendall United States District Court Judge
AGREED TO:	111
Dated: /// //	Leif R. Sigmond, Jr. (ID No. 6204980) Matthew J. Sampson (ID No. 6207606)  McDonnell Boehnen Hulbert & Berghoff LLP 300 South Wacker Drive Chicago, IL 60606 Tel.: (312) 913-0001 Fax: (312) 913-0002
	Attorneys for Plaintiff TRADING TECHNOLOGIES INTERNATIONAL, INC.
Dated: 11 14 11	Stacie R. Hartman (ID No. 6237265)  Schiff Hardin LLP  233 S. Wacker Dr. – Suite 6600  Chicago, IL 60606  Tel.: (312) 258-5607  Fax: (312) 258-5600

Attorneys for Defendant ROSENTHAL COLLINS GROUP, LLC

# Exhibit 1

Page 272 of 418 TTX03255031

#### SETTLEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") made this 9th day of November 2011 ("Execution Date") is by and between Trading Technologies International, Inc. ("TT"), a Delaware corporation and TTBD LLC, an Illinois Limited Liability Company ("TTBD"), each with its principal place of business at 222 South Riverside Plaza, Suite 1100, Chicago, Illinois, 60606, and Rosenthal Collins Group, LLC, an Illinois Limited Liability Company with its principal place of business at 216 West Jackson Boulevard, Suite 400, Chicago, Illinois 60606 ("RCG"). Each party is also referred to herein as "Party" and collectively as "Parties."

WHEREAS, TT owns U.S. Patents Nos. 6,766,304 ("'304 patent"), 6,772,132 ("'132 patent"), 7,212,999 ("'999 patent"), 7,533,056 ("'056 patent"), 7,587,357 ("'357 patent"), 7,613,651 ("'651 patent"), 7,676,411 ("'411 patent"), 7,693,768 ("'768 patent"), 7,725,382 ("'382 patent"), 7,813,996 ("'996 patent"), 7,904,374 ("'374 patent"), and 7,930,240 ("'240 patent") (collectively referred to as the "TT patents-in-suit");

WHEREAS, there are two civil actions pending in the United States District Court for the Northern District of Illinois, Eastern Division, Civil Action Nos. 05 C 04088 and 10 C 929 (currently consolidated under No. 10 C 715) (the "Lawsuits") in which TT has charged RCG with infringement of the TT patents-in- suit and RCG has charged TT with infringement of two of its patents;

WHEREAS, a default judgment has been entered in the 05 C 04088 lawsuit;

WHEREAS, TT owns a significant patent portfolio in the space of electronic trading and other related technologies that currently includes over 200 issued U.S. patents, many pending U.S. patent applications and related patents and patent applications throughout the world;

WHEREAS, TT has granted TTBD the non-exclusive right to grant non-exclusive licenses under TT's patents for the trading of securities where the royalty for such a license is transaction based;

WHEREAS, RCG admits that it has infringed the '304, '132, '411, '768, '382, '996 and '374 patents;

WHEREAS, TT and RCG wish to settle all issues with respect to claims of infringement under terms which will include TT granting to RCG a nonexclusive license under all of TT's patent portfolio (except certain patents defined herein) for a royalty rate that the parties agree to as being discounted to the true value of the patented technology and RCG will grant to TT a nonexclusive license as to certain of its patents (defined herein);

WHEREAS, TT and TTBD are willing to grant the license herein at a discounted royalty because, *inter alia*, RCG is an early licensee of the TT Licensed Patents (defined below) and because of the specific restrictions contained herein;

WHEREAS, TT and TTBD are willing to grant the license herein at a discounted royalty for administrative convenience because the license is worldwide and requires payments of royalties based on all trades through LICENSEE Software, as opposed to royalties based only on the usage of specific products and because the license requires payments of royalties for use of LICENSEE Software anywhere in the world as opposed to royalties based only on the usage of LICENSEE Software in countries in which there is patent protection.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, TT, TTBD, and RCG agree as follows:

#### ARTICLE 1: DEFINITIONS

"Affiliate" means, with respect to any relevant Person at any particular time, any entity that, at that time: (i) controls; (ii) is controlled by; or (iii) is controlled by a Person that also controls such relevant Person, where "control" includes direct or indirect control, including any subsidiary, holding company or operating division of such Person from time to time. For avoidance of doubt, an entity shall be considered to be an Affiliate of such Person only so long as such control is in effect.

"API" means an application program interface or other software that permits a third party to interface with a Party's technology.

"Applicable Trade" means a trade of at least one Base Unit of a Current Contract or a Subsequent Contract where the trade is the result of an order entered and/or modified using and/or sent to an exchange by any LICENSEE Software, including a trade that is the result of an order generated by a third party's software and sent to an exchange through a LICENSEE API. Trades entered only in a simulated environment and not on an Exchange are not Applicable Trades.

"Automatic Repositioning Ladder" means a Ladder in which when the relevant market information changes such that the at least one indicator no longer corresponds to any of the displayed range of price levels, the displayed range of price levels is automatically (outside of the control of the user) repositioned to ensure that the at least one indicator remains displayed on the screen. In an Automatic Repositioning Ladder, the at least one indicator can never be permitted to move off the screen. The automatic repositioning must result in all of the price levels of the displayed range of price levels instantly changing positions. To qualify as an Automatic Repositioning Ladder, there can never be a mode or condition in which automatic repositioning described above does not occur. For example, the automatic repositioning can never be disabled in anyway (e.g., turned off by user, turned off by software, temporarily disabled based on a location of mouse pointer, etc.).

"Base Unit" means (i) for futures and options on futures, a contract or lot; (ii) for fixed income cash products, a million dollar increment in such products; (iii) for currency cash products, a million dollar base currency value increment; (iv) for equities and ETFs, a share; (v) for equity/ETF options, a contract for 100 shares; and (vi) for OTC Energy Contracts/Energy Forward Contracts (and options thereon), a lot.

"Broker" means a Futures Commissions Merchant ("FCM"), a broker/dealer and/or an equivalent Person.

"Current Affiliates" means Affiliates of a Party as of the Execution Date that have undertaken to be bound by this Agreement pursuant to Section 11.2.

"Current Contracts" means futures, options on futures, currency cash products, fixed-income cash products, options on stocks and options on stock indexes that are in existence and actively traded electronically on an Exchange as of the Execution Date and all stocks and exchange traded stock funds ("ETFs").

"Drifting Ladder" means a Ladder in which immediately after each and every change of market information that causes the at least one indicator to move relative to the displayed range of prices, the at least one indicator and the displayed range of price levels scrolls or drifts back towards the center at the rate of at least 9 pixels per second. To qualify as a Drifting Ladder, there can never be a mode or condition in which scrolling/drifting immediately after each and every change of market information described above does not occur. For example, the drifting/scrolling can never be disabled in any way (e.g., turned off by user, turned off by software, temporarily disabled based on a location of mouse pointer, etc.).

"Effective Date" means the date that is the later of the dates upon which the Court enters the Consent Judgments attached as Exhibits A and B.

"Electronic Trading Software" means software that permits an End User to electronically send orders to buy or sell to an electronic exchange and/or that sends orders on behalf of End Users to an electronic exchange.

"End User" means any individual with direct or indirect access to LICENSEE Software or a TT product on any computing device, including a computer, workstation, or server.

"Exchange" means (i) any exchange, market or similar entity for trading futures, options on futures, currency cash products, stocks, or options that is designated as such by a recognized governmental regulatory agency; (ii) an inter-dealer brokerage that acts as an intermediary between dealers to trade fixed income cash (bond) products; and/or (iii) with respect to currency product markets, any bank or other entity that makes markets for currency products.

"Excluded Patent Claims" means applicable claims of any existing or future TT patent that cover technology that is useful only for an electronic exchange (e.g., matching engine technology) and do not cover technology useful for other purposes (e.g., order entry screens), including the claims of U.S. Patent Nos. 7,539,640, 7,555,457, 7,801,806, 7,747,493, 7,769,652, 7,461,026, 7,752,115, and 7,756,782.

"Have Made" or "Having Made" means having any product created with the assistance of third parties to a Party's specification and at a Party's direction and control. In no event shall a Have Made right granted to a Party be interpreted to include a right for that Party or any other Person to grant a sublicense to any third parties to utilize any licensed patents for any purpose other than creating or modifying the licensed products on that Party's behalf as set forth herein.

"Ladder" means an electronic trading screen on which trades may be made and sent to an Exchange that displays at least one indicator representing the best bid and/or best ask price relative to a range of price levels (any level of which the at least one indicator may be displayed against)

such that the at least one indicator moves relative to the range of price levels when the relevant market information changes.

"TT Licensed Patents" means all patents and patent applications worldwide owned or exclusively licensed (with the right to sublicense) by TT and/or any TT Affiliate during the Term of this Agreement related to electronic trading except any Excluded Patent Claims;

"Licensed Products" means software or products made and/or Have Made by LICENSEE and used, sold, offered for sale, imported or otherwise distributed by or for LICENSEE that is covered by one or more claims of the TT Licensed Patents. For clarity, a Licensed Product includes a product performing a method covered by one or more claim of the TT Licensed Patents. With respect to Electronic Trading Software, Licensed Products are limited to the extent such software can be used to electronically trade Current and Subsequent Contracts.

"LICENSEE" means RCG and any of its Affiliates that have undertaken to be bound by this Agreement pursuant to Section 11.2.

"LICENSEE Patents" means all patents and patent applications worldwide owned or exclusively licensed (with the right to sublicense) by LICENSEE during the Term of this Agreement relating to electronic trading.

"LICENSEE Software" means software made and/or Have Made by LICENSEE and used, sold, offered for sale, imported or otherwise distributed by or for LICENSEE for electronic trading. For the avoidance of doubt, LICENSEE Software does not include software whose primary purpose is to permit LICENSEE to manage risk associated with electronic trading, software used by LICENSEE that is required or recommended by any exchange for regulatory monitoring purposes or software used by LICENSEE for post-trade functions, bookkeeping, accounting or reporting account transactions or positions to customers.

"Person" means (i) any individual, corporation, partnership, limited partnership, limited liability company, joint venture, trust, foundation, or other business entity, (ii) any non-profit trust, enterprise, or institution, or (iii) any governmental subdivision, agency, or entity.

"Subsequent Contracts" means futures, options on futures, currency cash products, fixed income cash products, options on stocks, and options on stock indexes that become actively traded electronically on an Exchange that are substantially similar to Current Contracts. For example and without in any way limiting the foregoing, a contract based upon the outcome of a presidential election would not be a Subsequent Contract.

"Term" means the period commencing on the Execution Date and ending on December 1, 2014, unless earlier terminated as allowed herein.

#### ARTICLE 2: LICENSE GRANTS

- 2.1. Subject to the (1) receipt of any payment required by Article 4 and (2) payment of royalties as set forth in Article 3. TT and TTBD hereby grant to LICENSEE a worldwide, non-exclusive, non-transferable license (without the right to sublicense) under the TT Licensed Patents, during the Term of this Agreement, to make, Have Made, use, sell, offer for sale, import or otherwise distribute Licensed Products. The foregoing license grant is from TTBD with respect to usage of Licensed Products to trade securities. If new futures, options on futures, currency, or fixed-income contracts or other products that are not substantially similar to the Current Contracts or Subsequent Contracts become offered electronically on an Exchange and LICENSEE desires to facilitate trading of such contracts or products with Licensed Products or the parties would otherwise like to facilitate trading of other contracts or products that are traded now or in the future electronically on an Exchange through Licensed Products, the Parties agree to negotiate in good faith in an attempt to provide for license terms with respect to such new products. TT covenants not to sue LICENSEE's customers and/or End Users for patent infringement (including inducement and contributory infringement) for their use of Licensed Products that are obtained from, or given access by, LICENSEE during the Term of this Agreement. TT further covenants not to sue RCG for infringement of patents (1) partially owned or controlled by TT or TTBD (e.g., through joint ventures); or (2) exclusively licensed by TT or TTBD (even if TT and/or TTBD do not otherwise have a right to grant a sublicense under such patents.)
- 2.2. LICENSEE does not contest that (a) an Automatic Repositioning Ladder or a Drifting Ladder with single action order entry at locations corresponding to a price axis ("Auto Repositioning Single Action Ladder" or "Drifting Single Action Ladder") is covered by at least the independent claims of the '411, '768 and '374 patents, (b) that an Auto Repositioning Single Action Ladder or a Drifting Single Action Ladder that also permits multiple single action orders at locations corresponding to the price axis without requiring the quantity to be reset is also covered by at least the independent claims of the '996 patent, and (c) that an Auto Repositioning Single Action Ladder or a Drifting Single Action Ladder that also permits single action cancellation of working orders relative to the price axis is also covered by at least the independent claims of the '382 patent.
- 2.3. In the event LICENSEE allows a third party access to any LICENSEE API, TT agrees not to pursue royalties (either for past infringement or for a license grant) or any other remedy for patent infringement (including inducement and contributory infringement) of any TT Licensed Patents against such a third party based on trades generated from orders sent via the LICENSEE API during the Term of this Agreement and due to the use of technology provided by such third party, if and only if: (a) the third party signs a license agreement with TT and/or TTBD and (b) LICENSEE has the ability to accurately count the number of trades resulting from that third party's technology through the LICENSEE API and agrees and is permitted to provide such information to TT. In the event that TT is permitted to obtain royalties based on trades generated from orders sent by the third party technology via the LICENSEE API, then the royalty rate being paid by LICENSEE under this Agreement on such trades shall be credited towards the royalty rate owed by the third party on such trades so that the third party shall only be required to pay a royalty rate equal to the difference between the royalty rate agreed upon between the third party and TT and the royalty rate being paid by LICENSEE under this Agreement. If the third party's royalty rate is less than the royalty rate being paid by LICENSEE under this Agreement, the third party

shall pay nothing to TT for trades generated from orders sent by the third party technology via the LICENSEE API. The Parties agree that the licenses granted herein by TT and TTBD to LICENSEE do not extend to any third party accessing a LICENSEE API with respect to technology provided by the third party and that TT's patent rights are not in any way exhausted with respect to such third parties by virtue of any license granted herein. TT and TTBD agree to make reasonable efforts to negotiate and enter into a license agreement with any third party, who connects or wishes to connect to LICENSEE's API and requests a license agreement. TT and TTBD are agreeing to this Section 2.3 as consideration to LICENSEE being an early licensee.

- 2.4. As partial consideration for the licenses granted by TT and TTBD to LICENSEE, LICENSEE hereby grants to TT and TT's Affiliates a worldwide, non-exclusive, non-transferable license (without the right to sublicense) under LICENSEE Patents, during the Term of this Agreement, to make, Have Made, use, sell, offer to sell, import and otherwise distribute any products and practice any methods covered by such patents. LICENSEE covenants not to sue TT and/or TT's Affiliates' customers and/or End Users for patent infringement for their use of products that practice at least one claim under LICENSEE Patents that are obtained from, or given access by, TT and/or TT's Affiliates.
- 2.5. Except as provided for in Sections 2.1, 2.3 and 2.4, nothing in this Agreement shall be construed as providing any license, either express or implied, or a covenant not to sue under any intellectual property not specifically named herein.

#### ARTICLE 3: ROYALTIES

3.1. Beginning on December 1, 2011 and continuing for the Term of the Agreement, RCG shall pay to TT the following royalties for Applicable Trades:

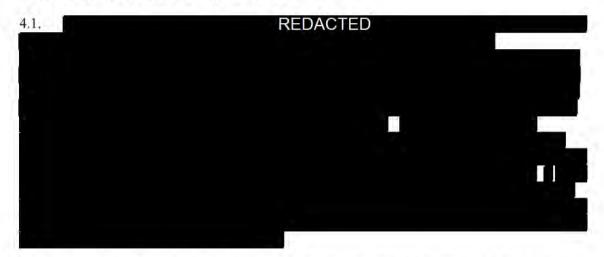
	Royalties per Base Unit	
Futures/Options on Futures	\$.03	
Fixed Income Cash Products	\$.30 (except the two-year treasury note, for which the royalty shall be \$.15)	
Currency Cash Products	\$.30	
Equities/ETFs	\$.00003	
Options on Equities/ETFs (assuming one contract if for 100 shares)	\$.003	
OTC Energy Contracts/Energy Forward Contracts (and options thereon) (e.g., Henry Hub)	\$.03	

A Base Unit shall be considered traded for purposes of this section if a buy or sell order for that Base Unit has been matched in any fashion, including by an Exchange or by an internalization system. For example, if a ten (10) contract (a contract sometimes referred to as a "lot") futures order is traded that is subject to royalties hereunder, RCG would be obligated to pay TT \$.30 (\$.03 x 10). If a Person uses LICENSEE Software to trade a strategy (whether such strategy is exchange offered or created by user software) involving multiple underlying products (e.g., a spread), RCG shall pay to TT the appropriate royalty per Base Unit traded of each underlying product. RCG shall be responsible for paying to TT any royalties based on a LICENSEE customer's or End User's use of LICENSEE Software as contemplated herein. For purposes of clarity, for each Base Unit of an Applicable Trade, RCG is only responsible to pay the applicable royalty once. For example, this is the case regardless of whether the order from which the Applicable Trade resulted was modified multiple times before being filled. LICENSEE agrees that it will not provide customers or End Users a new version of trading software different from the current Onyx Plus software until on or after December 1, 2011.

- 3.2. The Parties agree that the royalties set forth in Section 3.1 above are discounts from the reasonable value of a license under the patented innovations. For example, LICENSEE acknowledges that (i) many of the patented innovations provide an advantage to Exchanges, FCMs and electronic traders such that the innovations increase the profitability of each of these entities and (ii) for an Exchange, FCM, and many traders that advantage is greater than the royalties set forth above, but rather would amount to a portion of the entity's profits which could be larger than such royalties. The Parties also agree that the royalties set forth in Section 3.1 are discounted to reflect that the license granted herein is worldwide and requires payment of royalties for use of LICENSEE Software anywhere in the world as opposed to royalties based only on the usage of LICENSEE Software in countries in which there is a Licensed Patent. The Parties also agree that the royalties set forth above in Section 3.1 are discounted to reflect that the license granted is under all of TT's patent portfolio (except Excluded Patent Claims) and requires payment of royalties based on all trades made using any LICENSEE Software as opposed to royalties based only the usage of specific products. The Parties agree that the royalties set forth in Section 3.1 when applied to all trades made using LICENSEE Software are a reasonable approximation of the total amount of discounted royalties that would be payable if appropriate higher (yet still discounted) royalties were applied to LICENSEE's specific usage of specific TT Licensed Patents. TT is taking a license under this Agreement to the LICENSEE Patents for value.
- 3.3. In the event TT and/or a TT Affiliate enter into a written agreement with an Exchange that provides for a license right and/or a covenant not to sue under the TT Licensed Patents that permits LICENSEE's customers to trade using the Licensed Products, then to the extent and only to the extent such trades are licensed or otherwise permitted under that agreement RCG shall no longer be required to pay royalties pursuant to Section 3.1 of this Agreement for such licensed or otherwise permitted trades. In the event a written agreement with an Exchange that triggers this Section 3.3 is subsequently terminated or cancelled, then this Agreement shall be immediately reinstated with respect to those trades that were licensed or otherwise permitted under that agreement and RCG shall again be required to pay royalties pursuant to this Agreement for such trades from the date of reinstatement. For avoidance of doubt: (i) the forgiveness of royalties otherwise due under Section 3.1 shall apply only so long as this Agreement remains in full force

and effect; (ii) RCG shall continue to be obligated, under Section 3.1, to pay royalties with respect to Applicable Trades which are not permitted by a written agreement with an Exchange that triggers this Section 3.3; and (iii) the triggering of this Section 3.3 shall not affect any term or renewal term under this agreement.

#### ARTICLE 4: PAYMENT AND RELEASES



- 4.2. In exchange for the payment required by Section 4.1, TT and its Current Affiliates hereby release, acquit and forever discharge RCG and its directors, officers, members, employees, agents, attorneys, Current Affiliates and all persons acting by, through, under, or in concert with them of and from any and all claims or counterclaims (including claims or counterclaims that could have been brought in the Lawsuits) or liability, known or unknown, which TT and its Current Affiliates ever had, now has, or may hereafter acquire, by reason of any matter, cause or thing whatsoever accruing, occurring or arising at any time prior to the Execution Date (i) relating to the LICENSEE Patents or the Lawsuits and (ii) for infringement (including inducement and contributory infringement) of any TT Patents by the manufacture, importation, use, sale, offer for sale, leases, license, offer for license or other disposition or distribution of LICENSEE Software. TT and its Current Affiliates further release, acquit and forever discharge RCG's customers and/or End Users from any and all claims, counterclaims or liability for infringement (including inducement and contributory infringement), known or unknown, of any TT Patents by the use, sale, offer for sale, importation or other disposition or distribution of LICENSEE Software obtained from, or given access by, RCG prior to the Execution Date.
- 4.3. TT covenants not to sue RCG and its Current Affiliates for patent infringement based on RCG's or its Current Affiliates' use of any third party products, including systems licensed to RCG by GL and CQG, prior to the Execution Date. This covenant shall not be construed as providing any license, either express or implied, under any intellectual property. This covenant shall not be construed as exhausting any rights TT has in any patents. RCG and its Current Affiliates recognize that TT is separately pursuing relief for patent infringement, including damages for infringement prior to the Execution Date, against various third party software providers, including GL and CQG. Nothing in this Section shall be construed as interfering with TT's right to recover relief against any third party for patent infringement.

- 4.4. TT covenants not to sue LICENSEE for patent infringement (including inducement and contributory infringement) based on LICENSEE using, selling, offering for sale, leasing, licensing, offering for license or otherwise disposing or distributing any third party products or software after the Execution Date. TT has the right upon sixty (60) days written notice to RCG to terminate the covenant not to sue of this Section 4.4 with respect to the products and/or software of a particular third party. At the time of or prior to providing such notice, TT shall describe in detail to LICENSEE the specific issue justifying TT's termination, including an identification of each patent at issue and its application to the particular third party's products and/or software. The Parties agree to discuss in good faith a resolution to the issue prior to the expiration of sixty (60) days from RCG receiving notice. In the event that TT terminates the covenant not to sue of this Section 4.4, TT agrees that it shall not make any claim against, nor pursue any damages from, LICENSEE for alleged infringement that occurred prior to the expiration of sixty (60) days from RCG receiving notice. This covenant shall not be construed as providing any license, either express or implied, under any intellectual property. This covenant shall not be construed as exhausting any rights TT has in any patents. LICENSEE recognizes that TT may separately pursue relief for patent infringement, including damages for infringement, against third party software providers. Nothing in this Section shall be construed as interfering with TT's right to recover relief against any third party for patent infringement.
- 4.5. RCG and its Current Affiliates hereby release, acquit and forever discharge TT and its Current Affiliates, directors, officers, members, agents, attorneys, employees and all persons acting by, through, under, or in concert with them of and from any and all claims or counterclaims (including claims or counterclaims that could have been brought in the Lawsuits) or liability, known or unknown, which RCG and its Current Affiliates ever had, now has, or may hereafter acquire, by reason of any matter, cause or thing whatsoever accruing, occurring or arising at any time prior to the Execution Date (i) relating to the TT Patents or the Lawsuit and (ii) for infringement (including inducement and contributory infringement) of any LICENSEE Patents by the manufacture, importation, use, sale, offer for sale, lease, license, offer for license or other disposition or distribution of any products. RCG and its Current Affiliates further release, acquit and forever discharge TT's customers and/or End Users from any and all claims, counterclaims or liability for infringement (including inducement and contributory infringement), known or unknown, of any RCG Licensed Patents by the use, sale, offer for sale, importation or other disposition or distribution of TT products or services obtained from, or given access by, TT prior to the Execution Date.
- 4.6 Nothing in this Agreement shall release RCG's counsel or consultants (including Geoffrey Baker, Anthony Dowell, Geoffrey Smith, Dowell & Baker, Stephen Lesavich, Lesavich High Tech Law Group and Walter Buist) from liability to RCG for malpractice or any other claim arising from their conduct in the Lawsuits.

#### ARTICLE 5: PATENT MARKING

5.1 Beginning on December 1, 2011 and throughout the Term of this Agreement, LICENSEE shall mark Licensed Products with the following notation in a manner to be approved by TT, which approval shall not be unreasonably withheld (e.g., on a splash screen or about box): "Licensed under Trading Technologies International, Inc.'s [INSERT APPLICABLE PATENT NUMBERS PER TT'S INSTRUCTIONS]."

- 5.2. LICENSEE agrees that TT, from time to time, can amend the form of the required notice set forth in Section 5.1 to require LICENSEE to mark other TT Licensed Patents than the patents identified in the current instructions or to remove patents identified in the current instructions by providing RCG with written notice of the specific patent(s) to be marked and the type of product(s) on which such patent(s) should be marked, *provided*, *however*, that such revised notices may only include references to patents that contain at least one claim that cover a feature in the product identified. Any such marking shall be done in a manner to be approved by TT, which approval shall not be unreasonably withheld (e.g., on a splash screen or an about box) and shall state "Licensed under Trading Technologies International, Inc.'s [INSERT APPLICABLE PATENT NUMBERS PER TT'S INSTRUCTIONS]."
- 5.3. TT shall indemnify, defend, and hold harmless LICENSEE and its directors, officers, members, employees ("Indemnified Entities") from and against any and all liabilities, obligations, losses, penalties, actions, suits, claims, damages, and reasonable actual out-of-pocket expenses (including reasonable attorneys' fees) that arise out of a claim made or action threatened against LICENSEE alleging LICENSEE's false marking of Licensed Patents based on LICENSEE's compliance with this Article 5, provided that LICENSEE:
- 5.3.1. notifies TT in writing as soon as reasonably practicable after becoming aware of any claim or threatened action;
- 5.3.2. notifies TT in writing as soon as reasonably practicable regarding all substantive communications regarding such claim or action;
- 5.3.3. affords reasonable assistance to TT (but only at the request of TT) in the defense of such claim; and
- 5.3.4. allows TT full control of the defense of the claim (including any compromise related to the claim) on LICENSEE's behalf; provided that TT will not without LICENSEE prior written approval, which approval will not be unreasonably withheld or delayed, enter into any settlement or compromise, or agree to any judgment that requires an admission from LICENSEE or any monetary payment by LICENSEE or that requires LICENSEE to modify or replace products or software that already have been distributed.
- 5.4. Notwithstanding anything herein to the contrary, TT shall have no liability for and no obligation to defend any LICENSEE or any Indemnified Entity against, any claim of false marking to the extent such claim arises from LICENSEE's failure to comply with TT's instructions regarding marking pursuant to Sections 5.1-5.2.
- 5.5. The remedies set forth in Section 5.3 shall be LICENSEE's sole and exclusive remedy and TT's sole and exclusive liability in the event of any false marking claim.
- 5.6. RCG agrees to notify TT of relevant changes made to its Licensed Products. In the event RCG has a good faith belief that a product change results in its current marking pursuant to TT's instructions as incorrect, then RCG shall notify TT of such belief. The Parties agree that the release notes as currently provided by RCG to customers via email satisfy RCG's obligations under this Section. Should RCG cease providing release notes via email, RCG will provide a similar summary of changes made to its products to TT.

5.7. Should additional patents issue to RCG that cover a TT product, the Parties agree to in good faith negotiate commercially reasonable marking requirements with respect to any such patents.

#### ARTICLE 6: ACCRUALS, PAYMENTS AND RECORDS

- 6.1. Royalties shall accrue under Section 3.1 each time there is an Applicable Trade.
- 6.2. RCG shall within thirty (30) days following the end of each calendar month furnish to TT a statement, in a form reasonably acceptable to TT and signed by an authorized employee or agent of RCG, showing the number of Applicable Trades and associated Base Units that are subject to royalties under this Agreement for the previous month and shall at the same time remit payment to TT for the royalties payable to TT pursuant to Article 3 herein. RCG shall pay all royalties and other payments due hereunder in U.S. dollars. All royalties for an accounting period computed in other currencies shall be converted into U.S. dollars at the exchange rate for bank transfers from such currency to U.S. dollars as quoted by the head office of Citibank N.A., New York, USA, at the close of banking on the last day of such accounting period (or the first business day thereafter if such last day is a non-business day).
- 6.2. Royalties due to TT pursuant to this Agreement and the payments due to TT pursuant to Sections 4.1 shall be paid by wire transfer to the following account, as may be altered from time to time by TT:

#### Wire Transfer Account

JPMorgan Chase Bank, N.A. 10 S. Dearborn 35<sup>th</sup> Floor Chicago, IL 60603 Wire Transfer Dept: (888) 434-3030

Account Name: Trading Technologies, Inc.

Account #: 5300066087 Routing #: 021000021 Swift #: CHASUS33

- 6.4. For so long as RCG is obligated to pay any royalties under this Agreement, LICENSEE shall keep and maintain complete and accurate records, for the current year and the preceding five years, of all data reasonably required for the verification and computation of the amounts to be paid and the information to be reported under or relevant to performance of this Agreement. LICENSEE shall maintain such records for a period of five (5) years after the end of the Term ("Reporting Period").
- 6.5. At any time during the Reporting Period, TT may, upon reasonable notice, require that an audit of the relevant records and technology of LICENSEE be performed by an independent third party firm or firms (e.g., Deloitte Touche Tohmatsu, PricewaterhouseCoopers, Ernst & Young, or KPMG) acceptable to both parties to certify that the reports and payments are correct. TT acknowledges that LICENSEE operates in a highly regulated industry and is subject to frequent

War

regulatory audits that must take priority over any audit under this Section 6.5. A "regulatory audit" is an audit mandated and conducted by an accredited exchange, governmental or self-regulatory body. Without regard to priority of notice, any audit proposed or scheduled under this Section 6.5 will be delayed, but not unreasonably so, if the audit will conflict or interfere with the regulatory auditors or the availability of LICENSEE records and/or staff due to a regulatory audit. TT is entitled to have the independent auditor(s) have expertise in both financial and computer forensics auditing. The relevant records and technology shall include LICENSEE's computer systems and data center (including the centralized database for tracking fills and any log files), billing records/invoices, licensing agreements, financial records, bank account statements, and tax returns of LICENSEE to the extent reasonably required by the independent auditor(s) to conduct the audit. Any auditor who acts pursuant to this section shall be required to sign a non-disclosure agreement that prevents disclosure of RCG's confidential information to third parties. An audit shall be conducted during regular business hours or otherwise as agreed by TT and RCG and shall cover no more than reports for the previous sixty (60) months. The cost of such audits, other than costs and fees associated with RCG's employees', agents' or consultants' time and effort which shall be borne by RCG exclusively, will be borne by TT unless a payment discrepancy unfavorable to TT greater than five percent (5%) of the amounts paid in the period being audited is discovered ("Underpayment Discrepancy"), in which case RCG shall pay the out-of-pocket cost of the audit. TT's auditors will conduct no more than one (1) audit per year unless an Underpayment Discrepancy is discovered in an audit, in which case TT's auditors may conduct up to four (4) audits in the immediately subsequent twelve (12) month period, subject to the same cost allocations and timing restrictions described above in this section 6.5.

6.6. In the event an Underpayment Discrepancy is discovered, TT shall have the option of requiring LICENSEE to pay to TT as liquidated damages and not as a penalty an additional royalty on the difference between the amount reported and the amount that the audit determines should have been reported as follows:

15% in the event of a first Underpayment Discrepancy; 30% in the event of a second Underpayment Discrepancy; 45% in the event of a third Underpayment Discrepancy; and 15% \* N in the event of the Nth Underpayment Discrepancy.

Notwithstanding the foregoing, the liquidated damages shall not exceed a royalty rate of \$.10 per side for futures and comparable amounts for other asset classes on the difference between the amount reported and the amount that the audit determines should have been reported. Upon a third Underpayment Discrepancy or upon any Underpayment Discrepancy subsequent to a third Underpayment Discrepancy, TT shall also have the option of terminating any license granted hereunder.

6.7. Any payments or portions thereof due under this Agreement, including payments found to be due after an audit, which are not paid on the date such payments are due, shall bear a monthly interest charge of the lesser of 1.5% per month or the maximum permitted by law, in each case calculated on the number of days such payment is delinquent. If a payment discrepancy is determined by any audit and not disputed in Good Faith (defined below), LICENSEE shall pay the outstanding amount and any liquidated damages (if applicable) within thirty (30) days after receiving written notice thereof with adequate supporting documentation evidencing the payment

deficiency, plus interest on outstanding amounts as specified in this Section. If an overpayment discrepancy is determined by any audit, LICENSEE shall be entitled to apply a credit to any future amounts due under Section 3 with adequate supporting documentation evidencing the overpayment(s). For purposes of this Section, LICENSEE shall be deemed to have disputed a payment deficiency in Good Faith if: (a) such payment deficiency is disputed by LICENSEE in good faith; (b) LICENSEE provides to TT a written notice describing in reasonable detail the nature of the dispute; and (c) LICENSEE pays to TT when due all undisputed amounts due under this Agreement. LICENSEE and TT agree to use best efforts to promptly resolve any such Good Faith dispute.

## ARTICLE 7: TERM, TERMINATION AND ASSIGNABILITY

- 7.1. This Agreement shall become effective upon the Effective Date retroactive to the Execution Date and shall remain in full force and effect until the expiration of the Term unless it is terminated earlier as permitted in this Agreement. Upon the expiration of the Term or any earlier termination, all provisions of this Agreement (including any license rights granted herein) shall terminate except as provided in Section 7.5.
- Any Party to this Agreement (a "Notifying Party"), in addition to any other remedies that it may have, may at its election terminate this Agreement, effective upon written notice to another Party (an "Affected Party"), in the event of a material default or material breach by the Affected Party of any of its obligations under this Agreement which default or breach remains uncured thirty (30) days after the Notifying Party gives the Affected Party written notice thereof. TT and TTBD, in addition to any other remedies they may have (including the right to terminate under Section 6.8), may at their election terminate this Agreement or the licenses granted by TT and/or TTBD hereunder, effective upon written notice to RCG, in the event any of the following actions is committed by or occurs with respect to LICENSEE: (i) LICENSEE's admission in writing of its inability to pay its debts generally as they become due or making of an assignment for the benefit of creditors; (ii) LICENSEE's institution of or consent to the filing of a petition in bankruptcy; (iii) the appointment of a receiver for all or substantially all of the property of LICENSEE; (iv) the institution by LICENSEE of any proceedings for the liquidation or winding up of LICENSEE's business or the termination of its corporate charter; (v) a court's determination that the LICENSEE is bankrupt or insolvent; (vi) LICENSEE's failure to maintain records which meet the requirements of Section 6.4; (vii) RCG's failure to pay any undisputed accrued royalties; (viii) LICENSEE's failure to make any other payment required herein; or (ix) LICENSEE's failure to permit an audit pursuant to Section 6.5. With respect to subparagraphs (vi), (vii), (viii), and (ix) above, such right to terminate shall arise only if LICENSEE does not cure such failure within sixty (60) days after mailing of written notice from TT to RCG specifying in reasonable detail the nature of such failure. Upon termination of this Agreement, RCG shall remain obligated to provide an accounting for and to pay all monies due to TT up to the date of the termination.
- 7.3. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. LICENSEE shall not be permitted to transfer or assign any rights granted hereunder without TT's prior written approval, any such attempted assignment shall be void, and upon the occurrence of any such attempted assignment, TT may, in its sole discretion, terminate the Agreement or the licenses granted hereunder after no less than ninety (90) days written notice to RCG. In the event that LICENSEE (i) merges,

consolidates, sells or transfers all or substantially all of its assets or ownership interest to a third party; (ii) merges into or with a third party; or (iii) enters into or takes part in any other transaction or series of transactions that result in a change of control of LICENSEE, then the licenses granted hereunder may be transferable to the surviving or succeeding entity only to the extent TT provides prior written approval, which shall not be unreasonably withheld or delayed. Should TT or TTBD transfer rights in any of the TT Licensed Patents sufficient to vest a right to sue for patent infringement in a third party, TT or TTBD shall require, as a condition of the transfer of rights, that the third party abide by any relevant covenants not to sue contained herein and agree to require any and all potential further transferees to abide by any relevant covenants not to sue contained herein. Should LICENSEE transfer rights in any of the LICENSEE Patents sufficient to vest a right to sue for patent infringement in a third party, LICENSEE shall require, as a condition of the transfer rights, that the third party abide by any relevant covenants not to sue contained herein and agree to require any and all potential further transferees to abide by any relevant covenants not to sue contained herein and agree to require any and all potential further transferees to abide by any relevant covenants not to sue contained herein.

- 7.4. No failure or delay on the part of either Party in exercising its right of termination or cancellation hereunder for any one or more causes shall be construed to prejudice its right of termination or cancellation for such or any other or subsequent cause.
- 7.5. The following provisions shall survive termination of this Agreement: Section 2.2, and Articles 4, 6, 7, 8, 10, 12.1, 12.3, and 13. In addition, Sections 2.1, 2.3 and 2.4 and Articles 3 and 9 shall survive termination of this Agreement with respect only to acts performed prior to the date of termination. In the event of a royalty suspension pursuant to Section 3.3, the Agreement remains in place and LICENSEE's obligations, including LICENSEE's obligations under Section 6, continue as if LICENSEE remained obligated to pay royalties hereunder with respect to trades that are licensed or otherwise permitted under an agreement with an Exchange or FCM.
- 7.6. If this Agreement is not terminated before the end of the Term by TT as permitted herein, LICENSEE shall have the right to renew the licenses granted herein under TT Licensed Patents with respect to the making, using, selling, offering for sale, importing or otherwise distributing of Licensed Products for an additional minimum three (3) year term at royalty rates no greater than the royalty rates set forth in Section 3 if RCG notifies TT of such election to renew sixty (60) days before the end of the Term. Likewise, with respect to any renewal term, LICENSEE shall have the right to renew the licenses granted herein under TT Licensed Patents with respect to the making, using, selling, offering for sale, importing or otherwise distributing of Licensed Products for an additional minimum three (3) year term at royalty rates no greater than the royalty rates set forth in Section 3 if RCG notifies TT of such election to renew sixty (60) days before the end of the applicable renewal term.

# ARTICLE 8: TERMINATION OF CIVIL ACTION

- 8.1. Promptly after the Execution Date, TT and LICENSEE shall cause their respective attorneys to execute and file with the court in the Lawsuits, Consent Judgments in the forms attached hereto as Exhibits A and B.
- 8.2. The Parties agree that the Consent Judgments shall remain in full force and effect until the expiration of the last to expire of the '304, '132, '411, '768, '382, '996 and '374 patents or with

plan

respect to each of these patents respectively, unless or until a final and non-appealable judgment or decision by a court or tribunal of competent jurisdiction or by the USPTO that such patent is invalid. In the event that LICENSEE materially breaches or defaults under the terms of this Agreement, and fails to cure such material breach or default within thirty (30) days of notice thereof or that TT terminates pursuant to Section 6.8, then TT may seek immediate enforcement of the permanent injunctions set forth in the Consent Judgments together with any other available remedies. In the event that the term "static" in the claims of the '382 and '996 patents is found in a final non-appealable judgment to have substantially the same meaning as that term was found to have had by the court in the '132 and '304 patents, then TT shall grant to LICENSEE a covenant not to sue under the '382 and '996 patents for making, using, selling, offering for sale, importing and/or otherwise distributing an Automatic Repositioning Ladder and LICENSEE shall not be held to Sections 2.2(b) and 2.2(c).

# ARTICLE 9: MOST FAVORED LICENSEE

9.1. If TT hereafter grants another license or covenant not to sue under the TT Licensed Patents with terms and conditions that are substantially similar to this Agreement and the other license or covenant not to sue contains a royalty rate that is more favorable than the royalties charged herein, TT shall notify RCG. RCG shall be entitled to receive the same favorable royalty rates with respect to the TT Licensed Patents, subject to the terms and conditions under which such more favorable rate was granted. This Agreement shall be modified accordingly by written amendment, which amendment shall be effective only for the period such more favorable royalty rates are in effect under such other license and TT shall refund to RCG the difference between the amount RCG actually paid to TT in royalties and the amount that RCG would have paid had the more favorable royalties applied from the date such more favorable royalty rates first came into effect. Obtaining the more favorable royalties shall be LICENSEE's sole remedy for a breach of this provision. The foregoing provisions shall not apply where LICENSEE elects to continue paying royalties on the basis set forth in this Agreement.

### ARTICLE 10: CONFIDENTIALITY

- 10.1 The Parties shall keep Section 4.1 confidential except:
  - 10.1.1. With the prior written consent of the other Party:
- 10.1.2. As required by any governmental body or judicial entity or regulatory agency having jurisdiction and calling therefor, provided that prior notification of any such disclosure shall be provided by the disclosing Party to the non-disclosing Party and the disclosing Party shall take all reasonable efforts to preserve the confidentiality of the amount of the Past Damages as set forth in Section 4.1 (including seeking a protective order limiting disclosure to attorneys or confidential treatment under FOIA);
- 10.1.3. As otherwise may be required by law or a financial exchange established under law, and the rules and regulations of or pertaining to such law or exchange, including those promulgated under the U.S. Securities Act and Securities Exchange Act, and by securities exchange established thereunder;

- 10.1.4. To legal counsel or financial consultants representing either Party;
- 10.1.5. To the independent auditors of either Party; or
- 10.1.6 To the extent any such information is or becomes generally known to the public by any means other than a breach of the obligations of this Agreement by, or other wrongful act of, any party.
- 10.2. Notwithstanding the provisions of Section 10.1 above, the Parties may produce this Agreement in unredacted form to third parties in litigation involving TT or LICENSEE Patents if there is a Protective Order in place in such litigation and if the unredacted Agreement is produced under the confidential tier of that Protective Order (which permits disclosure to specified non-attorney representatives of such third parties who are bound by the terms of the Protective Order).

## ARTICLE 11: REPRESENTATIONS AND WARRANTIES

- 11.1. The Parties represent and warrant that the terms and conditions of this Agreement do not violate their respective Certificates of Incorporation or By-laws and do not conflict with any other agreements to which they are a party or by which they are bound. Each Party further represents and warrants that no one other than it has or had the right to bring a claim against the other Party based on such Party's asserted patents in the Lawsuits and that it has not assigned to anyone any rights, claims, or causes of action against the other Party.
- 11.2. Each Party represents and warrants that all of its Affiliates shall undertake all obligations contained herein as if such Affiliates were directly named as parties to this Agreement. Notwithstanding the foregoing, no right granted under this agreement shall extend to any Affiliate unless expressly stated herein.
- 11.3. LICENSEE represents and warrants that as of the Execution Date the following list of software identifies the only LICENSEE Software since July of 2004: Onyx®, Onyx® 2, Onyx® Glide, Onyx® Plus, Onyx® Pro, Onyx® Web Trader, RCG Spreader, RCG Fix API, RCG Onyx® API.
- 11.4. LICENSEE represents and warrants that it has the ability to track the number of contracts traded using LICENSEE Software by End User and Customer sufficient to allow LICENSEE to comply with its royalty obligations as set forth in Article 3. LICENSEE further represents and warrants that it has the ability to track the number of contracts traded resulting from orders generated by third party software connected to an Exchange via a LICENSEE API in a manner sufficient to allow LICENSEE to comply with its royalty obligations as set forth in Article 3. LICENSEE agrees that in the course of an audit initiated pursuant to Section 6.5 (i) LICENSEE shall provide, upon request of TT's independent auditor, a detailed and complete description and demonstration of the functionality of such tracking system and (ii) that TT's independent auditors may test such system to discern its ability to track appropriately. In the event that TT's independent auditor uncovers a problem with the tracking system and LICENSEE takes steps to address that problem, then TT's independent auditor shall be permitted to receive an additional detailed and complete description and demonstration of the updated functionality of the tracking

system and to test such system to discern its ability to track appropriate without having to initiate a new audit.

- 11.5. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE PARTIES MAKE NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO THE VALIDITY OR ENFORCEABILITY OF ANY OF THE TT LICENSED PATENTS AND ANY WARRANTY THAT ANY PRODUCT LICENSED HEREUNDER DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PERSON. EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE 5, EACH PARTY DISCLAIMS ANY UNDERTAKING OF THE OTHER PARTY TO INDEMNIFY, DEFEND OR HOLD SUCH PARTY HARMLESS FROM ANY DAMAGES OR COSTS ARISING FROM ANY CLAIM THAT THE OTHER PARTY'S EXERCISE OF THE INTELLECTUAL PROPERTY RIGHTS LICENSED UNDER THIS AGREEMENT INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PERSON.
- 11.6. RCG represents and warrants that as of the Execution Date, the following lists all of RCG's Affiliates: Rosenthal Global Securities, LLC, Rosenthal Collins Capital Management, LLC, Rosenthal Collins Group (U.K.) Limited, Dreadnought Partners, LLC, Knot, LLC, Leslie Rosenthal, J. Robert Collins.
- 11.7. TTBD represents and warrants that it does not own and cannot enforce any patents, including the Licensed Patents and the '304 and '132 patents.
- 11.8. Each Party represents and warrants to the other Party that it has no known claims or causes of action not asserted in the Lawsuits against the other Party as of the Execution Date.

## ARTICLE 12: CHALLENGE OF PATENTS

- 12.1. LICENSEE agrees that the '132, '304, '411, '768, '382, '996 and '374 patents and the foreign counterparts thereto ("Brumfield Patents") are valid and enforceable. Nothing in this Section 12.1 shall be construed to apply to any other patents. LICENSEE further agrees that it shall not directly or indirectly challenge or oppose the validity, enforceability or patentability of any claims of the Brumfield Patents including, without limitation, directly or indirectly aiding or assisting any Person in challenging or opposing the validity, patentability or enforceability of any claims of the Brumfield Patents, including participating in any action contesting the validity of any of these patents or in a reexamination or opposition of any of these patents. To the extent that it has not already done so, LICENSEE agrees to promptly withdraw from the Opposition it filed with others to challenge, in the European Patent Office, the validity of European Patent No. EP 1 319 211. The foregoing shall not prevent RCG from defending against a claim of infringement of any Excluded Patent Claims by proving that such a Claim is invalid or unenforceable under the applicable patent laws of the relevant country.
- 12.2. For the Term, LICENSEE agrees that the Licensed Patents are valid and enforceable. For the Term, LICENSEE further agrees that it shall not directly or indirectly challenge or oppose the validity, enforceability or patentability of any claims of the Licensed Patents (or foreign counterparts thereto) including, without limitation, directly or indirectly aiding or assisting any

Wer

Person in challenging or opposing the validity, patentability or enforceability of any claims of the Licensed Patents, including participating in any action contesting the validity of any of these patents or in a reexamination of any of these patents.

12.3. Notwithstanding anything to the contrary in this Article 12, LICENSEE may respond to a subpoena or court order or to a request by a governmental body or tribunal of competent jurisdiction for the production of information or to provide testimony without violating this Article 12 or Section 13.10.

## ARTICLE 13: MISCELLANEOUS PROVISIONS

- 13.1. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof.
- 13.2. Nothing contained in this Agreement shall be construed as:
- 13.2.1. a warranty or representation that the manufacture, sale, offer for sale, lease, import, use or other disposition of Licensed Products and/or LICENSEE Software hereunder will be free from infringement of intellectual property rights of third parties, including patents, utility models, trade secrets, trademarks, trade names, copyrights, rights in mask works, or the like;
- 13.2.2. an agreement to bring or prosecute actions or suits against third parties for infringement or conferring any right to bring or prosecute actions or suits against third parties for infringement;
- 13.2.3. conferring any rights to use in advertising, publicity or other marketing activities any name, trademark, or other designation of either Party hereto;
- 13.2.4. conferring by implication, estoppel or otherwise upon either Party hereunder any license or other right except the licenses and rights expressly granted hereunder to a Party hereto; or
  - 13.2.5. an obligation to furnish any technical assistance or information or know-how.
- 13.3. Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communications hereunder shall be deemed duly given (i) three (3) business days after it is sent by registered or certified mail, return receipt requested, proper postage prepaid, (ii) one (1) business day following transmission by facsimile when receipt is electronically confirmed (provided that the original shall be contemporaneously sent by first class mail), or (iii) one (1) business day following deposit with a recognized national overnight courier service for next day delivery, charges prepaid, and, in each case, addressed to the intended recipient as set forth below:

#### If to LICENSEE:

Rosenthal Collins Group, LLC 216 West Jackson Boulevard Suite 400 Chicago, Illinois 60606 Attention: General Counsel

If to TT:

If to TTBD

Trading Technologies International, Inc. 222 South Riverside Plaza Suite 1100 Chicago, Illinois 60606

Attention: General Counsel

TTBD, LLC 222 South Riverside Plaza Suite 1100 Chicago, Illinois 60606 Attention: General Counsel

Any Party may give any notice, request, demand, claim or other communication hereunder using any means not specified above (including personal delivery, expedited courier, messenger service, telex or electronic mail), but no such notice, request, demand, claim or other communication given in such other manner shall be deemed to have been duly given unless and until it is actually delivered to the individual for whom it is intended. Any Party may change the address or designated recipient to which notices, requests, demands, claims or other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

- 13.4. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same is in writing and signed by the affected Parties. No waiver of any default, misrepresentation or breach of this Agreement shall be valid unless the same is in writing and signed by the Party granting such waiver. No waiver by any Party of any default, misrepresentation or breach of this Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence of such kind.
- Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the invalid or unenforceable term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power, which power the Parties hereby request such court to exercise, to reduce the scope, duration or geographic limitation of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

- 13.6. Captions. The section numbers and captions used in this Agreement are for convenience only and shall not be used in interpreting in this Agreement.
- 13.7. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois. The parties agree that the United States District Court for the Northern District of Illinois, Eastern Division shall have jurisdiction over matters relating to this Agreement, including the right to enforce this Agreement and/or the Consent Judgment.
- 13.8. Independent Contractors. Nothing herein shall be construed to create any relationship of agent and principal, partnership, joint venture, or employee/employer between the Parties. Neither Party shall have the authority or right, or represent that it has such authority, to bind or obligate the other Party.
- 13.9. The Parties acknowledge that they have entered into this Agreement of their own free will, and have not relied on any inducement by the other Party to enter into this Agreement (even if such inducement occurred), nor have they relied on any warranty or representation by the other Party not explicitly set forth in this Agreement (even if such warranties or representations were made).
- 13.10. Each Party agrees that, now and in the future, the Party will not make any disparaging or derogatory statements in relation to this Agreement or about the other Party to the public or the Party's employees or engage in any conduct that would impugn, malign, denigrate, or otherwise harm the good will or public image of the other Party with respect to this Agreement. The Parties agree that any comments made to the public or to a Party's employees regarding this Agreement that accurately describe terms and/or conditions of this Agreement shall not violate this Section 13.10, subject to the confidentiality provisions of Article 10.
- 13.11. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used herein has a comparable meaning whether used in a masculine, feminine or gender-neutral form. The term "include" and its derivatives shall have the same construction as the phrase "include, without limitation," and its derivatives. The exhibits identified in this Agreement are incorporated by reference and made a part hereof.
- 13.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 13.13. Directly or Indirectly. Where any provision of this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether the action in question is taken directly or indirectly by such Person.
- 13.14. Governmental Compliance. LICENSEE and TT shall abide by all applicable export laws and regulations relating to the use and distribution of the Licensed Products or products licensed under LICENSEE Patents as applicable and shall not market or distribute any Licensed Products to customers outside of the United States in violation of any laws and regulations of the United States or any other country or sovereign nation applicable to sales outside of the United States.
- 13.15. Compliance with Laws. The Parties agree to comply and do all things necessary to enable the other Party to comply with all applicable federal, state and local laws, regulation, ordinances, self-regulatory agency and accredited exchange rules including the regulations of the United States Government as they relate to this Agreement.
- 13.16. Notice of Events Affecting Performance. Each Party shall promptly provide written notification to the other Party of, including a description of, the impending and/or actual occurrence of any of the following events:
- 13.16.1. insolvency proceedings that may adversely affect a Party's performance under this Agreement; and
- 13.16.2. any other factor or event which may detrimentally affect a Party's ability to meet the requirements of this Agreement.
- 13.17. Force Majeure. No party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event. If a Force Majeure continues for a period of 3 months or more, the other party may (without affecting the accrued rights and obligations of each party as of that date) terminate this agreement immediately by notice to the other party.
- 13.18. Enforcement Expenses. In the event of any dispute arising out of the subject matter of this Agreement that is resolved by litigation, the prevailing Party shall recover, in addition to any other damages assessed, its reasonable expenses, including reasonable attorneys' fees and costs, incurred in litigating such dispute.

[Signatures on Following Page]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first written above by its duly authorized representative.

ROSENTHAL COLLINS GROUP, LLC

By:

TRADING TECHNOLOGIES INTERNATIONAL, INC.

Name: MICHAEL G. RYAN

EVP, GENERAL COUNSEL TRADING TECHNOLOGIES INTERNATIONAL, INC. Title:

TTBD LLC

Name:

Title:

#### UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

Trading Technologies International, Inc.	)	
	)	Civil Action No. 10 C 929
Plaintiff,	)	(Consolidated with:
	)	10 C 715, 10 C 716, 10 C 718
v.	)	10 C 720, 10 C 721, 10 C 726,
	)	10 C 882, 10 C 883, 10 C 884,
Rosenthal Collins Group, LLC.		10 C 885, 10 C 931)
	)	
		Judge Virginia M. Kendall
Defendant.		The state of the s

#### CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated November 9, 2011 ("Settlement Agreement") (a redacted copy of which is attached as Exhibit 1 hereto) which shall become effective upon entry of this Consent Judgment and a Consent Judgment filed in Civil Action No. 05 C 04088 and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendant, Rosenthal Collins Group, LLC ("RCG"), judgment is hereby entered against RCG upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against RCG on February 10, 2010. This action alleges infringement of U.S. Patent Nos. 7,212,999 ("'999 patent"), 7,533,056 ("'056 patent"), 7,587,357 ("'357 patent"), and 7,613,651 ("'651 patent"). The complaint was subsequently amended to add claims of infringement of U.S. Patent Nos. 7,676,411 ("'411 patent"), 7,693,768 ("'768 patent"), 7,725,382 ("'382 patent"), 7,813,996 ("'996 patent"), 7,904,374 ("'374 patent") and 7,930,240 ("'240 patent"). RCG has received and reviewed a copy of the Complaint and Amended Complaints filed

by TT in this action. RCG filed a counterclaim alleging infringement by TT of U.S. Patent Nos. 7,555,456 and 7,734,533.

- 2. This Court has jurisdiction over the parties to this action and over the subject matter of the Complaint.
- 3. TT is the sole and exclusive owner of the patents-in-suit asserted by TT, and has the right to sue upon, and recover damages for past infringement and enjoin future infringement of the patents-in-suit.
- 4. All claims of the '411, '768, '382, '996 and '374 patents are valid and enforceable.
- 5. RCG has infringed the '411, '768, '382, '996 and '374 patents under 35 U.S.C. Section 271 by making, using, selling, offering for sale, importing and/or otherwise distributing electronic trading software that includes what RCG has called the ABV window, including the Onyx®, Onyx® 2, Onyx® Glide, Onyx® Plus, Onyx® Pro, Onyx® Web Trader, and RCG Spreader software. Documentation describing these products is included in Exhibit 2.
- 6. Defendant RCG, its officers, agents, servants, employees, and other persons who are in active concert or participation with RCG (including its directors, partners, members, affiliates, subsidiaries, assigns, successors-in-interest to the extent permitted by Fed. R. Civ. P. 65) are hereby permanently enjoined (unless expressly permitted by TT (for example pursuant to the license granted in the Settlement Agreement)) during the terms of the '411, '768, '382, '996 and '374 patents from infringing the '411, '768, '382, '996 and '374 patents, including, without limitation, by the making, using, selling, offering for sale, importing, and otherwise distributing in the United States the electronic

2

Page 296 of 418

trading software products referred to in paragraph 5 above. This injunction applies, *inter alia*, to the use of the electronic trading software products referred to in paragraph 5 above for electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

- 7. Pursuant to the Settlement Agreement, RCG has agreed to pay to TT an amount (specified in the Settlement Agreement) in settlement of TT's claims.
- 8. The Settlement Agreement resolves all claims in this action. Accordingly, TT's claims of patent infringement of the '999, '056, '357, '651 and '240 patents are hereby dismissed with prejudice. Further, all counterclaims, including RCG's claims of patent infringement, are dismissed with prejudice.
- 9. This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment and the Settlement Agreement between the parties pursuant to which the Consent Judgment is filed.
- The right to enforce this Consent Judgment shall transfer to any successor-ininterest to any party.
- 11. Each party shall bear its own costs and attorneys' fees.

[Signatures on Following Page]

3

SO ORDERED	
Dated:	
	Virginia M. Kendall United States District Court Judge
AGREED TO:	
Dated:	
	Leif R. Sigmond, Jr. (ID No. 6204980) Matthew J. Sampson (ID No. 6207606)
	McDonnell Boehnen Hulbert & Berghoff LLP 300 South Wacker Drive
	Chicago, IL 60606
	Tel.: (312) 913-0001
	Fax: (312) 913-0002
	Attorneys for Plaintiff
	TRADING TECHNOLOGIES
	INTERNATIONAL, INC.
Dated:	
Dated.	Stacie R. Hartman (ID No. 6237265)
	Schiff Hardin LLP
	233 S. Wacker Dr 6600
	Chicago, IL 60606
	Attorneys for Defendant
	ROSENTHAL COLLING CROUP LLC

"to be inserted"

Page 299 of 418 TTX03255058

"to be inserted"

Page 300 of 418 TTX03255059

#### UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

Rosenthal Collins Group, LLC,	20 10 10 10 10 10 10 10 10 10 10 10 10 10
Plaintiff,	Civil Action No. 05 C 04088
v. )	Judge Sharon Johnson Coleman
Trading Technologies International, Inc.,	Magistrate Judge Young B. Kim
Defendant. )	

#### CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated November 9, 2011 ("Settlement Agreement") (a redacted copy of which is attached as Exhibit 1 hereto) which shall become effective upon entry of this Consent Judgment and the entry of a Consent Judgment filed in Civil Action No. 10 C 929 and upon consent of Defendant, Trading Technologies International, Inc. ("TT") and Plaintiff, Rosenthal Collins Group, LLC ("RCG"), judgment is hereby entered against RCG upon TT's Counterclaims, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. RCG commenced this action for, *inter alia*, a declaratory judgment of non-infringement and invalidity against TT on July 15, 2005. TT filed counterclaims against RCG on August 23, 2005. TT's counterclaims allege infringement of U.S. Patent Nos, 6,766,304 ("304 patent") and 6,772,132 ("132 patent"). RCG's declaratory judgment claims also relate to the '304 and '132 patents. RCG has received and reviewed a copy of the Counterclaims filed by TT in this action.

- 2. This Court has jurisdiction over the parties to this action and over the subject matter of the Complaint.
- 3. TT is the sole and exclusive owner of the patents-in-suit asserted by TT, and has the right to sue upon, and recover damages for past infringement and enjoin future infringement of the patents-in-suit.
- 4. All claims of the '304 and '132 patents are valid and enforceable.
- 5. RCG has infringed the '304 and '132 patents under 35 U.S.C. Section 271 by making, using, selling, offering for sale, importing and/or otherwise distributing electronic trading software that includes what RCG has called the ABV window, including the Onyx®, Onyx® 2, Onyx® Pro, Onyx® Web Trader and RCG Spreader software. Documentation describing these products is included in Exhibit 2.
- 6. Defendant RCG, its officers, agents, servants, employees, and other persons who are in active concert or participation with RCG (including its directors, partners, members, affiliates, subsidiaries, assigns, successors-in-interest to the extent permitted by Fed. R. Civ. P. 65) are hereby permanently enjoined (unless expressly permitted by TT) during the terms of the '304 and '132 patents from infringing the '304 and '132 patents, including, without limitation, by the making, using, selling, offering for sale, importing, and otherwise distributing in the United States the electronic trading software products referred to in paragraph 5 above. This injunction applies, *inter alia*, to the use of the electronic trading software products referred to in paragraph 5 above for electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).
- 7. Pursuant to the Settlement Agreement, RCG has agreed to pay to TT an amount (specified in the Settlement Agreement) in settlement of TT's claims, which includes the

fine assessed against RCG in the Court's order dated Feb. 23, 2011. RCG has no further obligations to make any payment to the Court.

- 8. The Settlement Agreement resolves all claims in this action. Accordingly, RCG's counts in its complaint are hereby dismissed with prejudice.
- 9. This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment and the Settlement Agreement between the parties pursuant to which the Consent Judgment is filed.
- 10. The right to enforce this Consent Judgment shall transfer to any successor-ininterest to TT any party.
- 11. The Clerk of the Court is hereby ordered to release all funds held in Escrow in the Court's registry fund pursuant to Judge Kim's July 21, 2010 order to TT. Otherwise, each party shall bear its own costs and attorneys' fees.

[Signatures on Following Page]

SO ORDERED	
Dated:	
	Sharon Johnson Coleman United States District Court Judge
AGREED TO:	
Dated:	
	Leif R. Sigmond, Jr. (ID No. 6204980) Matthew J. Sampson (ID No. 6207606) McDonnell Boehnen Hulbert & Berghoff LLP 300 South Wacker Drive Chicago, IL 60606 Tel.: (312) 913-0001 Fax: (312) 913-0002  Attorneys for Defendant TRADING TECHNOLOGIES INTERNATIONAL, INC.
Dated:	William F. Abrams (SBN 88805)
	Bingham McCutchen LLP 1900 University Avenue
	East Palo Alto, CA 94303-2223
	Telephone: 650.849.4880
	Facsimile: 650.849.4800
	Attorneys for Plaintiff
	ROSENTHAL COLLINS GROUP LLC

"to be inserted"

Page 305 of 418 TTX03255064

"to be inserted"

Page 306 of 418 TTX03255065

Page 307 of 418 TTX03255066



## Welcome to RCG Onyx®

### State of the Art Electronic Futures Trading Platform

- No monthly platform charge
- 5% rebate program
- © One-click execution
- Trailing stops and bracket orders
- Excel data export capability
- Customized screen layouts
- Easy-to-drag features from one window to another
- Online tutorial for minimal trade training
- 24hr. technology and client support

### Join the Future of Futures

We look forward to working with you, and please do not hesitate to contact us with any questions or comments. Thank you for your recent submission for your free trial of the RCG Onyx trading platform. If you have not received your free trial please confirm your contact information.

Call an Onyx representative today (866) RCG - ONYX or www.rcgonyx.com

RCG00115151

TTX03255067

### RCG Onyz® Marketing 216 W. Jackson Boulevard, Suite 400

216 W. Jackson Boulevard, Suite 400 Chicago, Illinois 60606 Website: <u>http://www.rcgonyx.com</u>

RCG00115152

Page 309 of 418 TTX03255068



RCG00115229

Page 310 of 418 TTX03255069



RCG Onyx® is Rosenthal Collins Group's exclusive electronic trading platform that allows you to easily trade global futures products electronically

RCG00115230

Page 311 of 418

## **Key Points**

**VERY, VERY FAST!!!!!** 

Automatic updates upon login!

ABV window provides market depth and multiple synthetic orders

View statements and account information on RCG Onyx Web ® Optional charting package

Price thermometer allows at a glance market movement regulation

Multiple windows facilitate multi-market trading Live streaming market data that constantly moves with the markets

## Platform Features

The Contracts Window

filter

The ABV Window

iceberg orders, trailing stops and bracket orders

The Positions Window

streaming profits and losses

Orders, Quotes, Fills and Ticket Windows

RCG Onyx ® Web

risk management, quotes, statements and charts

## Conclusion

The ABV window was designed to give you a view of market depth and offer the ability to place synthetic orders.

RCG Onyx ® Web offers you access to all of your account information including up-to-date statements from the GMI load.

Other windows, such as the quotes, orders and fills windows allow you to access all the information you need.



RCG00115234

Page 315 of 418 TTX03255074

### Script for Professional Traders Follow Outline

The Contracts Screen: Offers contracts from almost all the world's exchanges

- Demonstrate the FILTER
  - Ex. Demo: Find E mini S&P 500, Sep '08
- The Spreader (see attachment for instructions)
  - > To set up a spread position you will need to select new spread on the bottom of the contracts screen.
  - From here you will be able to set up and save your spread for later use.
- Show how to drag contracts into the ABV (transition to ABV)

PLEASE READ BEFORE PRESENTATION: The ABV screen is very important to professional traders and is probably the only screen that they will pay attention to. Most professional traders will understand the basics of the ABV, like pricing information and the different columns. You should go into depth when explaining bracket, trailing stop and iceberg orders. Manually demonstrate each of these and also how to place limit and stop orders.

#### The ABV Screen: (Ask Bid Volume)

Lets you see market depth

\*\*\* Show how to open many ABV windows at one time

- \*\*Turn off all alerts and order confirmation keys!
  - The price column
    - high / low and last traded
      - o red-high
      - oblue-low
      - ogray-last traded
    - price thermometer
      - ogreen-upward movement
      - o red- downward movement
      - o yellow- no change
    - center button (last traded price)
  - The STQ and BTQ columns
    - Your total quantity of buys and sells
  - The Buy and Sell columns
    - Display type of order (limit, stop, etc.)
  - Demonstrate: (attached are instructions for iceberg, bracket and trailing stops)
    - Market order
      - Placed by either left clicking in the buy or sell columns at the current market price, or by opening the actions key and choosing market buy or market sell
    - Limit order
      - Placed by left clicking in the bid or ask column at your desired price

RCG00115372

Page 316 of 418 TTX03255075

- Stop order (enable right click)
  - Placed by right clicking in the bid or ask column at your desired price

#### Iceberg order

- Open the synthetics window and choose "iceberg"
- Set parameters
  - Clip size
  - Random
  - Delay time
  - Random
- Choose "iceberg" in the link drop down
  - Point out the orange ABV
  - Execute

#### Bracket order

- Open the synthetics window and choose "bracket"
- Set parameters
  - Profit target
  - Loss target
  - Order types

#### Trailing stop order

- Open the synthetics window and choose "Tstop"
- Set your parameters
  - Initial Stop Loss
  - Profit Adjust to Breakeven
  - Adjust on Movement
  - Adjust Amount

#### Mention:

- Trades will be executed on a first in-first out basis
- All orders are day orders only, not good till cancelled
- Not a static ladder, the ABV screen moves constantly with the market
- Open the settings and choose to see the Volume on the side (show the ABV with Volume enabled)

(Please know that while all other screens are customizable due to patents the ABV is not)

#### The Quotes Screen:

- Show how to drag from contracts
- Demonstrate how to access "CHARTS"
- Remove a contract from the screen
- Customizable
  - > demonstrate by changing the column headers

#### The Positions Screen:

Page 317 of 418

- Shows your Profits and Losses that are real-time and loaded from the GMI
- Show how to cancel an order

RCG00115373

#### The Ticket Screen:

• Point out the ticket screen, no need to explain

#### The Orders Screen:

- Displays reasons for order rejection
- Amend or cancel working orders

#### The Fills Screen:

• Shows filled order information

#### RCG Onyx ® Web:

- Gives you the ability to view your in-depth information and allows you to upload it into spreadsheets or send the information via email.
- Allows you to view account statements up to 30 days previous and view monthly statements up to 6 months previous.
- RCG Onyx ® Web contains <u>all</u> information for an account. This includes positions taken outside of RCG Onyx ®, like orders called in or made on the floor as well as orders made on other platforms.
- It is linked to our data file and is **always correct**, so **discrepancies can be resolved** by viewing statements and positions in RCG Onyx ® Web.
- Checking RCG Onyx ® daily will help you monitor your positions and help keep an eye on your account
- You can view risk management information MENTION CHAS MARGINING!
  - -Cash margining takes into account your account balance and weighs it against the margin coast for the exchange. The result is your buying power. If you buying power decreases so will your ability to execute orders.
- You are able to see your fat finger, aggregate and daily loss limits.
- You can view your balance, positions, transactions, statements, reports, orders, fills and charts as well as exchange information and contract information.
- You can access charts to help you interpret and predict market trends

Page 318 of 418 TTX03255077

#### How to use RCG Onyx® 2

(This information is meant to provide a more detailed explanation of the different functions of RCG Onyx® 2. Please use the above outline for your demonstration, do not read off of the following information.)

<u>The Quotes Screen:</u> primary function is to provide live streaming market data for any contracts available to you.

- 1. To view a contract in the quotes screen simply drag and drop the contract you would like to view. (Demonstrate this with the contracts screen)
- 2. You can enter an order in the quotes window by selecting the trade button and a ticket window will appear.
- 3. To remove a contract from the quotes screen, click the gray button and select remove.

<u>The Contracts Screen:</u> The contracts screen allows you to choose contracts from almost all the world's exchanges.

- The most important feature on the contracts screen to explain is the filter!
   The filter is located at the bottom of the screen. You can type the letters or names of a contract and also specify dates by month and year to narrow your search.
- 2. In September the spreader will be added to RCG Onyx®. Please make sure that you are up to date with this technology.

**<u>The Positions Screen:</u>** allows you to monitor overall positions and your profits or losses.

- 1. You can filter this screen by all or one account.
- 2. In the positions screen you can close out a position as well as set trailing stops.
- 3. You can also view your streaming, real-time profits and losses.

The Ticket Screen: allows you to place entry, closing and specialized orders.

- 1. In the ticket screen you can place limit, stop, stop-limit and iceberg orders.
- 2. You can view current bid and ask information
- 3. Change quantities and buy or sell orders

**<u>The Orders Screen:</u>** displays current orders in a configurable grid.

- 1. This screen makes troubleshooting easier because you can view your account(s) and understand reasons for rejections, amend or cancel working orders and view details for filled orders.
- 2. This screen can be filtered by account, side or state.
- 3. You can change the value of an order by right clicking the value that you would like to change.

**The Fills Screen:** displays all filled orders.

1. You can reverse your position in the fills screen.

RCG00115375

Page 319 of 418 TTX03255078

2. The data can be filtered by account or side.

<u>The ABV Screen</u>: displays real time data for a particular contract, allowing you to get a current snapshot of the market.

\*To add a contract to the ABV window simply select a contract from the contracts screen and drag it into the ABV.

\*Once a contract has been added to the ABV you can do many things with it.

#### 1. Understanding columns and numbers-

- a. The price column is in the center of the ABV and the red number at the top of the price column is the daily high, the blue number at the bottom is the daily low and the gray number at the bottom is the last traded price.
- b. The price thermometer (the green or red bar next to the price column) indicates the direction of the market since the time you logged on or opened the contract in the ABV. If it is red the market has moved down, if it is green the market has moved up and the number indicates how many ticks it has moved in either direction.
- c. The BTQ column and STQ column display the total number of buy and sell orders that you have placed.
- d. The Buy and Sell columns display the type of order that you have placed (limit, stop, etc.) and the quantity of that order.
- e. The Bid and Ask columns display the total number of bids or asks for a particular price. The number under the bid column is your net position and the number under the ask column is the net change for the day.

#### 2. Placing orders in the ABV

- a. Market Orders can be placed with a ticket or in the ABV window by selecting the actions button and choosing market buy or market sell. You can also place a market buy or sell order by left clicking the bid or ask column at the market price.
- **b.** Limit Orders can be placed in two ways in the ABV. You can either left click in the bid or ask column at the price you would like to buy or sell or you can open the ticket window and set a limit order.
- c. Stop Orders can be issued in the ABV. Choose the quantity you would like to place the order for using the pad key, then click on "settings" (which is on the toolbar), select the tab "Ticket/ABV" and choose the option to "enable right-click stop order". Then you will be able to issue a stop limit order by right clicking in the bid or ask column on the ABV screen.
- d. Tstop Orders can be placed in the ABV window by opening the synthetics button. You must then select tstop both in the synthetics screen and in the link drop down. A tstop screen will open and allow you to set the parameters for your order.
- e. **Bracket Orders** can be placed the same way you placed a tstop order. Open the synthetics button and choose bracket in both the synthetics screen and the link drop down and then set your parameters.

RCG00115376

f. Iceberg Orders can be placed the same way you placed a bracket or tstop order. Open the synthetics button and choose iceberg in both the synthetics screen and the link drop down and then set your parameters.

#### 3. <u>Settings and Main</u>

- **a.** You can choose to change the **settings** in the ABV. You can make certain keys active or inactive and choose to see implied pricing.
- b. The main key allows you to change accounts or contracts in the ABV.

#### RCG Onyx® Web:

- 1. Allows you to view account statements up to 30 days previous and view monthly statements up to 6 months previous.
- 2. RCG Onyx® Web contains <u>all</u> information for an account. This includes positions taken outside of RCG Onyx®, like orders called in or made on the floor as well as orders made on other platforms.
- 3. It is linked to our data file and is always correct, so discrepancies can be resolved by viewing statements and positions in RCG Onyx® Web.
- **4.** Statements and reports can be emailed directly from RCG Onyx® Web and also can be uploaded into Excel spreadsheets.
- 5. You can view your risk management information, view fat finger limits, daily loss limits, aggregate limits and buying power (for more information on cash margining please contact risk).
- 6. You can view your balance, positions, transactions, statements, reports, orders, fills and charting as well as exchange information and contract information. (Manually go through the functions of RCG Onyx® Web)

#### Cash Margining:

RCG Onyx® recently added Cash Margining to our Risk Management tools. Cash margining measures your buying power by measuring funds in your account against the exchange margins. Exchange margins are taken nightly from the GMI load for the following day. When you run out of buying power you will no longer be able to execute orders on ANY contract. This feature is more protective than strictly limit based risk management because it takes into account your equity and will not allow you to trade if you do not have the funds available. This prevents risk and IBs from constantly needing to chase down limits. It helps protect against large losses and gives traders access to more contracts because they have more protection.

Example: With limits set a trader could feasibly have many open positions across different products that if all are executed they can have great losses. With cash margining they will not be aloud to take on any additional positions once there account balance has gone too low for the exchange margin cost.

Page 321 of 418 TTX03255080

#### RCG Onyx Webinar Series Webinar 3: Tips and Tricks of the ABV

**Introduction:** Welcome! Today we will be delving into the ABV window and

discovering all the little nuances of the ABV.

ABV stands for "Ask Bid Volume", a very appropriate name for

this screen which displays live market depth.

**Overview:** When looking at the screen, I am viewing quite a lot of pertinent

information.

The buy side, highlighted in blue (like the ticket), is on the left and

the sell side, highlighted in red, is on the right.

The BTQ and STQ columns will show the total quantity you are buying or selling at any price and the buy and sell columns will show individual orders and order types broken out and

consolidated.

We display the current bid and offer quantities up to ten ticks deep

depending on what is available from the exchange.

The Quantity column shows the total number of filled orders at that price and the number in parenthesis is the last quantity filled at

that price.

The high of the day is shown in red at the top of the screen and the low of the day is shown in blue at the bottom. The high and low are also highlighted by a red or blue bar around the price. At the bottom of the ABV window, on either side of the low, you will see your total position on the left and the net change on the right. You will also see the last traded price in grey and your order quantity in white.

The last traded price will be highlighted and will be yellow, green or red depending on the movement of the market. The price thermometer is the red or green bar that changes dynamically to reflect market movement since you added this contract to the window. You can center the thermometer by clicking the "Center" button at the top. You can also change the last traded price highlighter to reflect best bid or best offer via the ABV window settings.

The yellow box around one price within the window is your average price for all positions on that contract.

RCG00120420

Page 322 of 418 TTX03255081

#### **ABV Settings:**

Now that you know what is displayed in the default ABV window, it's time to consider customizing the ABV to meet your needs. From the settings window on the bottom right of the ABV window, you can...

- Choose to center of the last traded price, best bid or best offer
- You can set visible columns to view only the columns that you prefer
  - This includes the TVAP column, which does not appear in the default view. The Total Volume at Price displays the total volume traded at each price.
- Show implied prices
- Choose to view information in different formats. I.e. show the average price outline, show prices as net change, etc.
- Change the font in the quantity pad
- Enable buttons in the actions screen

#### **Order Entry:**

Now that you've seen the basic Action buttons, let's talk about how to place an order directly on the screen. You can place a market order by left-clicking anywhere above the market on the bid or ask column. To place a limit order, left-click at the desired price and your limit order will appear. To cancel an order, simply left-click on either the total quantity in the BTQ or STQ column, or cancel one order by clicking on the individual order in the buy or sell column. You can also cancel all buy or sell orders by clicking "Cancel Buys" or Cancel Sells".

You can amend a working order by right-clicking either the total quantity or individual order and dragging it to the new desired price.

The Quantity pad allows you to adjust your order quantity. The default buttons in the quantity pad can be changed to reflect any number you want in the main Onyx settings (Show this). Keep in mind that the quantity pad does not zero out. Any values will add together unless you select zero. (Show this)

\*\*I currently have the order read-back turned on, which requires me to acknowledge all orders. This can be turned off in the Onyx settings for one-click order entry. (SHOW THIS)

#### **Actions:**

Page 323 of 418

The actions screen provides buttons for basic order entry. You can easily place a market buy or sell order by pressing the buttons. You can also cancel any working orders with one click. The center all button will center the ABV on the last traded price. The flatten and reverse buttons allow you to flatten or reverse your positions.

TTX03255082

Stop orders are available in the ABV window if you have enabled this feature in the main settings window. Once you have enabled right-click stop order entry, you can place a stop order exactly the same as a limit order. The only difference is that it will be a right-click instead of left.

#### **Synthetic Orders:**

The synthetic screen allows you to place three additional order types...

- Brackets: Used to target profits and secure against losses.
- T-stops (trailing stops): Used to lock in profit while securing against a major loss
- Icebergs: used to place large orders and show only a selected quantity at a time.

You must select the order type in the "link" drop-down to place that order type.

Notice that when working a synthetic order, the ABV window will be highlighted in orange to notify you that you are placing synthetic orders.

Go Over each!!

Main:

The main screen allows you to change accounts or contracts and select TIF order entry options

**Summary:** 

We've covered the basin columns and price information, adjusting your settings, order entry, synthetic order types and additional features. At this point I am going to wrap-up. Are there any questions?

Page 324 of 418 TTX03255083

From: RCG E-Help [Ehelp@rcgdirect.com]
Sent: Friday, February 25, 2011 11:27 AM

To: RCG E-Help

Subject: Important Onyx Message

Dear RCG Onyx User,

There will be a scheduled maintenance release on Friday, February 25, 2011 at 5:00pm CDT. It will feature a modified ABV which glides as prices move up or down and will highlight the bid quantity, price and ask quantity row. As always, all users will be prompted to upgrade upon their next login to the RCG Onyx client. This release will be seamless to WebTrader.

Please contact your broker or RCG account representative with any questions or concerns. Updated RCG Onyx system requirements can be found under the FAQ section in RCG Onyx Web.

Sincerely,

Rosenthal Collins Group, LLC Electronic Support Team Email: <a href="mailto:ehelp@rcgdirect.com">ehelp@rcgdirect.com</a>

Page 325 of 418 TTX03255084



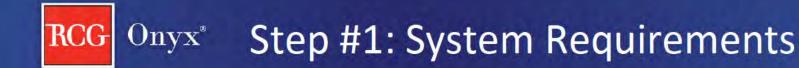


Step #1 System Requirements

Step #2 Installation Instructions

Step #3 Platform Overview

Additional Resources



- Microsoft System Setups (one of the below)
  - Windows XP (32-bit)
  - Windows Vista (32-bit or 64-bit)
  - Windows 7 (32-bit or 64-bit)
- 2.00GHz CPU
- 1 Gigabyte of Memory
- 15 Megabytes of free disk space
- 1024 x 768 Screen resolution
- High speed internet connection



# Onyx Step #2: Installation Instructions

- Within the welcome email you receive you will notice your Username and a link to set your password. Click on this link to set your password.
- Enter your password information and click "Change Password".
- Then you will be prompted to enter your Username and Password.
- 4. Click on the **Download** button located on the bottom left-hand corner of the screen.
- 5. Follow the on-screen prompts to install RCG Onyx.







# Onyx Step #2: Launching RCG Onyx

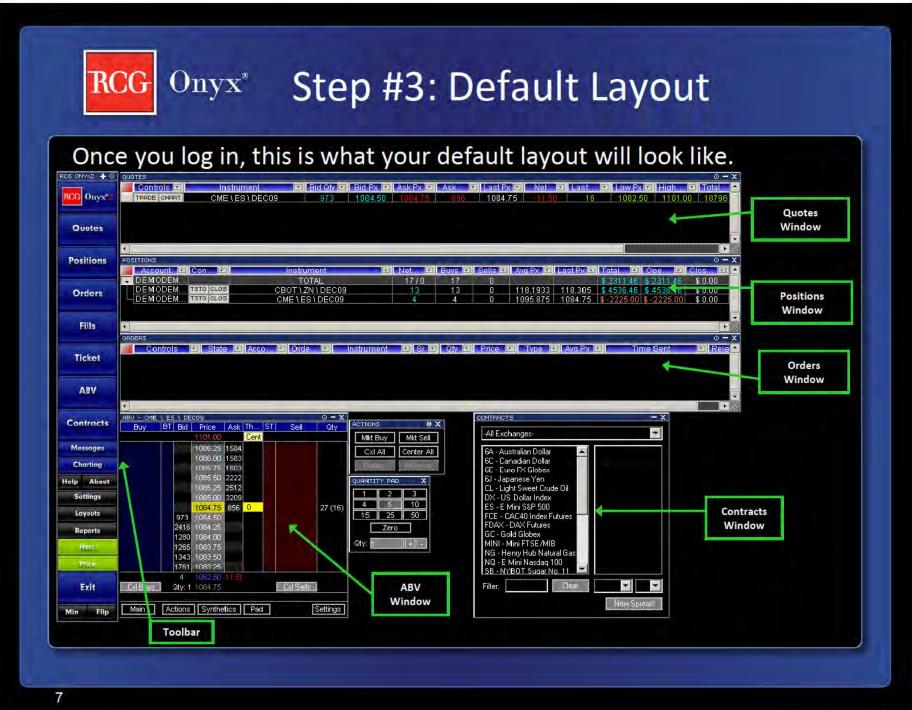
6. Once you have installed RCG Onyx an icon will appear on your desktop, double click to start the application.

- 7. Drop down menu
  - Free trial users, select Demo
  - Live trading clients, select Live





- Default Layout
- Understanding the Toolbar
- Selecting and Placing Contracts in Windows
- 2 Ways to Place a Trade
  - Ticket Window
  - ABV Window
- Before Placing a Trade in the ABV
- Placing a Trade in the ABV
- ABV Display Data
- ABV Functionality
- Other Windows





RCG Onyx

Quotes

**Positions** 

**Orders** 

**Ticket** 

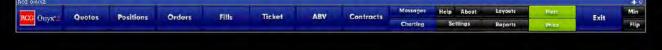
Contracts

Help About

# Step #3: Understanding the Toolbar

 Connection Status is displayed on the Host and Price buttons, if either are red you are not connected.

• Flip the Toolbar to the top of your screen by clicking "Flip".



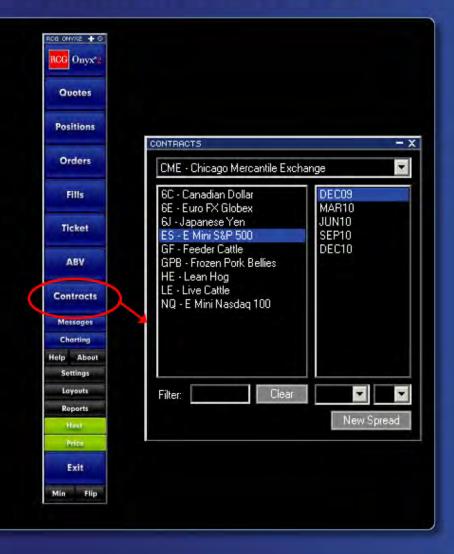
 Minimize and Maximize the platform by clicking "Min" and "Max" on the Toolbar.





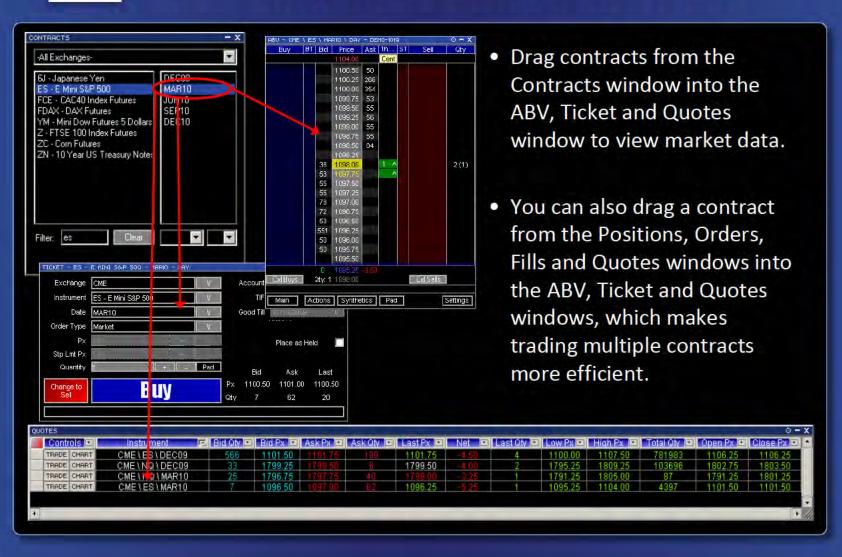
# Onyx Step #3: Selecting a Contract

- 1. Open the "Contracts" window from the Toolbar
  - From the drop-downs select:
    - Exchange
    - Select Contract
    - Select Month/Year
  - OR Type in the "Filter" field any part of the contract description
    - · e.g. "ES" or "S&P"
- While selecting the month/year, drag it into any window to populate the window with that specific contract/month/year.

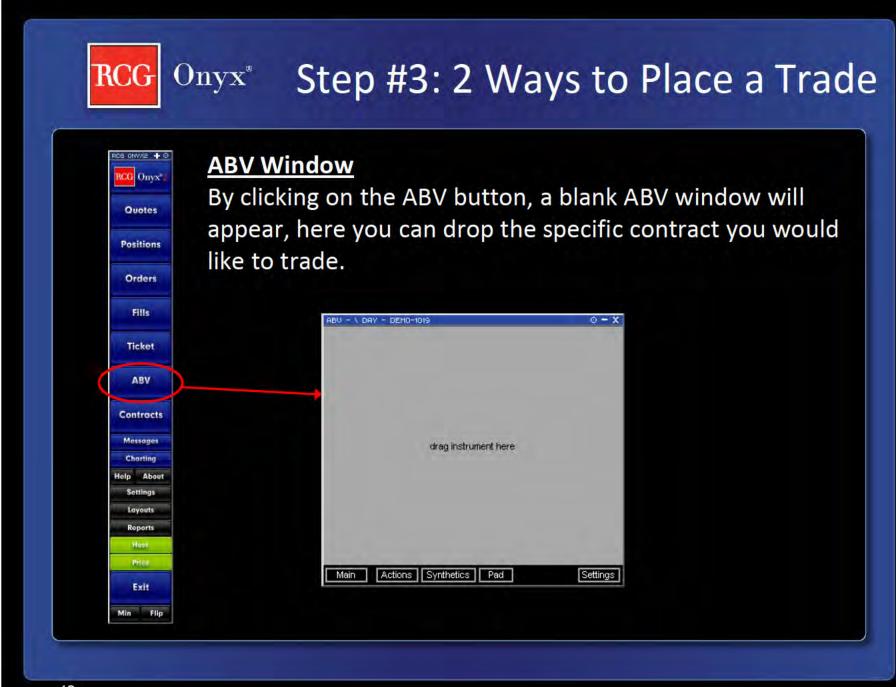


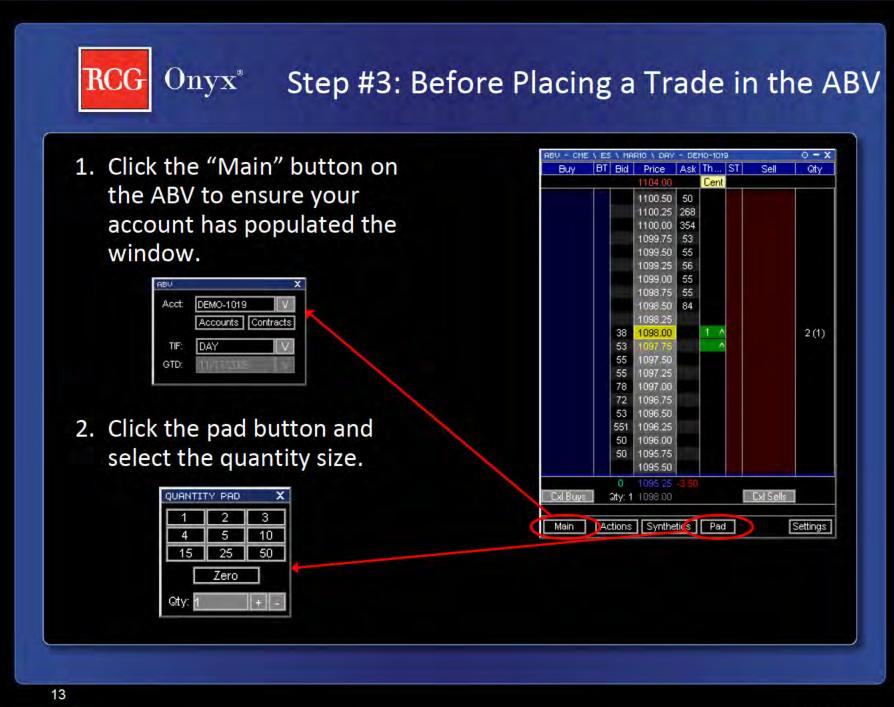


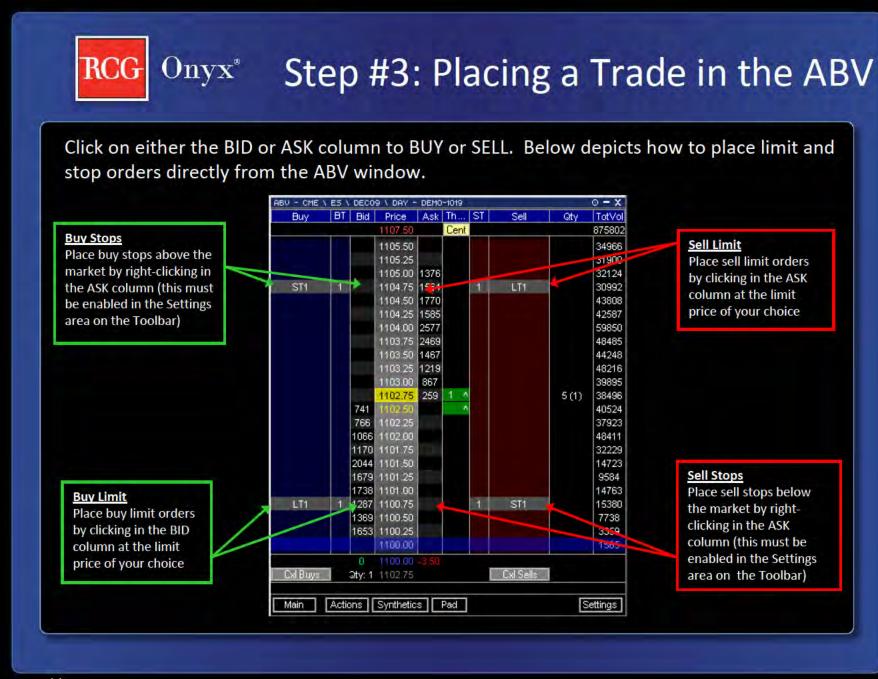
# Onyx Step #3: Placing a Contract

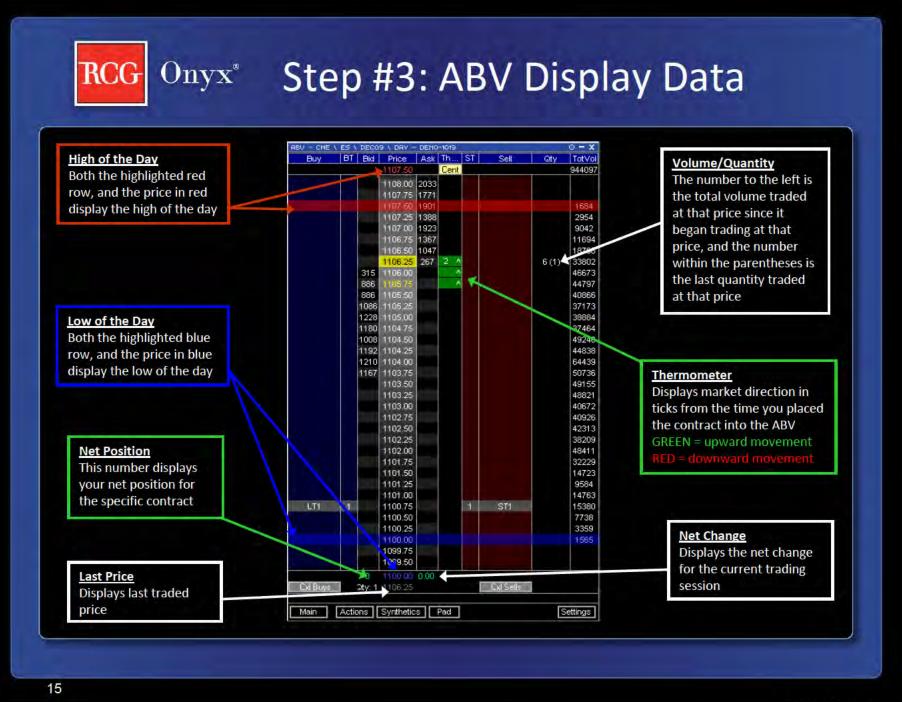


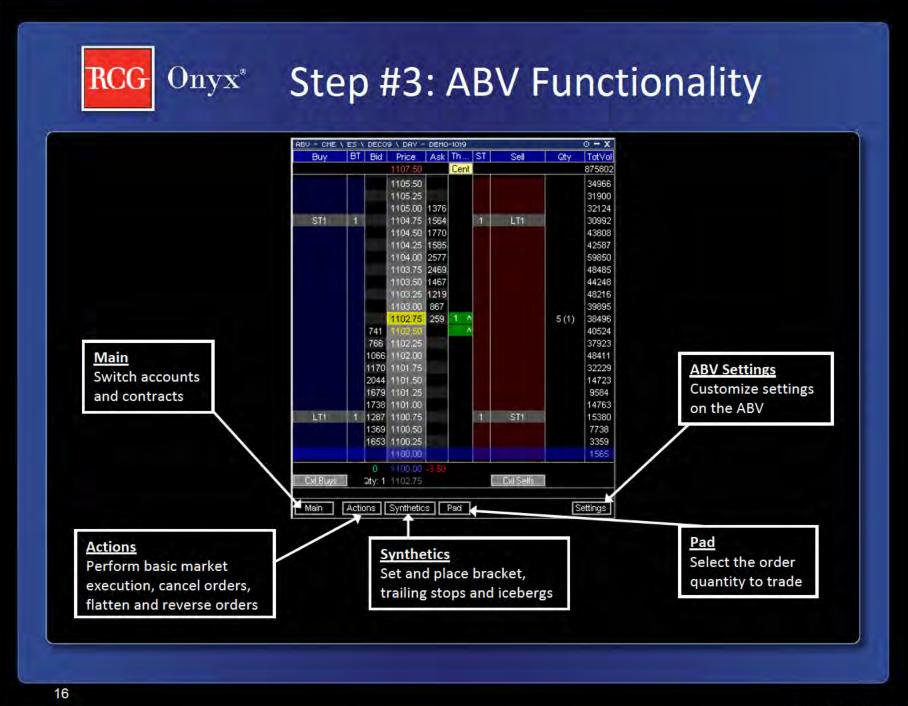






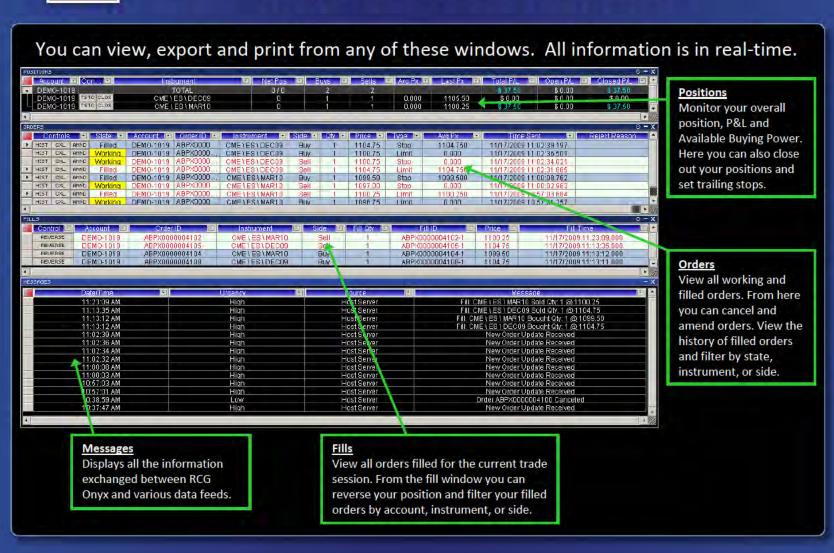








# Onyx Step #3: Other Windows



17



# Onyx Additional Resources

Thank you for choosing RCG Onyx. For additional information regarding RCG Onyx visit the below webpages or email us.

RCG Onyx Interactive Tour

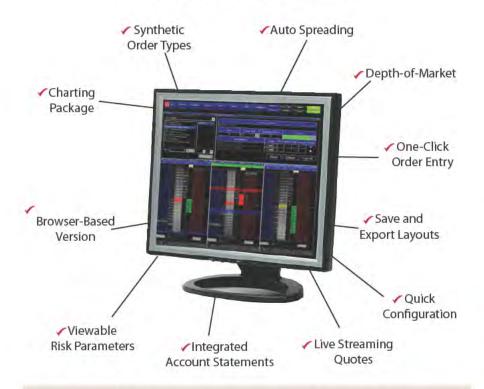
**RCG Onyx Tutorial** 

www.RCGonyx.com OnyxInfo@RCGdirect.com



## Best Technology, Best Value

Try it free thru Aug 31st



## Does your platform offer all of this at a competitive price?

RCG Onyx Standard Pricing: 10 cents/side capped at \$300 (optional \$50 charting package)

RCG Onyx with Spreader: \$750/month flat platform fee (includes charting)



# Trade thru Aug 31st it's FREE!

and try out RCG Onyx Spreader

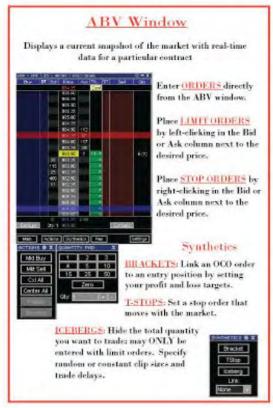
## After Aug 31st you have two options

RCG Onyx Standard Pricing: 10 cents/side capped at \$300 (optional \$50 charting package) RCG Onyx with Spreader: \$750/month flat platform fee (includes charting)

- How do these prices compare to your platform?
- Does your platform offer spreader?



For more information contact RCG at <u>locals@RCGdirect.com</u> or (312) 795-7732









<sup>\*</sup>Please nate that futures and options trading involves substantial risk of loss and may not be suitable for everyone.

RCG - 50000248

Page 345 of 418 TTX03255104

## ABV2

You have the ability to choose which version of the ABV, either version 1 or 2, you would like to use. To do so, you'll need to access the Ticket/ABV tab in your Settings. You can then select whether you would like to use the ABV1 by checking here (point mouse to box). If you would like to use the ABV2, simply leave this box unchecked—we'll go ahead and leave it unchecked. To access the ABV2 window, click on the ABV button on your Toolbar.

You can add a contract to an open ABV2 Window in the same way that you added one to the Quotes Window. Simply select the contract that you would like to display and then drag it into the ABV2 window.

• Please note that, although the Contracts window allows you to multi-select contracts, only one contract can be added to the ABV2 Window at a time. We'll go ahead and *close our Contracts window*.

Now let's talk about the ABC's of the ABV2. Once a contract has been added to the window, the following data is displayed: (Point to each value on the window with the cursor as each bullet is said.)

- These are the current number of Bids and Asks on the exchange for particular price levels.
- The dynamic price column is centered around a last traded price that dynamically changes with changes in market price.
- You can also see the total quantity currently trading at a certain price.
- The number you see in parentheses next to the total quantity is the last quantity traded at that price.
- The price here in red is the daily high. The price shown in blue is the daily low. And here, in gray, you can see the last traded price.
- The last traded price is also highlighted in the grid. When there has been an uptick in this price, the cell will be green. When there has been a downtick, the cell will be red. If there has been no change, the cell will appear yellow.
- The BTQ column displays the total number of Buy orders that you have placed, while the STQ column displays the total number of Sell orders that you have placed.
- The Buy and Sell columns display the type of order you have placed as well as the quantity of the order. If we put in a limit order, you see that the limit is denoted by an LT, while a stop order is denoted by an ST. We'll go over how to place limits and stops a little later. If the Buy and Sell columns are wide enough, each individual order will be displayed. If they are not wide enough, you will see the first order that you placed appear closest to the price column, and then you will see the remaining orders, or number of lots, that are also working at the price, appear to the outside of your first order.
- You can adjust the column widths on your ABV2 by simply placing your mouse over the vertical column separator and dragging your mouse to the left or right, to widen or narrow the column. You also have the ability to move columns around. Simply left-click on the column header and drag that column to wherever you would like it to be placed.
- Lastly, if you have a position in the market, your average price will be outlined in yellow on the price column.

Page 346 of 418 TTX03255105

One of the buttons you'll notice towards the bottom of the ABV2 is the "Main" button. If you click on this button, a small window will pop up that displays your account, quantity, total P/L, net position, and two other buttons: Accounts and Contracts. If you have access to multiple accounts, you can change the account via the ABV2 by either using the account drop down menu, or you can press the "Accounts" button. This will bring up a window that displays all of the accounts you have access to. You can then easily toggle back and forth between accounts for the particular contract that is displayed. You can change the quantity of your contract size by either typing in the number in the quantity field, using the plus or minus buttons, or using the keypad. You should also note that you can set a default quantity when customizing your Settings, which is discussed in the Settings chapter. Lastly, clicking on the Contracts button will allow you to populate a Contracts window, which then lets you toggle back and forth between different contracts on one ABV2. To populate this Contracts window, you'll need to click the Contracts button on your Toolbar. Then you can drag and drop the desired contracts in your ABV2 Contracts window. You then have the ability to switch between different contracts on one ABV2. As you can see we switched to the mini S&P and then back to the mini NASDAQ. In addition, if you would like to remove a contract, just right-click on it, and it will be instantly removed from your Contracts window.

You have the ability to enter stop and limit orders on the ABV2 window with just a click of your mouse. Before entering your limit or stop orders, you must first choose an account and enter a quantity, which can be done via the "Main" button. After selecting an account and quantity, you can then place your limit and stop orders.

- To enter a Buy Limit order, left *click in the Bid column* next to the Price that you would like to enter the order for.
  - A limit order to buy will be entered at that price for the quantity specified, and your new working order will be reflected in the Buy column (point mouse where the working order is).
- Likewise, to enter a Sell Limit order, left *click in the Ask column* next to the Price that you would like to enter the order for.
- To enter a Buy Stop order, *right-click in the Bid column* next to the Price that you would like to enter the order for.
  - o A stop order to buy will be entered at that price for the quantity specified, and your new order will be reflected in the Buy column (point mouse to order).
- Similarly, to enter another Sell Stop order, just *right-click in the Ask column* next to the Price that you want to enter the order for.

On the ABV2, you have the ability to amend the price of any open Buy or Sell orders. If you have multiple orders for the same price, you have the ability to change the price of all of the orders, or you can change the price of an individual order. We'll put in an additional stop order here to show how to change the price of multiple orders at one time. Now, simply go to your STQ or BTQ column, whichever applies, and right-click on the quantity and while holding down your mouse, drag up to your new price and release the mouse. Conversely, you can also drag down to the new price. If you would like to change the price of an individual order, go to your Buy or Sell column, whichever applies, and locate the order that you want to amend—please note that you may need to widen the column so that all individual orders appear. Then, right

Page 347 of 418 TTX03255106

click on the order that you want to amend and continue to hold down your mouse as you drag up or down to the new desired price. You'll notice that as you amend the price of an order a yellow box appears around the order that you are amending as well as around your new price.

You can also cancel your orders on the ABV2. To cancel an individual order, just place your mouse over it so that it is highlited green, and then left click on that order. You'll notice that when you left click and hold down your mouse, a yellow X will appear. As soon as you let go of your mouse, the order will be cancelled. If you want to cancel all of your orders at a certain price, go to the BTQ or STQ column, whichever applies, and put your mouse over the total quantity for the orders that you want to cancel. Once highlited green, left click, release, and your orders for that price will be cancelled. You can also easily cancel all of your Buy orders or all of your Sell orders by clicking on the appropriate button. (Hover over each button with the mouse as it is mentioned).

The Information Row, which appears under the Cancel Buy and Cancel Sell buttons, simply displays the information for your trades. If you scroll over a quantity in the BTQ or STQ columns, the Information Row simply displays the number of working orders at that price. If you scroll over an individual order in the Buy or Sell columns, all of the order information will be displayed.

There are also three other buttons towards the bottom of the ABV2.

Clicking on the Actions button brings up a window through which you can place market buy and market sell orders. You can also cancel all of your orders, and flatten or reverse your position. Please note that when flattening your position, all working orders will be cancelled and your open position will be closed.

Clicking on the Link button allows you to set up an entry trade so that a bracket or a trailing stop is placed once you are filled on your order. Please note that the Bracket and Trailing Stop parameters will default to the values set up on the Settings window.

Let's go over how to set up a bracket. If you want to change the parameters for your bracket, you will need to press the Bracket button. This will bring up small window through which you can change your profit and loss targets. You may either type in the number of ticks for each or you may use the plus/minus buttons. Please also note that you have the option of a stop or a trailing stop for the loss order type. Once your parameters are set, you then need to go to your Link drop down menu and choose Bracket. Now, we'll place a market order to see how this works by pressing the Market Buy button. As you can see, as soon as the order was filled, two new orders were also entered (point to the working order indicators out for these two new orders). A limit order was created at a price that is five ticks above the market order's price (point to the profit target of 5 ticks in the Bracket dialog) and a stop order was created at a price that is three ticks below the market order's price (point to the loss target of 3 ticks). Both orders have the same quantity that the market order had. Because these orders were entered as part of a bracket, when one of these orders is filled, the other will automatically be cancelled. If we want to place a Tstop with an entry order, simply click the Tstop button if you want to change the parameters. Once your parameters are in place, you'll need to choose Tstop from the Link drop down menu. Like the bracket, your trailing stop will be entered once an order entered via ABV2

Page 348 of 418 TTX03255107

is filled. For more details on how Trailing Stop orders work, go to the Positions chapter of this tutorial. PLEASE note that if you do NOT want either a bracket or tstop to be attached to an entry order, then the Link drop down menu MUST display "none." You may also notice that when any linked orders are activated, you will see the top menu bar change color. We'll go ahead and close down these windows. Please note that when the Actions and Link buttons are pressed again, their respective windows will disappear.

The last button on the ABV2 is the "Options" button. If you press this, a small ABV settings window will appear, and you'll see that you can change the appearance of the ABV2 by choosing which columns you would like to be displayed. Simply check the columns that you would like to see and uncheck the columns you do not want to see. You may also choose to have the Information row appear on your ABV2 by checking the appropriate box or unchecking it if you do not want to see it. We'll uncheck the BTQ and STQ columns to demonstrate this feature. Once the OK button is pressed, you'll notice that the BTQ and STQ columns disappear. Now, we'll go back to Options and add these columns back to restore the complete ABV2.

One last feature of the ABV2 is that it provides a dynamic price column which is centered upon the lasted traded price and continuously changes with fluctuations in the last traded price. To enter an order, hover your mouse cursor anywhere in a column on the ABV2 window. This puts you into "order entry mode." In the order entry mode, you can enter a trade near the last traded price or you can manually adjust the prices on the dynamic price column away from the last traded price. If you want to scroll up or down the market prices on the ABV2 to enter a trade, just hover your mouse over the dynamic price column. A large yellow arrow will appear, pointing up if you are in the top half of the column, or down, if you are in the bottom half of the column. Clicking on the large yellow arrow will scroll the prices in the dynamic price column in the direction that the arrow points, so a trade can be entered away from a current market price.

If the last traded price is not centered in the ABV2 window, the dynamic price column will start to scroll until the last traded price is again centered. You will also notice that just before the dynamic price column begins to scroll, the mouse cursor will turn yellow and start to flash. This is your warning that the ABV2 window is about to begin re-centering around the last traded price. In addition, if you scroll up or down in the dynamic price column and there is no further activity from your mouse for a period of time, the dynamic price column will also start to scroll. If, at any time, you move your mouse out of the ABV2 window, you leave the order entry mode and the ABV2 will automatically re-center the dynamic price column on the last traded price the next time the market price changes.

Page 349 of 418 TTX03255108

The ABV window displays real-time data for a particular contract, allowing you to get a current snapshot of the market. Thus, we like to think of the ABV as the Ask, Bid, Volume window.

You can add a contract to an open ABV Window in the same way that you added one to the Quotes Window. Simply select the contract that you would like to display and then drag it into the ABV window.

• Please note that, although the Contracts window allows you to multi-select contracts, only one contract can be added to the ABV Window at a time. We'll go ahead and *minimize our Contracts window*.

Now let's talk about the ABC's of the ABV. Once a contract has been added to the window, the following data is displayed: (Point to each value on the window with the cursor as each bullet is said.)

- These are the current number of Bids and Asks on the exchange for particular price levels.
- The dynamic price column is centered around a last traded price that dynamically changes with changes in market price
- You can also see the total quantity currently trading at a certain price.
- The number you see in parentheses next to the total quantity is the last quantity traded at that price.
- The price shown up at the top in red is the daily high. The price shown here in blue is the daily low. And here, in gray, you can see the last traded price.
- The last traded price is also highlighted in the grid. When there has been an uptick in this price, the cell will be green. When there has been a downtick, the cell will be red. If there has been no change, the cell will appear yellow.
- The Buy and Sell columns display the total number of your open orders at each particular price. For example, a "W2" in this column indicates that there are working orders with a total quantity of two at the specified price.
- You can also monitor your Net Position and Total P/L on the ABV by simply referring to the lower right hand corner of the window.

On the ABV, you have the ability to amend the price of any open Buy or Sell orders. To change the price of an order simply:

- Go to the row selector that corresponds with the order that you want to amend—the Buy selector is on the left, while the Sell selector appears over here on the right--then left-click and while holding down your mouse,
- Drag up or down to the desired new price and let go of your mouse. Notice that a white arrow appeared to indicate the change in price. The price amend will be submitted as soon as you release the mouse. If you have multiple orders at the same price (and on the same side), all of the orders will be amended to the new price.

RCG - 51000487

Page 350 of 418 TTX03255109

The ABV provides a dynamic price column centered upon the lasted traded price that continuously changes with fluctuations in the last traded price. To enter an order, hover your mouse cursor anywhere in a column in the ABV window. This puts you in the "order entry mode." In the order entry mode you can enter a trade near the last traded price or you can manually adjust the prices on the dynamic price column away from the last traded price. If you want to scroll up or down the market prices on the ABV to enter a trade, just hover your mouse cursor over the dynamic price column. A large yellow arrow will appear, pointing up if you are in the top half of the dynamic price column, or down, if you are in the bottom half of the dynamic price column. Clicking on the large yellow arrow will scroll the prices in the dynamic price column in the direction that the large arrow points so a trade can be entered away from a current market price.

If the last traded price is not centered on your ABV, the dynamic price column will start to scroll until the last traded price is again centered. In addition, if you scroll up or down in the dynamic price column and there is no further activity from your mouse for a period of time the dynamic price column will also start to scroll. You will also notice that just before the dynamic price column begins to scroll, the mouse cursor will turn yellow and start to flash. This is your warning that the ABV window is about to begin re-centering around the last traded price. If, at any time, you move your mouse out of the ABV window, you leave the order entry mode and the ABV will automatically re-center the dynamic price column on the last traded price the next time the market price changes.

You also have the ability to enter stop and limit orders on the ABV window with just a click of your mouse. Before entering your limit or stop orders, you must first choose an account and enter a quantity. If you have access to multiple accounts, you may select the desired account by using the Account drop down menu. Then, you can input the number of lots that you want to trade by typing the number in, by using the + or - buttons, or by using the keypad. You should also note that you can set a default quantity when customizing your Settings, which is discussed in the Settings chapter. After selecting an account and quantity, you can then place your limit and stop orders.

- To enter a Buy Limit order, *click in the Bid column* next to the Price that you would like to enter the order for.
  - A limit order to buy will be entered at that price for the quantity specified, and your new working order will be reflected in the Buy column (point mouse where the working order is).
- Likewise, to enter a Sell Limit order, *click in the Ask column* next to the Price that you would like to enter the order for.
- To enter a Buy Stop order, *right-click in the Bid column* next to the Price that you would like to enter the order for.
  - A stop order to buy will be entered at that price for the quantity specified, and your new order will be reflected in the Buy column (point mouse to order).

RCG - 51000488

Page 351 of 418 TTX03255110

• Similarly, to enter a Sell Stop order, just *right-click in the Ask column* next to the Price that you want to enter the order for.

In addition to Limit and Stop orders, you can also execute Market orders on the ABV using the Market Buy and Market Sell buttons.

If you would like, you can set up the ABV so that a Bracket or Trailing Stop order will automatically be created any time an order entered via the ABV is filled. The Bracket and Trailing Stop parameters will default to the values set up on the Settings window. To link a Bracket or Trailing Stop order to all orders entered via the ABV, choose Bracket or TStop from the Link To drop down box. We'll go ahead and choose Bracket. As you can see a small window pops up with the default parameters for your bracket. You can of course change these levels by typing in the desired number, or using the + and - buttons. A limit order will be your profit order type, and for your loss order type, you may either choose a stop or a trailing stop. For now, we'll just *choose stop*. Now, let's enter a market order to buy by pressing the Market Buy button. As you can see, as soon as the order was filled, two new orders were also entered (point to the working order indicators out for these two new orders). A limit order was created at a price that is five ticks above the market order's price (point to the profit target of 5 ticks in the Bracket dialog) and a stop order was created at a price that is three ticks below the market order's price (point to the loss target of 3 ticks). Both orders have the same quantity that the market order had. Because these orders were entered as part of a bracket, when one of these orders is filled, the other will automatically be cancelled. Likewise, if we choose TStop from the Link To drop down box, a small window will appear that allows you to view and change your trailing stop parameters. Like the bracket, your trailing stop will be entered once an order entered via ABV is filled. For more details on how Trailing Stop orders work, go to the Positions chapter of this tutorial.

The ABV allows you to cancel some or all of your working orders as well. Let's put in a couple of Buy Limit and Sell Limit orders to see how this works. If you decide that you want to cancel a particular order, *simply place your mouse over that order in the Buy or Sell column*, whichever applies, and you'll notice that a yellow X appears over your working order. *Click on the yellow X* and that particular order will be cancelled. If multiple orders are entered at the same price (and on the same side), they will all be cancelled.

You can easily cancel all of your Buy orders, all of your Sell orders, or all of your Buy AND Sell orders by clicking on the appropriate button. (Hover over each button with the mouse as it is mentioned).

Lastly, you can also flatten a position from the ABV window. When the "Flatten" button is clicked, all working orders for the instrument will be canceled and an order will be entered that flattens, or closes out, your net position.

This concludes our chapter on the ABV.

RCG - 51000489

Page 352 of 418 TTX03255111

## Ouickstart

\*This chapter will begin and end with a Flash piece, backed by music.

[Once the Flash intro is done....fade from black to Toolbar, start speaking as fade in]

Welcome. We hope you enjoy your trading experience on our platform. In this chapter, we are going to hi-lite a few key features of the application, the first of which is the Toolbar. The Toolbar will allow you to easily access all of the application windows with the click of a button [fade out].

Live, streaming market data in both the Quotes and ABV windows help you stay on top of your trading game.

Get your orders out to the market as quickly as possible with simple, one-click trading. Let's take a look to see how this is done:

Clicking here (mouse clicks on Mkt Buy button) would place a market order to buy 5 lots. If you want to place a sell stop order, just right click next to the desired stop level. You can also place limit orders as well as cancel orders with a single click. Simply put, it's trading made easy.

View and filter all of the important details for your orders on the Orders window. (fade out)

Keep track of your current position and P&L on the Positions window. (fade out)

And get real-time status of your fills via the Fills window. (fade out)

Customize your desktop layout by attaching multiple windows together so that they can be moved quickly and easily as a single unit (sticky windows shown, fade out)

Once you have configured your desktop just the way you want it, save that configuration as a layout (Zoom in to Layouts button) so that you can easily access the windows that you want to see. (fade out)

Using the minimize button at the bottom of the Toolbar lets you shrink your entire layout to title bars, [pause] yet still allows you easy access to all of your application windows. (Click Max to maximize again).

RCG - 51000494

Page 353 of 418 TTX03255112

Settings (approx. 5 min)

The Settings button on the Toolbar brings up a window that allows you to adjust the application settings to better customize your platform. Let's go over each of the tabs found in Settings:

The first tab you see is the "General" tab. If you have access to more than one account, you can *select a default account from the drop down menu* so that your trading system always defaults to that account. If you would like a confirmation dialog to appear whenever you enter an order, amend an order or cancel an order, you may turn on confirmations. The confirmation dialog will give you the chance to either move forward with the action, or cancel the action. To turn confirmations on, *check the checkbox next to the confirmations that you would like to appear*. *Unchecking a checkbox* will turn confirmations for that action off. Once you have chosen the account you want, and set the desired confirmations *click the "Apply" button*.

The second tab you'll see is the "Alerts" tab (click on this tab). As you can see, you can set both sound and visual alerts. To implement a sound alert, *simply click on the first line for that specific alert* and a small gray square will appear on the right side of the field. Then, *click on that square* and a directory of sound files will appear. You can then *choose which sound you want* to serve as the alert for that action, and then *click the "Open" button* to set the sound alert. You can also specify if you want a visual alert to appear for a given action. To turn an individual visual alert off, *simply go to the second line for the given action and click anywhere on the line*. A drop down menu will appear on the right side of the line and you can *then choose "on" or "off."* If you'd like to turn off all of the visual alerts, *simply check the box in the lower left hand corner*. If you'd like to turn off all of the sound alerts, *just check the box in the lower right hand corner*. Once you're finished setting your alerts, *click the "Apply" button*.

The next tab is the Scaling tab (click on this tab). On this tab you can adjust the sizes of the different application windows. You can change the scale factor by either typing them in, or by using the small "up" and "down" arrows (point mouse to these buttons). When the scale factor is set at 1.0, the window appears at its normal size. Adjusting the scale factor up or down makes the window appear larger or smaller (similar to zooming). You may want to experiment with the scaling values to find the window size that best works for you. Once you've set the scaling factors to suit your needs, *click the "Apply" button*.

On the Ticket/ABV tab, you can set the default quantity values. You can do so for all of the instruments or per instrument. If you want the quantity to default to the same amount for every single contract you trade, simply *click on the "All Instruments" radio button*. Then type in the default quantity you want (*point mouse to this box*). On the other hand, if you want to set the default quantities according to contract, *click on the "Per Instrument" radio button*. Then, you can type in the default quantities you want for each individual contract (scroll down the Quantity column). If you want the quantity to be set to zero after an order is entered, just check this box (place mouse by the box). If you'd like the quantity to return to the default level you specified above, check here (place mouse by box). If you prefer to leave the quantity as is, after you enter an order, then check here (place mouse by box). If you would like to use the older version of the ABV, called ABV1, simply check the Use ABV1 box. For details on the new ABV, refer to

Page 354 of 418 TTX03255113

the ABV2 chapter of this tutorial. Once your Ticket and ABV values are set, *click the "Apply"* button.

The Trailing Stop tab lets you set default values, in ticks, for your trailing stops. You have the choice of setting trailing stop values that will apply to all of your trailing stops, regardless of contract; or you can set them up so that they are contract specific. After you click the appropriate radio button (scroll mouse from "All Instruments" to "Per Instrument" check box), you can then go through and type in the default values (scroll mouse over columns/rows). Once done, *click the "Apply" button*.

The Brackets tab lets you set default values, in ticks, for your profit or loss brackets. Like trailing stops, you have the choice of setting values for all contracts; or you can set them up so that they are contract specific. Again, click the appropriate radio button (scroll mouse from "All Instruments" to "Per Instrument" check box), and then type in the desired default values (scroll mouse over columns/rows). Once done, *click the "Apply" button*.

The Ticket tab (click on this tab) allows you to set up a default trade ticket that will pop up anytime you press the "Trade" button from your Toolbar. Use the drop down menus to select the appropriate defaults (quickly go through and click on each of the drop down menus). You can also check the "Close after entry" box (put mouse by this box) if you want the trade ticket to be closed after you place your trade. *Click the "Apply" button* when your default trade ticket is set up.

You can set up hot keys via the User Keys tab (click on this tab). You can decide whether you want the hot keys to be set up with or without the use of the Control or Shift buttons (scroll mouse to both areas). When you're ready to assign the hot keys to specific actions, just *click on the drop down menu* next to each command to view the list of possible actions (scroll down menu). Then, select the action (select any action) that you want to be triggered by pressing the hot keys. *Click "Apply"* when you are satisfied with the specified hot keys.

The User Reminders tab (click on this tab) lets you set reminders for yourself that will pop up at the time you specify. To set a reminder, *click the "Add" button*. Then, choose the date that you want to see the reminder (click on any date) and set the time by either typing it in or using the up and down arrows (put in a time). You can name your reminder in the Title field (type in something like "Fed"), and then type in the text for your reminder in the Message field (type in something like "rate announcement"). Once done, *click "OK" and then click "Apply."* 

The Keypad tab (click on this tab) allows you to set the default quantities for your keypad. Simply type in the desired values (type in some numbers for the first 2 or 3 boxes) in each of the boxes, and when done, *click "Apply."* 

The last tab is the "Window Background" tab. This tab gives you the ability to change the background color of many of the windows that you use. If you would like to change the background color simply *check the "Select New Background" box*. Then, choose whichever color you prefer by using the scrollbar. Once you've decided on a color, click on it, and then *click "Apply."* You should then see the background color change.

Page 355 of 418 TTX03255114



When you're finished adjusting all of the settings to suit your personal needs, *click the "OK" button* to return to your main screen.

This concludes the Settings chapter. Thanks for following along.

RCG - 51000499

Page 356 of 418 TTX03255115



Page 357 of 418 TTX03255116

Case: 1:10-cv-00715 Document #: 524 Filed: 02/06/14 Page 1 of 3 PageID #:23118  $\alpha\epsilon\epsilon$ 

**EXECUTION COPY** 

#### EXHIBIT A

### CONSENT JUDGMENT

### UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

Trading Technologies International, Inc.	
	) Civil Action No. 10 C 715
Plaintiff,)	(Consolidated with:
	) 10 C 716, 10 C 718
v.	) 10 C 720, 10 C 721, 10 C 726,
	) 10 C 882, 10 C 883, 10 C 884,
BGC Capital Markets, L.P.,	) 10 C 885, 10 C 929, 10 C 931)
eSpeed Markets, L.P., and Eccoware,	)
Ltd.	)
	) Judge Virginia M. Kendali
Defendants.	)

## CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated January 31, 2014 ("Settlement Agreement") which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, eSpeed Markets, L.P., BGC Capital Markets, L.P. and Eccoware, Ltd., judgment is hereby entered against Defendants upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

- 1. TT commenced this action for patent infringement against BGC Partners, Inc. on February 3, 2010. The complaint was subsequently amended three times to add and remove certain parties and to add certain patents. The current complaint alleges infringement of U.S. Patent Nos. 7,533,056 ("'056 patent"), 7,587,357 ("'357 patent"), 7,613,651 ("'651 patent"), 7,676,411 ("'411 patent"), 7,685,055 ("'055 patent"), 7,693,768 ("'768 patent"), 7,725,382 ("'382 patent"), 7,813,996 ("'996 patent"), 7,904,374 ("'374 patent") and 7,930,240 ("'240 patent"). Defendants have received and reviewed a copy of the Complaint and Amended Complaints filed by TT in this action.
- This Court has jurisdiction over the parties to this action and over the subject matter of the Complaint.
- 3. TT has alleged that TT is the sole and exclusive owner of the patents-in-suit asserted by TT, and has the right to sue upon, and recover damages for past infringement and enjoin future infringement of the 70155v1

**EXECUTION COPY** 

patents-in-suit.

- TT has alleged that Defendants have infringed the '056, '382, '411, '055, '768, '374 and '996 patents (the "Asserted Patents") under 35 U.S.C. § 271 by making, using, selling, offering for sale, importing and/or otherwise distributing electronic trading software including screens referred to as Dual Dynamic and eSpeedometer, Documentation describing the Dual Dynamic and eSpeedometer screens is in Exhibit B of the Settlement Agreement. The Dual Dynamic and eSpeedometer screens were the subject of summary judgment proceedings in Case No. 04 CV 5312 (Dkt Nos. 538, 541-543, 595-598, 606, 651, and 707-708). Defendants have agreed to stop making, using, selling, offering for sale, importing and/or otherwise distributing the accused products and have consented to entry of a permanent injunction.
- Defendants, their officers, agents, servants, employees, and other persons who are in active concert or participation with Defendants (including their directors, partners, members, affiliates, subsidiaries, assigns, successors-in-interest to the extent permitted by Fed. R. Civ. P. 65) are hereby permanently enjoined (unless expressly permitted by TT or pursuant to the terms of the Settlement Agreement) during the terms of the '056, '382, 411, '055, '768, '374 and '996 patents from infringing the '056, '382, 411, '055, '768, '374 and '996 patents, including, without limitation, by the making, using, selling, offering for sale, importing, and otherwise distributing in the United States the electronic trading software products referred to in paragraph 4 above. This injunction applies, inter alia, to the use of the electronic trading software products referred to in paragraph 4 above for electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).
- Pursuant to the Settlement Agreement, Defendants have agreed to pay to TT an amount (specified in the Settlement Agreement) in settlement of TT's claims.
- The Settlement Agreement resolves all claims currently before this Court in this action. Accordingly, TT's claims of patent infringement of the '357, '651, and '240 patents are hereby dismissed with prejudice. Further, all counterclaims are dismissed with prejudice.
- This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment and the Settlement Agreement between the parties pursuant to which the Consent Judgment is filed.
- 9. The right to enforce this Consent Judgment shall transfer to any successor-in-interest to any party.
- 10. Each party shall bear its own costs and attorneys' fees. 7015501

Case: 1:10-cv-00715 Document #: 524 Filed: 02/06/14 Page 3 of 3 PageID #:23120

SO ORDERED

Virginia M. Kendadi United States District Court Judge

EXECUTION COPY

AGREED TO:

Leif R. Sigmond, Jr. (ID No. 6204980) Matthew J. Sampson (ID No. 6207606) McDonnell Bochnen Hulbert & Berghoff LLP

300 South Wacker Drive

Chicago, IL 60606 Tel.: (312) 913-0001 Fax: (312) 913-0002

Attorneys for Plaintiff TRADING TECHNOLOGIES INTERNATIONAL, INC.

Dated: 2/5/14

Gary A. Rosen (Pro Hac Vice) Law Offices of Gary A. Rosen, PC

63 W. Lancaster Ave., Suite 1

Ardmore, PA 19003

610-658-8790

Attorneys for Defendants eSPEED MARKETS, L.P., BGC CAPITAL MARKETS, L.P., and ECCOWARE, LTD.

70155v1



## UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

TRADING TECHNOLOGIES Case No. 10 C 882 (Consolidated with: INTERNATIONAL, INC. 10 C 715, 10 C 716, 10 C 718, 10 C 720, Plaintiff, 10 C 721, 10 C 726, 10 C 883, 10 C 884, ٧. 10 C 885, 10 C 929, STELLAR TRADING SYSTEMS, LTD., AND 10 C 931) STELLAR TRADING SYSTEMS, INC., Judge Virginia M. Kendall Defendants.

## CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated December 7, 2012 ("Settlement Agreement") (attached as Exhibit I hereto) and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, Stellar Trading Systems, Ltd. and Stellar Trading Systems, Inc. (collectively "Stellar"), judgment is hereby entered against Stellar upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against Stellar on February 10, 2010. This action alleges infringement of U.S. Patent Nos. 6,766,304 ("304 patent"), 6,772,132 ("132 patent"), 7,212,999 ("999 patent"), 7,533,056 ("056 patent"), 7,587,357 ("357 patent"), and 7,613,651 ("651 patent"). The complaint was subsequently amended to add claims of infringement of U.S. Patent Nos. 7,676,411 ("411 patent"), 7,693,768 ("768 patent"), 7,725,382 ("382 patent"), 7,813,996 ("996

patent"), 7,904,374 ("374 patent"), and 7,930,240 ("240 patent"). Stellar has received and reviewed a copy of the Complaint and Amended Complaints filed by TT in this action.

- 2. The claims relating to all patents-in-suit other than the '411, '768 and '374 patents were resolved in a Consent Judgment entered by this Court on January 24, 2013. At the time, there was an appeal pending of findings by this Court of invalidity of the asserted claims of the '411, '768 and '374 patents. On August 30, 2013, the U.S. Court of Appeals for the Federal Circuit reversed this Court's findings of invalidity with respect to the '411, '768, and '374 patents and remanded for further proceedings.
- 3. This Court has jurisdiction over the parties to this action and over the subject matter of the Complaint with respect to the '411, '768, and '374 patents.
- 4. TT is the sole and exclusive owner of the patents-in-suit asserted by TT, and has the right to sue upon, and recover damages for past infringement and enjoin future infringement of the patents-in-suit.
- 5. All claims of the '411, '768, and '374 patents are valid and enforceable.
- 6. Stellar has infringed the '411, '768 and '374 patents under 35 U.S.C. Section 271 by making, using, selling, offering for sale, importing and/or otherwise distributing electronic trading software referred to as the Stellar front end software. Documentation describing the Stellar front end software is included in Exhibit 2.
- 7. Defendant Stellar, its officers, directors, partners, members, affiliates, subsidiaries, assigns, and successors-in-interest are hereby permanently enjoined (unless expressly permitted by TT during the terms of the '411, '768 and '374 patents) from infringing the '411, '768 and '374 patents respectively, including, without limitation, by

Case: 1:10-cv-00882 Document #: 55 Filed: 02/04/14 Page 3 of 47 PageID #:459

the making, using, selling, offering for sale, importing, and otherwise distributing in the United States the electronic trading software products referred to in paragraph 6 above

including, without limitation, for use in electronically trading any item (e.g., futures,

options, equities, fixed-income products, etc.).

8. The Settlement Agreement resolves all claims currently before this Court in this

action.

9. This Court shall retain jurisdiction over this case for purposes of enforcing the

Consent Judgment and the Settlement Agreement between the parties pursuant to which

the Consent Judgment is filed.

10. The right to enforce this Consent Judgment shall transfer to any successor-in-

interest to TT.

11. Each party shall bear its own costs and attorneys' fees.

[Signatures on Following Page]

SO ORDERED

Dated: 2

United States District Court Judge

AGREED TO:

Dated fine. 16,2014.

Leif R. Sigmond, Jr. (ID No. 6204980) Matthew J. Sampson (ID No. 6207606)

McDonnell Boehnen Hulbert & Berghoff LLP

300 South Wacker Drive Chicago, IL 60606 Tel.: (312) 913-0001 Fax: (312) 913-0002

Attorneys for Plaintiff
TRADING TECHNOLOGIES
INTERNATIONAL, INC.

Dated: Jan. 29, 2014

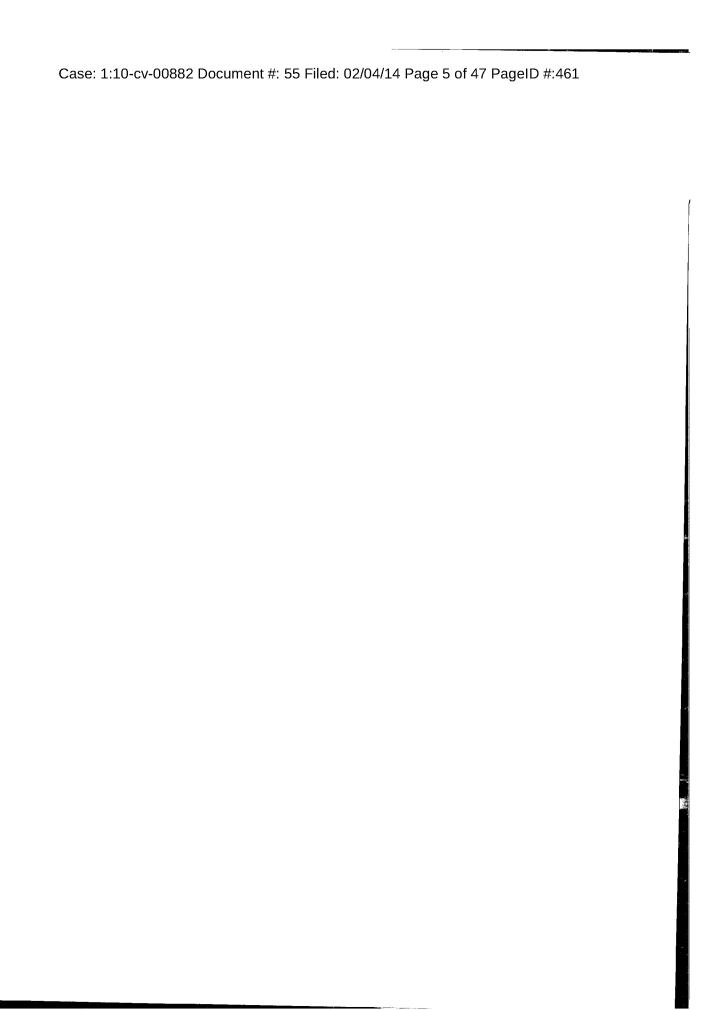
Ralph J. Gabric (ID No. 6198485) Marc V. Richards (ID No. 6216747)

Mircea A. Tipescu (ID No. 6276053

Brinks Hofer Gilson & Lione NBC Tower – Suite 3600 455 N. Cityfront Plaza Drive Chicago, IL 60611-5599

Tel.: (312) 321-4200 Fax.: (312) 321-4299

Attorneys for Defendants Stellar Trading Systems, Ltd. and Stellar Trading Systems, Inc.



#### AMENDED SETTLEMENT AGREEMENT

THIS AGREEMENT (the "Amended Agreement") made this 7th day of December, 2012 ("Execution Date") is by and between Trading Technologies International, Inc. ("TT"), a Delaware corporation with its principal place of business at 222 South Riverside Plaza, Suite 1100, Chicago, Illinois, 60606, and Stellar Trading Systems Limited and Leadenhall Electronic Trading Software Limited (trading as Stellar Trading Systems), each an English limited company with its registered office at 24 Cornhill, London EC3V 3ND, United Kingdom and Stellar Trading Systems, Inc. a Delaware corporation with its principal place of business at 101 N. Wacker Drive, Chicago, Illinois 60606 (collectively "Stellar). Each party herein also referred to as "Party" and collectively as "Parties."

WHEREAS, TT owns U.S. Patents Nos. 6,766,304 ("'304 patent"), 6,772,132 ("'132 patent"), 7,587,357 ("'357 patent"), 7,613,651 ("'651 patent"), 7,212,999 ("'999 patent"), 7,533,056 ("'056 patent"), 7,676,411 ("'411 patent"), 7,693,768 ("'768 patent"), 7,725,382 ("'382 patent"), 7,813,996 ("'996 patent"), 7,904,374 ("'374 patent") and 7,930,240 ("'240 patent") (collectively referred to as the "Patents-in-suit");

WHEREAS, there is a civil action pending in the United States District Court for the Northern District of Illinois, Eastern Division, Civil Action No. 10 CV 882, which was consolidated with Civil Action No. 10 CV 715 (the "Lawsuit") in which TT has charged Stellar with infringement of the Patents-in-suit;

WHEREAS, there is an appeal pending in the United States Court of Appeals for the Federal Circuit ("Federal Circuit") from the Lawsuit (Case No. 2012-1583) relating to findings of invalidity of the '411, '768, and '374 patents ("the Appeal");

WHEREAS, TT and Stellar wish to settle all issues with respect to claims of infringement of the Patents-in-suit still pending in the Lawsuit and wish to settle claims of infringement with respect to the '411, '768 and '374 patents depending on the outcome of the Appeal, which will continue;

WHEREAS, TT and Stellar wish for this Amended Agreement to supersede and replace the settlement agreement signed by TT and Stellar dated November 16, 2012.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, TT and Stellar agree as follows:

#### ARTICLE 1: DEFINITIONS

"Affiliate" means, with respect to any relevant Person at any particular time, any entity that, at that time: (i) controls; (ii) is controlled by; or (iii) is controlled by a Person that also controls such relevant Person, where "control" includes direct or indirect control, including any subsidiary, holding company or operating division of such Person from time to time. For avoidance of doubt, an entity shall be considered to be an Affiliate of such Person only so long as such control is in effect.

"Always Centered Trading Screen" means an electronic trading screen on which trades may be made to an Exchange that displays at least one indicator representing the best bid and/or best ask price relative to a range of price levels in which the best bid price, best ask price or last traded price is continuously displayed in the center of the displayed range of prices (i.e., the center cell or one off of the center cell if an even number of rows are displayed). To qualify as an Always Centered Trading Screen, there can never be a mode or condition in which continuous display of the best bid price, best ask price or last traded price in the center described above does not occur. For example, the continuous display of such type of price in the center can never be disabled in anyway (e.g., turned off by user, turned off by software, temporarily disabled based on a location of mouse pointer, etc.).

"Automatic Repositioning Ladder" means a Ladder in which when the relevant market information changes such that the at least one indicator no longer corresponds to any of the displayed range of price levels, the displayed range of price levels is automatically (outside of the control of the user) repositioned to ensure that the at least one indicator remains displayed on the screen. In an Automatic Repositioning Ladder, the at least one indicator can never be permitted to move off the screen. The automatic repositioning must result in all of the price levels of the displayed range of price levels instantly changing positions. To qualify as an Automatic Repositioning Ladder, there can never be a mode or condition in which automatic repositioning described above does not occur. For example, the automatic repositioning can never be disabled in anyway (e.g., turned off by user, turned off by software, temporarily disabled based on a location of mouse pointer, etc.).

"Broker" means a Futures Commissions Merchant ("FCM"), a broker/dealer and/or an equivalent Person.

"Current Affiliates" means Affiliates of a Party as of the Execution Date that have undertaken to be bound by this Agreement pursuant to Section 8.2.

"Current Contracts" means futures, options on futures, currency cash products, fixedincome cash products, options on stocks and options on stock indexes that are in existence and actively traded electronically on an Exchange as of the Execution Date and all stocks and exchange traded stock funds ("ETFs").

"Drifting Ladder" means a Ladder in which immediately after each and every change of market information that causes the at least one indicator to move relative to the displayed range of prices, the at least one indicator and the displayed range of price levels scrolls or

drifts back towards the center at the rate of at least 9 pixels per second. To qualify as a Drifting Ladder, there can never be a mode or condition in which scrolling/drifting immediately after each and every change of market information described above does not occur. For example, the drifting/scrolling can never be disabled in any way (e.g., turned off by user, turned off by software, temporarily disabled based on a location of mouse pointer, etc.).

"Effective Date" means the date upon which the Court enters the Consent Judgment attached as Exhibit A.

"Electronic Trading Software" means software that permits an End User to electronically send orders to buy or sell to an electronic exchange and/or that sends orders on behalf of End Users to an electronic exchange.

"End User" means any individual with direct or indirect access to Permitted Products or a TT product on any computing device, including, but not limited to, a computer, workstation, or server.

"Exchange" means (i) any exchange, market or similar entity for trading futures, options on futures, currency cash products, stocks, or options that is designated as such by a recognized governmental regulatory agency; (ii) an inter-dealer brokerage that acts as an intermediary between dealers to trade fixed income cash (bond) products; and/or (iii) with respect to currency product markets, any bank or other entity that makes markets for currency products.

"Have Made" or "Having Made" means having any product created with the assistance of third parties to a Party's specification and at a Party's direction and control. In no event shall a Have Made right granted to a Party be interpreted to include a right for that Party or any other Person to grant a sublicense to any third parties to utilize any licensed patents for any purpose other than creating or modifying the Permitted Products on that Party's behalf as set forth herein.

"Ladder" means an electronic trading screen on which trades may be made to an Exchange that displays at least one indicator representing the best bid and/or best ask price relative to a range of price levels (any level of which the at least one indicator may be displayed against) such that the at least one indicator moves relative to the range of price levels when the relevant market information changes. For clarity, the indicator is merely an indication of what the best bid or best ask price is at a particular time and does not need to have the same visual appearance from moment to moment (e.g., if the indicator is a numeral also indicating the current amount of quantity available at the best bid or ask price, the numeral may be dynamically changing from moment to moment).

"TT Patents" means the '056 patent, the '999 patent and U.S. Patent No. 7,680,724 ("the '724 patent") and any reissue or reexamination thereof. TT Patents shall also include any U.S. continuation and/or divisional thereof to the extent such a patent claims subject matter necessary to implement a trading screen that displays bids and asks relative to a price axis and that (a) permits order entry with a default quantity at locations

corresponding to the price axis or (b) permits order indicators to be moved from one location to another location corresponding to a level of the price axis. TT Patents shall also include any U.S. patent owned or exclusively licensed (with the right to sublicense) by TT and/or any TT Affiliate during the Term of this Agreement which covers technology necessary to implement a Permitted Product. Notwithstanding anything herein to the contrary, TT Patents shall not include (by way of an example) U.S. Patent No. 7,412,416 as this continuation patent does not cover technology necessary to implement a trading screen that displays bids and asks relative to a price axis and that (a) permits order entry with a default quantity at locations corresponding to the price axis or (b) permits order indicators to be moved from one location to another location corresponding to a level of the price axis.

"Person" means (i) any individual, corporation, partnership, limited partnership, limited liability company, joint venture, trust, foundation, or other business entity, (ii) any non-profit trust, enterprise, or institution, or (iii) any governmental subdivision, agency, or entity.

"Permitted Product" means an Always Centered Trading Screen made and/or Have Made by STELLAR and used, sold, offered for sale, imported or otherwise distributed by or for STELLAR in the United States that is covered by one or more claims of the TT Patents. For clarity, a Permitted Product includes an Always Centered Trading Screen performing a method covered by one or more claims of the TT Patents. Permitted Products are limited to the extent such software can be used to electronically trade Current and Subsequent Contracts. A product is only a Permitted Product if it connects to an Exchange using STELLAR Software with the STELLAR front end, and is not a Permitted Product if it only uses the STELLAR front end and no other STELLAR Software to connect to an Exchange. This does not restrict STELLAR's ability to embed connectivity to exchanges that has been developed by third parties. Permitted Products shall not include any product that is not an Always Centered Trading Screen (e.g., Permitted Products shall not include a Ladder).

"STELLAR" means Stellar and any of its Affiliates.

"STELLAR Patents" means all U.S. patents that are owned or exclusively licensed (with the right to sublicense) by STELLAR and that (i) are issued as of the Effective Date ("Issued STELLAR Patents") and/or (ii) may issue in the future based on any patent application filed as of the Effective Date. STELLAR Patents shall also include any U.S. continuation, divisional, reissue and/or reexamination of any Issued STELLAR Patent.

"STELLAR Software" means software made and/or Have Made by STELLAR and used, sold, offered for sale, imported or otherwise distributed by or for STELLAR in the United States for electronic trading.

"Subsequent Contracts" means futures, options on futures, currency cash products, fixed income cash products, options on stocks, and options on stock indexes that become actively traded electronically on an Exchange that are substantially similar to Current

Contracts. For example and without in any way limiting the foregoing, a contract based upon the outcome of a presidential election would not be a Subsequent Contract.

"Term" means the period commencing on the Effective Date and ending on the last to expire of the TT Patents or an earlier termination date as allowed herein, whichever occurs first.

#### ARTICLE 2: COVENANT NOT TO SUE

- Subject to the receipt of any payments required by Article 3, TT hereby agrees and covenants not to sue or assert any claim, right, demand, lawsuit, or action against STELLAR and its directors, officers, members, employees, agents, attorneys, and Current Affiliates for patent infringement (including inducement and contributory infringement) of any of the "TT Patents" (as defined above) during the Term of this Agreement for STELLAR making, Having Made, using, selling, offering for sale, importing or otherwise distributing in the United States any Permitted Products. The foregoing covenant not to sue is non-exclusive, non-transferable (except to a permitted successor in interest) and without the right to sublicense. Notwithstanding the foregoing, TT covenants not to sue STELLAR's customers and/or STELLAR's End Users for patent infringement (including inducement and contributory infringement) of any of the TT Patents for their use of Permitted Products that are obtained from, or given access by, STELLAR both prior to and during the Term of this Agreement. TT is making the covenant not to sue of this Section 2.1 despite the fact that a Permitted Product may be covered by one or more claims of the TT Patents. The covenant not to sue of this Section 2.1 does not apply to any products that do not qualify as a Permitted Product.
- STELLAR shall discontinue and disable both its Stellar front end software (original release) products and Stellar front end software (Nov. 2010 release) products sold or offered for sale in the United States and replace them with an Always Centered Trading Screen during a Transition Period, which is defined as 60 days from the Execution Date of this Agreement. Beginning on the expiration of the Transition Period and during the terms of the '132, '304, '411, '357, '651, '768, '382, 374 and '996 patents, STELLAR agrees not to make, Have Made, use, sell, offer for sale, import or otherwise distribute in the United States any products covered by any claims of the '132, '304, '411, '357, '651, '768, '382, '374 and '996 patents, respectively, that have not been found to be invalid or unenforceable in a final non-appealable judgment. This restriction applies to any demonstrations, including but not limited to working demonstrations connected to a simulator, animations, and canned or recorded footage of software. As partial consideration for the covenant not to sue granted by TT to STELLAR, STELLAR does not contest that (i) an Automatic Repositioning Ladder or a Drifting Ladder with single action order entry at locations corresponding to a price axis ("Auto Repositioning Single Action Ladder" or "Drifting Single Action Ladder") is covered by at least the independent claims of the '411, '768 and '374 patents, (ii) that an Auto Repositioning Single Action Ladder or a Drifting Single Action Ladder that also permits multiple single action orders at locations corresponding to the price axis without requiring the quantity to

be reset is also covered by at least the independent claims of the '996 patent, and (iii) that an Auto Repositioning Single Action Ladder or a Drifting Single Action Ladder that also permits single action cancellation of working orders relative to the price axis is also covered by at least the independent claims of the '382 patent.

- 2.3. As partial consideration for the covenant not to sue granted by TT to STELLAR, STELLAR hereby grants to TT and TT's Affiliates a non-exclusive, non-transferable license (without the right to sublicense) under STELLAR Patents during the Term of this Agreement to make, Have Made, use, sell, offer to sell, import and otherwise distribute in the United States any products and practice in the United States any methods covered by the STELLAR Patents. Notwithstanding the foregoing, STELLAR covenants not to sue TT and/or TT's Affiliates' customers and/or End Users for patent infringement for their use of products that practice at least one claim under STELLAR Patents that are obtained from, or given access by, TT and/or TT's Affiliates both prior to and during the Term of this Agreement.
- 2.4. Except as provided for in Section 2.3, nothing in this agreement shall be construed as providing any license, either express or implied, under any intellectual property. Except as provided for in Sections 2.1, 6.2.1, and 6.2.2, nothing in this Agreement shall be construed as providing any covenant not to sue under any intellectual property not specifically named herein. By way of example, TT grants no license to STELLAR under any non-U.S. patents, and STELLAR grants no license to TT under any non-U.S. patents.

#### ARTICLE 3: PAYMENT AND RELEASES

- Within seven (7) business days of the Effective Date, STELLAR shall make a one-time payment to TT of one hundred ten thousand dollars (\$110,000). This payment represents a discounted estimation of STELLAR's past damages for past infringement by virtue of STELLAR's previous making, using, selling, offering for sale, importing and/or otherwise distributing of STELLAR Software in the United States. The payment amount was calculated by applying a discounted rate of \$.10 per side for futures and \$1.00 per million dollar increment for fixed income cash to all estimated trades resulting from orders entered and/or modified in any Ladder in STELLAR Software and to twenty percent (20%) of all estimated trades resulting from orders entered otherwise but that were accessible by a Ladder in STELLAR Software during the lifecycle of the order. The one-time payment amount shall be non-refundable. The payment amount is based on STELLAR's best estimates of volumes using infringing software made during the period from May 2009 to the end of the Transition Period in the United States. STELLAR represents and warrants that prior to the Execution Date, its software has only been used to electronically trade in the U.S. futures, and options on futures, and fixed income cash (bond) products and not other asset classes.
- 3.2. The Parties agree that the one-time payment set forth in Section 3.1 above is a discount from the reasonable value of a license under the patented innovations. For example, STELLAR acknowledges that (i) many of the patented innovations provide an

advantage to Exchanges, FCMs and electronic traders such that the innovations increase the profitability of each of these entities and (ii) for an Exchange, FCM, and many traders that advantage is greater than the payment set forth above, but rather would amount to a portion of the entity's profits which could be larger than such payment.

- 3.3. In exchange for the one-time payment required by Section 3.1, TT and its Current Affiliates hereby release, acquit and forever discharge STELLAR and its directors, officers, members, employees, agents, attorneys, and Current Affiliates from any and all claims, counterclaims (including compulsory counterclaims that could have been brought in the Lawsuit) or liability for infringement (including inducement and contributory infringement), known or unknown, of any of the Patents-in-suit by the manufacture, importation, use, sale, offer for sale, lease, license, offer for license or other disposition or distribution of STELLAR Software prior to the Execution Date. TT and its Current Affiliates further release, acquit and forever discharge STELLAR's customers and/or End Users from any and all claims, counterclaims or liability for infringement (including inducement and contributory infringement), known or unknown, of any of the Patents-insuit by the use, sale, offer for sale, importation or other disposition or distribution of STELLAR Software obtained from, or given access by, Stellar prior to the Execution Date.
- 3.4. Stellar and its Current Affiliates hereby release, acquit and forever discharge TT and its Current Affiliates, directors, officers, members, agents, attorneys, employees and all persons acting by, through, under, or in concert with them of and from any and all claims, counterclaims (including compulsory counterclaims that could have been brought in the Lawsuit) or liability, known or unknown, (i) relating to the Patents-in-suit and/or the Lawsuit and arising prior to the Execution Date and (ii) for infringement (including inducement and contributory infringement) of any STELLAR Patents by the manufacture, importation, use, sale, offer for sale, lease, license, offer for license or other disposition or distribution of any products prior to the Execution Date.
- 3.5. The payment due to TT pursuant to Section 3.1 shall be paid by wire transfer to the following account:

#### Wire Transfer Account

JPMorgan Chase Bank, N.A. 10 S. Dearborn 35<sup>th</sup> Floor Chicago, IL 60603 Wire Transfer Dept: (888) 434-3030 Account Name: Trading Technologies, Inc. Account #: 5300066087 Routing #: 021000021 Swift #: CHASUS33

#### ARTICLE 4: PATENT MARKING

- 4.1. Promptly following the Effective Date and throughout the Term, STELLAR shall mark its Permitted Products in the U.S. with the following notation in a manner to be approved by TT, which approval shall not be unreasonably withheld (e.g., on a splash screen and/or an about box): "Use permitted under Trading Technologies International, Inc.'s U.S. Patent No. 7,533,056, 7,212,999 and 7,680,724".
- 4.2 From the Effective Date and throughout the term of this Agreement, in recognition that additional patents, such as for example, continuation and/or divisional patents, in the future may fall within the scope of TT Patents, STELLAR shall mark Permitted Products in the U.S. as further instructed by TT with the following notation in a manner to be approved by TT, which approval shall not be unreasonably withheld (e.g., on a splash screen and/or about box): "Use permitted under Trading Technologies International, Inc.'s U.S. Patent Nos. [INSERT APPLICABLE PATENT NUMBERS PER TT'S INSTRUCTIONS]."
- 4.3. STELLAR agrees that TT, from time to time, can amend the form of the required notice set forth in Section 4.1 and/or of future notices pursuant to Section 4.2 to require STELLAR to mark other TT Patents than the patents identified in the current instructions or to remove patents identified in the current instructions by providing STELLAR with written notice of the specific patent(s) to be marked and the type of product(s) on which such patent(s) should be marked, provided, however, that such revised notices may only include references to patents that contain at least one claim that cover a feature in the product identified. Any such marking shall be done in a reasonable manner to be approved by TT, which approval shall not be unreasonably withheld (e.g., on a splash screen and/or an about box) and shall state "Use permitted under Trading Technologies International, Inc.'s [the relevant patent(s)]."
- 4.4. TT shall indemnify, defend, and hold harmless STELLAR and its directors, officers, members, employees ("Indemnified Entities") from and against any and all liabilities, obligations, losses, penalties, actions, suits, claims, damages, and reasonable actual out-of-pocket expenses (including reasonable attorneys' fees) that arise out of a claim made or action threatened against STELLAR alleging STELLAR's false marking of TT Patents based on STELLAR's compliance with this Article 4, provided that STELLAR:
- 4.4.1. notifies TT in writing as soon as reasonably practicable after becoming aware of any claim or threatened action;
- 4.4.2. notifies TT in writing as soon as reasonably practicable regarding all official and unofficial contacts regarding such claim or action;
- 4.4.3. affords reasonable assistance to TT (but only at the request of TT) in the defense of such claim; and
- 4.4.4. allows TT full control of the defense of the claim (including any compromise related to the claim) on STELLAR's behalf; provided that TT will not

without STELLAR's prior written approval, which approval will not be unreasonably withheld or delayed, enter into any settlement or compromise, or agree to any judgment that requires an admission from STELLAR or any monetary payment by STELLAR.

- 4.5. Notwithstanding anything herein to the contrary, TT shall have no liability for and no obligation to defend any STELLAR or any Indemnified Entity against, any claim of false marking to the extent such claim arises from STELLAR's failure to comply with TT's instructions regarding marking pursuant to Sections 4.1-4.3.
- 4.6. The remedies set forth in Section 4.4 shall be STELLAR's sole and exclusive remedy and TT's sole and exclusive liability in the event of any false marking claim.
- 4.7. In the event STELLAR has a good faith belief that a product change results in its current marking pursuant to TT's instructions as incorrect, then STELLAR shall notify TT of such belief.

#### ARTICLE 5: TERM, TERMINATION AND ASSIGNABILITY

- 5.1. This Agreement shall become effective upon the Effective Date retroactive to the Execution Date and shall remain in full force and effect until the earlier of the expiration of the Term or all unexpired TT Patents have been found to be invalid or unenforceable in a final non-appealable judgment, unless it is terminated earlier as permitted in this Agreement. Upon the expiration of the Term or any earlier termination, all provisions of this Agreement (including any license rights granted herein) shall terminate except as provided in Section 5.5.
- Any Party to this Agreement (a "Notifying Party"), in addition to any other remedies that it may have, may at its election terminate this Agreement, effective upon written notice to another Party (an "Affected Party"), in the event of a material default or material breach by the Affected Party of any of its obligations under this Agreement which default or breach remains uncured thirty (30) days after the Notifying Party gives the Affected Party written notice thereof. TT, in addition to any other remedies it may have, may elect to terminate this Agreement, effective upon written notice to STELLAR, in the event any of the following actions is committed by or occurs with respect to STELLAR: (i) STELLAR's admission in writing of its inability to pay its debts generally as they become due or making of an assignment for the benefit of creditors; (ii) STELLAR's institution of or consent to the filing of a petition in bankruptcy; (iii) the appointment of a receiver for all or substantially all of the property of STELLAR; (iv) the institution by STELLAR of any proceedings for the liquidation or winding up of STELLAR's business or the termination of its corporate charter; (v) a court's determination that the STELLAR is bankrupt or insolvent; or (vi) STELLAR's failure to make any other payment required herein. Upon termination of this Agreement, STELLAR shall remain obligated to provide an accounting for and to pay all monies due to TT up to the date of the termination.
- 5.3. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. STELLAR shall not

be permitted to transfer or assign any rights granted hereunder without TT's prior written approval, any such attempted assignment shall be void, and upon the occurrence of any such attempted assignment, TT may, in its sole discretion, terminate the Agreement after no less than ninety (90) days prior written notice to STELLAR. In the event that STELLAR or TT (i) merges, consolidates, sells or transfers all or substantially all of its assets or ownership interest to a third party; (ii) merges into or with a third party; or (iii) enters into or takes part in any other transaction or series of transactions that result in a change of control of STELLAR or TT, then the covenants not to sue granted hereunder may be transferable to the surviving or succeeding entity only to the extent the other Party provides prior written approval, which shall not be unreasonably withheld or delayed. Should TT transfer rights in any of the TT Patents sufficient to vest a right to sue for patent infringement in a third party, TT shall require, as a condition of the transfer of rights, that the third party abide by any relevant covenants not to sue contained herein and agree to require any and all potential further transferees to abide by any relevant covenants not to sue contained herein. Should STELLAR transfer rights in any of the STELLAR Patents sufficient to vest a right to sue for patent infringement in a third party, STELLAR shall require, as a condition of the transfer rights, that the third party abide by any relevant covenants not to sue contained herein and agree to require any and all potential further transferees to abide by any relevant covenants not to sue contained

- 5.4. No failure or delay on the part of either Party in exercising its right of termination or cancellation hereunder for any one or more causes shall be construed to prejudice its right of termination or cancellation for such or any other or subsequent cause.
- 5.5. The following provisions shall survive termination of this Agreement: Sections 2.2, 3.3, 3.4, 4.4, 4.5, 4.6 and 9.1 and Articles 5, 6, and 10. In addition, Sections 2.1, 2.3 and 2.4 shall survive termination of this Agreement with respect only to acts performed prior to the date of termination,

#### ARTICLE 6: TERMINATION OF CIVIL ACTION

- 6.1. Promptly after the Execution Date, TT and STELLAR shall cause their respective attorneys to execute and file with the court in the Lawsuit a Consent Judgment in the form attached hereto as Exhibit A. In the event that any of the findings of invalidity of the '411, '768, and '374 patents currently at issue in the Appeal are reversed, vacated and/or remanded by the Federal Circuit in the Appeal, promptly after remand to the district court, TT and STELLAR shall cause their respective attorneys to execute and file with the court in the Lawsuit a Consent Judgment in the form attached hereto as Exhibit B.
- 6.2. The parties agree that the Consent Judgments shall remain in full force and effect from the time they are entered until the expiration of the '304, '132, '056, '999, '411, '768, '382, '996 and '374 patents or with respect to each of these patents respectively, unless or until a final and non-appealable judgment or decision by a court or tribunal of competent jurisdiction or by the USPTO that such patent is invalid or unenforceable. In the event that STELLAR materially breaches or defaults under the terms of this

Agreement, and fails to cure such material breach or default within thirty (30) days of notice thereof, then TT may seek immediate enforcement of the permanent injunctions set forth in the Consent Judgment together with any other available remedies.

- 6.2.1. In the event that the term "static" in the claims of the '382 and '996 patents is found in a final non-appealable judgment to have substantially the same meaning as that term was found to have had by the Federal Circuit in the '132 and '304 patents, then TT covenants not to sue and not assert any claim, right, demand, lawsuit, or action against STELLAR and its directors, officers, members, employees, agents, attorneys, and Current Affiliates for patent infringement (including inducement and contributory infringement) of the '382 and '996 patents for STELLAR making, Having Made, using, selling, offering for sale, importing and/or otherwise distributing in the United States an Automatic Repositioning Ladder and STELLAR shall not be held to Sections 2.2(ii) and 2.2(iii).
- 6.2.2. In the event that the claims of the '411, '768 and '374 patents are found in a final non-appealable judgment to be limited to requiring "static" as that term was construed by the Federal Circuit in the '132 and '304 patents, then TT covenants not to sue and not assert any claim, right, demand, lawsuit, or action against STELLAR and its directors, officers, members, employees, agents, attorneys, and Current Affiliates for patent infringement (including inducement and contributory infringement) of the '411, '768 and '374 patents for STELLAR making, Having Made, using, selling, offering for sale, importing and/ or otherwise distributing in the United States an Automatic Repositioning Ladder and STELLAR shall not be held to Section 2.2(i).

#### ARTICLE 7: INTENTIONALLY SKIPPED

#### ARTICLE 8: REPRESENTATIONS AND WARRANTIES

- 8.1. The Parties represent and warrant that the terms and conditions of this Agreement do not violate their respective Certificates of Incorporation or By-laws and do not conflict with any other agreements to which they are a party or by which they are bound.
- 8.2. Each Party represents and warrants that all of its Affiliates shall undertake all obligations contained herein as if such Affiliates were directly named as parties to this Agreement. Notwithstanding the foregoing, no right granted under this agreement shall extend to any Affiliate unless expressly stated herein.
- 8.3. STELLAR represents and warrants that as of the Execution Date the following list of software identifies the only Electronic Trading Software (other than the Permitted Products) that STELLAR has made, Have Made, used, sold, offered for sale, imported or otherwise distributed in the U.S. since July of 2004: the Stellar front end software (original release) and the Stellar front end software (Nov. 2010 release).
- 8.4 STELLAR represents and warrants that it shall not in any way practice the TT Patents in the U.S. except pursuant to the Permitted Products or covenants not to sue granted under this Agreement.

- 8.5. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE PARTIES MAKE NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO THE VALIDITY OR ENFORCEABILITY OF ANY PATENTS LICENSED HEREUNDER AND ANY WARRANTY THAT ANY PRODUCT OR METHOD LICENSED HEREUNDER DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PERSON. EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE 5, EACH PARTY DISCLAIMS ANY UNDERTAKING OF THE OTHER PARTY TO INDEMNIFY, DEFEND OR HOLD SUCH PARTY HARMLESS FROM ANY DAMAGES OR COSTS ARISING FROM ANY CLAIM THAT THE OTHER PARTY'S EXERCISE OF THE INTELLECTUAL PROPERTY RIGHTS LICENSED UNDER THIS AGREEMENT INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS LICENSED UNDER THIS AGREEMENT INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PERSON.
- 8.6. STELLAR represents and warrants that as of the Execution Date, the following lists all of STELLAR's Affiliates: Stellar Trading Group Limited.
- 8.7. STELLAR represents and warrants that prior to the Effective Date, the only Ladders that it has made, Have Made, sold, offered for sale, imported and/or otherwise distributed in the U.S. are the Stellar front end software (original release) and the Stellar front end software (Nov. 2010 release) and that prior to the Effective Date it has never infringed any claims of the '132 and/or '304 patents.

#### ARTICLE 9: CHALLENGE OF PATENTS

- 9.1. STELLAR agrees that the '132, '304, '056, '999, '382, and '996 patents ("Patents Subject to Consent Judgment of Exhibit A") are valid and enforceable. In the event that the Consent Judgment of Exhibit B is filed with the court, STELLAR will agree that the claims of the '411, '768 and/or '374 patents subject to that Consent Judgment ("Patents Subject to Consent Judgment of Exhibit B") are valid and enforceable. Except for its participation in the current Appeal with respect to the '411, '768 and '374 patents, STELLAR further agrees that it shall not directly or indirectly challenge or oppose the validity, enforceability or patentability of any claims of the Patents Subject to Consent Judgments of Exhibits A or B including, without limitation, directly or indirectly aiding or assisting any Person in challenging or opposing the validity, patentability or enforceability of any claims of the Patents Subject to Consent Judgments of Exhibits A or B, including participating in any action contesting the validity of any of these patents or in a reexamination or opposition of any of these patents.
- 9.2. For the Term, STELLAR agrees that the TT Patents that are not Patents Subject to Consent Judgment are valid and enforceable. For the Term, STELLAR further agrees that it shall not directly or indirectly challenge or oppose the validity, enforceability or patentability of any claims of the TT Patents that are not Patents Subject to Consent Judgment including, without limitation, directly or indirectly aiding or assisting any Person in challenging or opposing the validity, patentability or enforceability of any claims of the TT Patents that are not Patents Subject to Consent Judgment, including

participating in any action contesting the validity of any of these patents or in a reexamination of any of these patents.

9.3. Notwithstanding anything to the contrary herein, STELLAR may respond to a subpoena or court order for the production of information or to provide testimony without violating this Article 9.

#### ARTICLE 10: MISCELLANEOUS PROVISIONS

- 10.1. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof.
- 10.2. Nothing contained in this Agreement shall be construed as:
- 10.2.1. a warranty or representation that the manufacture, sale, offer for sale, lease, import, use or other disposition of products and methods practiced under one or more of the TT Patents and STELLAR Patents will be free from infringement of intellectual property rights of third parties, including patents, utility models, trade secrets, trademarks, trade names, copyrights, rights in mask works, or the like;
- 10.2.2. an agreement to bring or prosecute actions or suits against third parties for infringement or conferring any right to bring or prosecute actions or suits against third parties for infringement;
- 10.2.3. conferring any rights to use in advertising, publicity or other marketing activities any name, trademark, or other designation of either Party hereto;
- 10.2.4. conferring by implication, estoppel or otherwise upon either Party hereunder any license or other right except the licenses and rights expressly granted hereunder to a Party hereto; or
- 10.2.5. an obligation to furnish any technical assistance or information or know-how
- 10.3. Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communications hereunder shall be deemed duly given (i) seven (7) business days after it is sent by registered or certified mail, return receipt requested, proper postage prepaid, (ii) one (1) business day following transmission by facsimile when receipt is electronically confirmed (provided that the original shall be contemporaneously sent by first class mail), or (iii) two (2) business days following deposit with a recognized international overnight courier service for next day delivery, charges prepaid, and, in each case, addressed to the intended recipient as set forth below:

#### If to STELLAR:

Stellar Trading Systems 24 Cornhill London EC3V 3ND United Kingdom Attention: Steve Thomas

If to TT:

Trading Technologies International, Inc. 222 South Riverside Plaza Suite 1100 Chicago, Illinois 60606 Attention: General Counsel

Any Party may give any notice, request, demand, claim or other communication hereunder using any means not specified above (including personal delivery, expedited courier, messenger service, telex or electronic mail), but no such notice, request, demand, claim or other communication given in such other manner shall be deemed to have been duly given unless and until it is actually delivered to the individual for whom it is intended. Any Party may change the address or designated recipient to which notices, requests, demands, claims or other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

- 10.4. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same is in writing and signed by the affected Parties. No waiver of any default, misrepresentation or breach of this Agreement shall be valid unless the same is in writing and signed by the Party granting such waiver. No waiver by any Party of any default, misrepresentation or breach of this Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence of such kind.
- 10.5. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the invalid or unenforceable term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power, which power the Parties hereby request such court to exercise, to reduce the scope, duration or geographic limitation of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be

enforceable as so modified after the expiration of the time within which the judgment may be appealed.

- 10.6. Captions. The section numbers and captions used in this Agreement are for convenience only and shall not be used in interpreting in this Agreement.
- 10.7. Governing Law, Jurisdiction. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois. The parties agree that the United States District Court for the Northern District of Illinois, Eastern Division shall have jurisdiction over matters relating to this Agreement, including the right to enforce this Agreement and/or the Consent Judgment.
- 10.8. Independent Contractors. Nothing herein shall be construed to create any relationship of agent and principal, partnership, joint venture, or employee/employer between the Parties. Neither Party shall have the authority or right, or represent that it has such authority, to bind or obligate the other Party.
- 10.9. The Parties acknowledge that they have entered into this Agreement of their own free will, and have not relied on any inducement by the other Party to enter into this Agreement (even if such inducement occurred), nor have they relied on any warranty or representation by the other Party not explicitly set forth in this Agreement (even if such warranties or representations were made).
- 10.10. Each Party agrees that, now and in the future, the Party will not make any disparaging or derogatory statements in relation to this Agreement or about the other Party to the public or the Party's employees or engage in any conduct that would impugn, malign, denigrate, or otherwise harm the good will or public image of the other Party with respect to this Agreement. The Parties agree that any comments made to the public or to a Party's employees regarding this Agreement that accurately describe terms and/or conditions of this Agreement shall not violate this Section 10.10.
- 10.11. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Each defined term used in this Agreement has a comparable meaning when used in its phural or singular form. Each gender-specific term used herein has a comparable meaning whether used in a masculine, feminine or gender-neutral form. The term "include" and its derivatives shall have the same construction as the phrase "include, without limitation," and its derivatives. The exhibits identified in this Agreement are incorporated by reference and made a part hereof.

- 10.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.13. Directly or Indirectly. Where any provision of this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether the action in question is taken directly or indirectly by such Person
- 10.14. Governmental Compliance. STELLAR and TT shall abide by all applicable export laws and regulations relating to the use and distribution of the Permitted Products or products licensed under STELLAR Patents as applicable and shall not market or distribute any Permitted Products or products licensed under STELLAR Patents to customers outside of the United States in violation of any laws and regulations of the United States or any other country or sovereign nation applicable to sales outside of the United States.
- 10.15. Compliance with Laws. The Parties agree to comply and do all things necessary to enable the other Party to comply with all applicable federal, state and local laws, regulation and ordinances, including but not limited to the regulations of the United States Government as they relate to this Agreement.
- 10.16. Notice of Events Affecting Performance. Each Party shall promptly provide written notification to the other Party of, including a description of, the impending and/or actual occurrence of any of the following events:
- 10.16.1. insolvency proceedings that may adversely affect a Party's performance under this Agreement; and
- 10.16.2. any other factor or event which may detrimentally affect a Party's ability to meet the requirements of this Agreement.
- 10.17. Force Majeure. Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event. If a Force Majeure continues for a period of 3 months or more, the other party may (without affecting the accrued rights and obligations of each party as of that date) terminate this agreement immediately by notice to the other party.
- 10.18. Enforcement Expenses. In the event of any dispute arising out of the subject matter of this Agreement that is resolved by litigation, the prevailing Party shall recover, in addition to any other damages assessed, its reasonable expenses, including attorneys' fees and costs, incurred in resolving such dispute.

Case: 1:10-cv-00882 Document #: 55 Filed: 02/04/14 Page 22 of 47 PageID #:478

[Signatures on Following Page]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first written above by its duly authorized representatives.

STELLAR TRADING SYSTEMS, LTD., LEADENHALL ELECTRONIC TRADING SOFTWARE, LTD., AND STELLAR TRADING SYSTEMS, INC.

By:

Name: SIEUE 1 Homas

Title: NANAGUL DIRECTOR

TRADING TECHNOLOGIES INTERNATIONAL, INC.

By: MILL A 7

Name: | 1

Title: CM Gal ( )

Case: 1:10-cv-00882 Document #: 55 Filed: 02/04/14 Page 24 of 47 PageID #:480

#### Exhibit A

FIRST CONSENT JUDGMENT

#### UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

	<del></del>	
	)	
TRADING TECHNOLOGIES	)	Case No. 10 C 882
INTERNATIONAL, INC.	)	(Consolidated with:
	)	10 C 715, 10 C 716,
Plaintiff,	)	10 C 718, 10 C 720,
ŕ	)	10 C 721, 10 C 726
v.	}	10 C 883, 10 C 884
	)	10 C 885, 10 C 929
STELLAR TRADING SYSTEMS, LTD., AND	)	10 C 931)
STELLAR TRADING SYSTEMS, INC.,	)	
	)	Judge Virginia M. Kendali
Defendants.	)	
	_)	

#### CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated December 7, 2012 ("Settlement Agreement") (attached as Exhibit 1 hereto) which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, Stellar Trading Systems, Ltd. and Stellar Trading Systems, Inc. (collectively "Stellar"), judgment is hereby entered against Stellar upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against Stellar on February 10, 2010. This action alleges infringement of U.S. Patent Nos. 6,766,304 ("'304 patent"), 6,772,132 ("'132 patent"), 7,212,999 ("'999 patent"), 7,533,056 ("'056 patent"), 7,587,357 ("'357 patent"), and 7,613,651 ("'651 patent"). The complaint was subsequently amended to add claims of infringement of U.S. Patent Nos. 7,676,411

("'411 patent"), 7,693,768 ("'768 patent"), 7,725,382 ("'382 patent"), 7,813,996 ("'996 patent"), 7,904,374 ("'374 patent"), and 7,930,240 ("'240 patent"). Stellar has received and reviewed a copy of the Complaint and Amended Complaints filed by TT in this action.

- 2. This Court previously made findings of invalidity with respect to the asserted claims of the '411, '768 and '374 patents. These findings are currently on appeal at the United States Court of Appeals for the Federal Circuit and TT's claims of infringement of the '411, '768 and '374 patents are not presently before this Court.
- 3. With the exception of the '411, '768 and '374 patents, this Court has jurisdiction over the parties to this action and over the subject matter of the Complaint.
- 4. TT is the sole and exclusive owner of the patents-in-suit asserted by TT, and has the right to sue upon, and recover damages for past infringement and enjoin future infringement of the patents-in-suit.
- 5. All claims of the '304, '132, '999, '056, '382, and '996 patents are valid and enforceable.
- 6. Stellar has infringed the '999, '056, '382, and '996 patents under 35 U.S.C. Section 271 by making, using, selling, offering for sale, importing and/or otherwise distributing electronic trading software referred to as the Stellar front end software. Documentation describing the Stellar front end software is included in Exhibit 2.
- 7. Defendant Stellar, its officers, directors, partners, members, affiliates, subsidiaries, assigns, and successors-in-interest are hereby permanently enjoined (unless expressly permitted by TT during the terms of the '132, '304, '999, '056, '382, and '996 patents) from infringing the '132, '304, '999, '056, '382, and '996 patents respectively,

including, without limitation, by the making, using, selling, offering for sale, importing, and otherwise distributing in the United States the electronic trading software products referred to in paragraph 6 above including, without limitation, for use in electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

- Pursuant to the Settlement Agreement, Stellar shall pay to TT an amount in settlement of TT's claims for past damages arising from the claims of infringement of the patents-in-suit.
- 9. The Settlement Agreement resolves all claims currently before this Court in this action. The Settlement Agreement further resolves claims relating to the '411, '768 and '374 patents depending upon the outcome of the currently pending appeal. Accordingly, TT's claims of patent infringement of the '357, '651 and '240 patents are hereby dismissed with prejudice.
- 10. This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment and the Settlement Agreement between the parties pursuant to which the Consent Judgment is filed.
- The right to enforce this Consent Judgment shall transfer to any successor-ininterest to TT.
- 12. Each party shall bear its own costs and attorneys' fees.

[Signatures on Following Page]

SO ORDERED	
Dated:	
	United States District Court Judge
AGREED TO:	
Dated:	
Dateu:	Leif R. Sigmond, Jr. (ID No. 6204980) Matthew J. Sampson (ID No. 6207606) McDonnell Bochnen Hulbert & Berghoff LLI 300 South Wacker Drive
	Chicago, IL 60606
	Tel.: (312) 913-0001
	Fax: (312) 913-0002
	Attorneys for Plaintiff TRADING TECHNOLOGIES INTERNATIONAL, INC.
Dated:	
	Ralph J. Gabric (ID No. 6198485)
	Marc V. Richards (ID No. 6216747)
	Mircea A. Tipescu (ID No. 6276053
	Brinks Hofer Gilson & Lione
	NBC Tower – Suite 3600
	455 N. Cityfront Plaza Drive Chicago, IL 60611-5599
	Tel.: (312) 321-4200
	Fax.: (312) 321-4299
	Attorneys for Defendants
	Stellar Trading Systems, Ltd. and
	Stellar Trading Systems, Inc.

#### Exhibit B

SECOND CONSENT JUDGMENT

#### UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

	)	
TRADING TECHNOLOGIES	)	Case No. 10 C 882
INTERNATIONAL, INC.	)	(Consolidated with:
	)	10 C 715, 10 C 716,
Plaintiff,	)	10 C 718, 10 C 720,
	)	10 C 721, 10 C 726
V,	)	10 C 883, 10 C 884
	)	10 C 885, 10 C 929
STELLAR TRADING SYSTEMS, LTD., AND	)	10 C 931)
STELLAR TRADING SYSTEMS, INC.,	)	
	)	Judge Virginia M. Kendall
Defendants.	)	
Y-	)	

#### **CONSENT JUDGMENT**

As a result of settlement of this action by virtue of a settlement agreement between the parties dated December 7, 2012 ("Settlement Agreement") (attached as Exhibit 1 hereto) and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, Stellar Trading Systems, Ltd. and Stellar Trading Systems, Inc. (collectively "Stellar"), judgment is hereby entered against Stellar upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against Stellar on February 10, 2010. This action alleges infringement of U.S. Patent Nos. 6,766,304 ("'304 patent"), 6,772,132 ("'132 patent"), 7,212,999 ("'999 patent"), 7,533,056 ("'056 patent"), 7,587,357 ("'357 patent"), and 7,613,651 ("'651 patent"). The complaint was subsequently amended to add claims of infringement of U.S. Patent Nos. 7,676,411 ("'411 patent"), 7,693,768 ("'768 patent"), 7,725,382 ("'382 patent"), 7,813,996 ("'996

patent"), 7,904,374 ("374 patent"), and 7,930,240 ("240 patent"). Stellar has received and reviewed a copy of the Complaint and Amended Complaints filed by TT in this action.

- 2. The claims relating to all patents-in-suit other than the '411, '768 and '374 patents were resolved in a Consent Judgment entered by this Court on \_\_\_\_\_. At the time, there was an appeal pending of findings by this Court of invalidity of the asserted claims of the '411, '768 and '374 patents. On \_\_\_\_\_, the U.S. Court of Appeals for the Federal Circuit [reversed/vacated/remanded] this Court's findings of invalidity with respect to the ['411/'768/'374] patents.
- 3. This Court has jurisdiction over the parties to this action and over the subject matter of the Complaint with respect to the ['411/'768/'374] patents.
- 4. TT is the sole and exclusive owner of the patents-in-suit asserted by TT, and has the right to sue upon, and recover damages for past infringement and enjoin future infringement of the patents-in-suit.
- 5. All claims of the ['411/'768/'374] patents are valid and enforceable.
- 6. Stellar has infringed the ['411/'768/'374] patents under 35 U.S.C. Section 271 by making, using, selling, offering for sale, importing and/or otherwise distributing electronic trading software referred to as the Stellar front end software. Documentation describing the Stellar front end software is included in Exhibit 2.
- 7. Defendant Stellar, its officers, directors, partners, members, affiliates, subsidiaries, assigns, and successors-in-interest are hereby permanently enjoined (unless expressly permitted by TT during the terms of the ['411/'768/'374] patents) from infringing the ['411/'768/'374] patents respectively, including, without limitation, by the

Case: 1:10-cv-00882 Document #: 55 Filed: 02/04/14 Page 32 of 47 PageID #:488

making, using, selling, offering for sale, importing, and otherwise distributing in the United States the electronic trading software products referred to in paragraph 6 above including, without limitation, for use in electronically trading any item (e.g., futures,

options, equities, fixed-income products, etc.).

The Settlement Agreement resolves all claims currently before this Court in this
action.

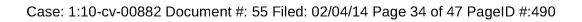
 This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment and the Settlement Agreement between the parties pursuant to which the Consent Judgment is filed.

 The right to enforce this Consent Judgment shall transfer to any successor-ininterest to TT.

11. Each party shall bear its own costs and attorneys' fees.

[Signatures on Following Page]

SO ORDERED	
Dated:	
	United States District Court Judge
AGREED TO:	
Dated;	
Dated;	Leif R. Sigmond, Jr. (ID No. 6204980)  Matthew J. Sampson (ID No. 6207606)  McDonnell Boehnen Hulbert & Berghoff LLP  300 South Wacker Drive
	Chicago, IL 60606
	Tel.: (312) 913-0001
	Fax: (312) 913-0002
	Attorneys for Plaintiff TRADING TECHNOLOGIES INTERNATIONAL, INC.
D . 1	
Dated:	Ralph J. Gabric (ID No. 6198485)
	Mare V. Richards (ID No. 6216747)
	Mircea A. Tipescu (ID No. 6276053
	Brinks Hofer Gilson & Lione
	NBC Tower - Suite 3600
	455 N. Cityfront Plaza Drive
	Chicago, IL 60611-5599
	Tel.: (312) 321-4200
	Fax.: (312) 321-4299
	Attorneys for Defendants
	Stellar Trading Systems, Ltd. and
	Stellar Trading Systems, Inc.



Page 394 of 418 TTX03359167

Case: 1:10-cv-00882 Document #: 55 Filed: 02/04/14 Page 35 of 47 PageID #:491

### CONFIDENTIAL INFORMATION

# STELLAR FRONT END SOFTWARE (NOV. 2010 RELEASE) UPDATES

- The Stellar PriceLadder is automatically re-centered when the inside market moves off-screen at the then current inside market value that was determined when the inside market value moved off-screen.
- The manner in which an order quantity is set by the user for order entry on the Stellar PriceLadder has been changed as follows:
  - For order entry on the Stellar PriceLadder, users may input the order quantity in the Quick Volume Text Box and then left click on a desired price location for the order, after which the order quantity in the Quick Volume Text Box resets to empty.
  - Alternatively, to submit an order for a designated price and quantity in the Stellar PriceLadder, the user may press (and hold) a key associated with a designated quantity contemporaneously with a left click of the mouse on a price location.
- Order entry on the Stellar PriceLadder is disabled whenever the ladder is being automatically repositioned. Users may stop the repositioning process for the Stellar PriceLadder if they wish to place an order on the ladder.
- To amend an order price for a working order on the Stellar PriceLadder, users may left click on the box displaying the order on the ladder at the current price level and then left click again at a location on the ladder associated with the desired price level. Users may not drag amend an order on the ladder.



Case: 1:10-cv-00882 Document #: 55 Filed: 02/04/14 Page 37 of 47 PageID #:493 Case 1:10-cv-00882 Document 14-1 Filed 03/09/10 Page 3 of 70 nt End

# Case: 1:10-cv-00882 Document #: 55 Filed: 02/04/14 Page 38 of 47 PageID #:494

# Stellar From Endo-cv-00882 Document 14-1 Filed 03/09/10 Page 4 of 70

The Stellar Front End combines lightning fast order entry with a high degree of flexibility. The Front End comprises of an integrated suite of applications designed from the ground up to present a rich, responsive and consistent interface.

The Front End adopts a standard Windows look-and-feel that promotes instant familiarity, reducing the initial learning curve and minimising migration disruption. Even complex functionality is incorporated in an intuitive fashion.



Different trading functions can be assigned to each mouse button

#### Try - MuleRowProsView File Edit View Help D - 😅 🔛 Order Volume Name Series )OBidC Bid Ask **IOAsk** Last FGBL 115.17 115.18 JUN08 115.17 524 572 100 FGBM 109,770 JUN08 109.765 109.770 119 232 14 JUN08 FGBS 104.255 104.260 104.255 1244 2344 Ready

An alternate 2-line quote board

Either single click or ticket based order entry can be utilised. Multiple orders can be tee'd up in tickets ready for simultaneous submission when the correct market conditions are met.

## Speed

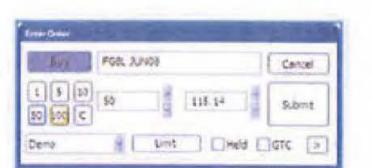
The Front End has an emphasis on speed, displaying market data and routing orders as fast as possible. The Stellar architecture places the complexities and workload of the trading system on to the servers, freeing the Front End to focus solely on trader interaction. Stellar responds instantly even in the busiest of market conditions – coffee cups and egg timers are all in the past . . .

### StellarPrice

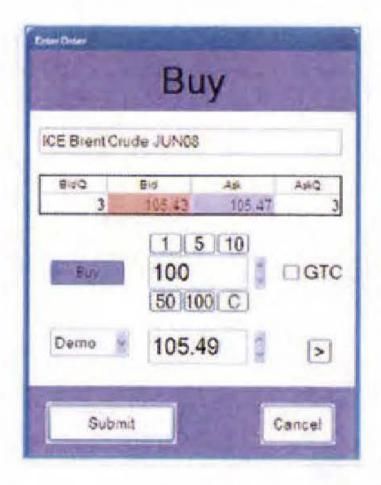
StellarPrice provides all of the industry standard trading windows, from price blotters and tickers to spread matrices and depth displays. Complete customisation is possible, to suit a trader's individual style or to match a corporate identity.

HAVE	feas	Line	regin	8110	60	Liner	241	PARK	Legis	16/40	Nettra	Leafting.	Fairfus
u	JUT 208	94.600	94.600	1077	84 605	94 610	94.810	308	10	23050	note	12 42 36	(563)
LL	SEP08	94.890	94.950	414	94.890	94.895	94.895	390	5	27620	0.056	12 41 43	797
LL	DEG09	95.105	95.180	264	95,110	95.110	15 113	323	3	19619	-0.055	12:42:17	(1014
LL	MAR09	95 305	95.365	262	98 305	95,310	96.318	1160	10	14960	-0.040	12.42.32	1239
L.	1,1654	95.370	95.430	. 66	95.385	95 385	15.350	22)	1	12231	0.000	12 41 45	(655
	<b>製料</b> 的	95.345	95.415	1100	66.365	95.370	59,375	EN	0	6051	-0.035	12 42 17	107
44	DECC	95 255	95.300	Zho	95 250	95 265	96.770	81	15	2398	-0.040	12:39:17	
Ę	MARIE	95,170	95.210	10	95.180	95 183	35.190	63	5	997	-i0 (03/5	12:39:36	
É	3,6110	95.085	95.120	31	16.100	96 100	98,105	- 4	-4	1.47	-8-030	12:38:36	
L	BE913	95.040	95.045	- 30	90.025	95 045	88 Sat	-	1	26	-it (S20),	12 09 41	
LE.	CÉCIO	94.970	94.990	-4	94.970	94 990	34.285	16	1	4	0.015	12:09:41	
4	P4511	94.935	94.950	113	54.830	94 935	14.925		1	3	39,036	09:04:53	
CL.	3,241												
LL	JUNOS SEPOS DECOS	-0.100	-0.070	105	-0,075	-0.075	0.070	50	5	1242		12 40 46	
Ц	SEPOR-DECORMAROR	-0.025	-0.025	679	0.058	-8 025	2370	1	10	10		12 13 09	
Ц	DECOS-MAROS-ANIOS	-0.120	-0.120	- 1	-0.120	-0.120	0.110	20	1	20		12 35 94	
L	MARON-JUNION-SEPCO	-0.090	-0.090	60	-0.100	-6:000	-0.090	10	20	26		12:32:10	

Price blotters can display any combination of products and markets.

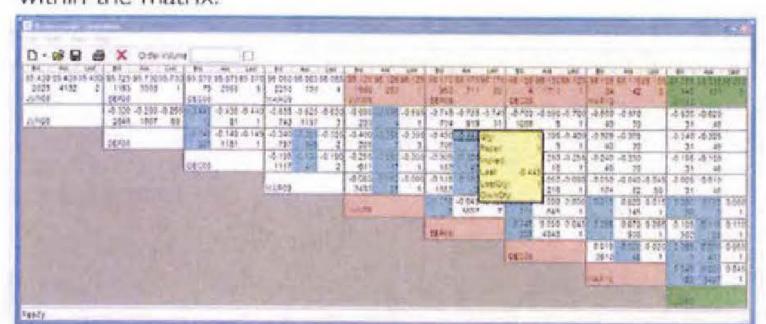


Order entry ticket. The ticket extends to provide further order types.



### spreadMatrix

The spreadMatrix provides an intuitive display of spread markets. Stellar permits complete configuration of the data displayed within the matrix.

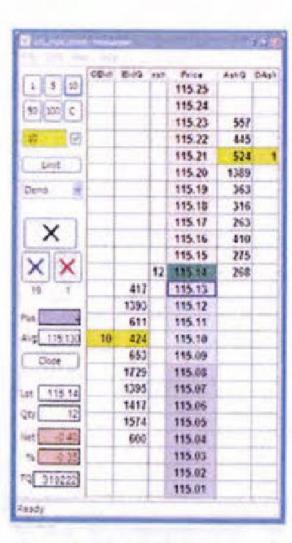


A Euribor spreadMatrix.

# Case 1:10-cv-00882 Document 14-1 Filed 03/09/10 Page 5 of 70

### Dynamic Depth Display

Stellar's dynamic vertical depth display provides fast order entry and intuitive visualisation of the market.



1 5	000	BidQ	Price	AskQ	LastQ	TradedO
10 50		1100	115.21	748	1 3	15059
100 C		A VE	115.20	1563		23078
5	1	City	115.19	41.5		20290
0	1	17	115.18	383		22758
325348		E	115.17	315		27702
			115.16	494		20805
			115.15	396		19279
		W	115.14	188	10	20760
		67	115.13	PE		8417
		1363	115.12	1951		5850
		1083	115.11	35		3106
	10	622	115.10			4170
		727	115.09	MITS.		305
		1735	115.08			

Complete customisation of window style is provided.

# **Equity Trading**

Equity and CFD trading is catered for with industry standard screens.



Equity Level II screen

#### StellarOrder

Multiple order books can be configured, differentiating between products or accounts.



A working order book.

## StellarRisk

Position and P&L information is displayed by StellarRisk. Drill down mechanisms allow a large number of accounts to be displayed concisely at summary level, with the detail available when required. The risk manager is alerted to potential limit breaches with colour coded severity warnings.

Multi account risk view, showing account MQI with a limit warning and drill-down detail.

di ba	<b>State</b>	A TAN			00
File E	ldit View Help				1000
D -	<b>☞</b> ■ <b>® @</b>	j.			
Account	Product	Series	TotPos	Tot Day P&L	Spread
WE9			4	1995	73
	ICE ECX CFI		4	1995	
XNK				0	
	ICE Brent Crude			0	
	ICE Gasoil			-600	20
		APR08	(10)	-10100	
		MAYOS	20	15900	
		JUN08	(10)	-6400	To a
	ICE WTI Crude			600	4
		MAYOS	2	-350	
		JUNOS	(4)	530	
		JULOS	2	420	
CCE			12 10 11	700	(200)
	ICE Brent Crude	1	THE S	400	10
	ICE WTI Crude	- 73	13 314	300	4
EP8				12	
	LL			12	1
		JUNOS	(1)	83	10-1
		SEP08	1	83	
	2000	DEC08	I P.I	12	58m
100		MAR09	185	0	1575
WOI			10	-1198	
	LL		10	-1198	
		MAR09	10	-119	
345	1	JUN09		-1079	

And so much more... Price Tickers, Trade History, System management...



Case: 1:10-cv-00882 Document #: 55 Filed: 02/04/14 Page 40 of 47 PageID #:496 Case 1:10-cv-00882 Document 14-1 Filed 03/09/10 Page 6 of 70 For further information and to arrange a demonstration, please contact us at STELLAR T: +44 (0)20 7664 6450 info@stellartradingsystems.com www.stellartradingsystems.com



**QUICK START GUIDE** 

**JULY 2009** 

# 1 Log-in and overview of the applications

To launch Stellar, first click on the Stellar Icon on your desktop



This will bring up the log-in window



Enter your Username and Password as provided. You have the option to change your password on this window.

You will now be taken to your Stellar workspace Initially, it will consist of 8 separate windows.

The main Stellar applications consist of:

- Stellar Price shows market prices and is where you place your orders
- Stellar Order Book shows the orders you are working and historic orders
- Stellar Trade shows the trades that you have done
- Stellar Risk shows your position and profit and loss information

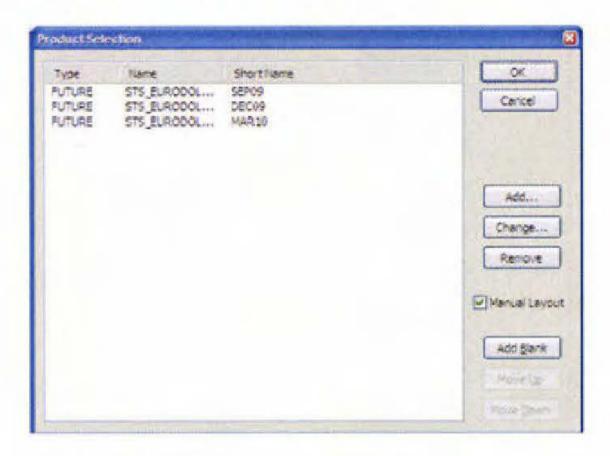
## 2 Stellar Price

#### 2.1 Intro

This is the main Stellar application, where most of the trading will be done.

#### 2.2 Product Selection

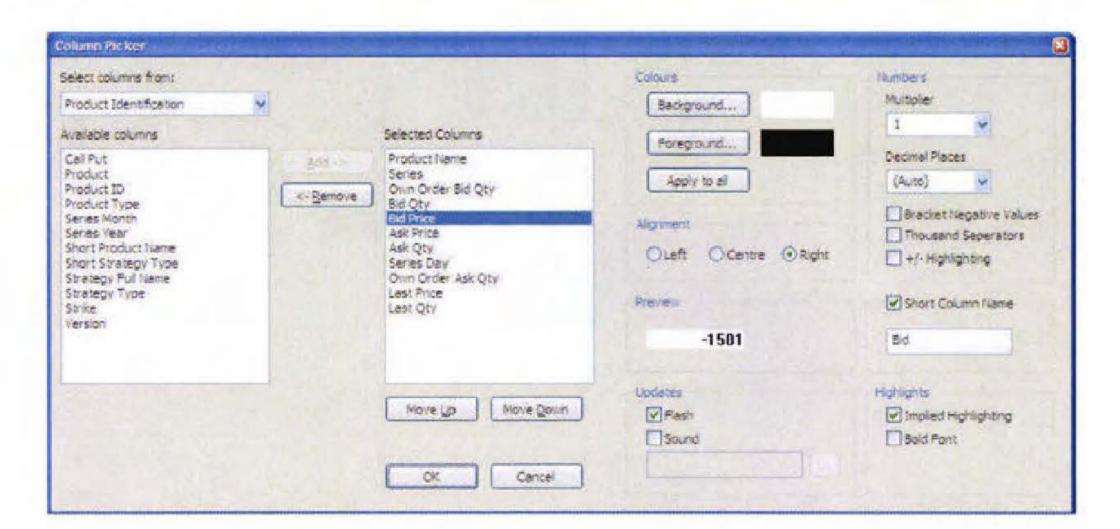
- Initially you have two price views. Stellar supports multiple windows for the same application; either can be used to see market prices
- Add contracts by going to View Select Products



- Simulator products have the 'STS\_' prefix. These look and behave identically to their real exchange counterparts but they are matched internally on the Stellar simulator.
- Once you have selected products, they can be ordered in the product selection window using the 'Move Up' and 'Move Down' buttons.

# 2.3 Basic Configuration

The columns available to you can be selected using View - Column Picker or by right-clicking on a column heading.



#### Use the Column Picker to:

- Change the colour of a column
- Add a new column for example 'Net Change', 'High Price', 'Low Price'
- Change the appearance of this new column for example turn on +/highlighting.

The overall look and feel of the PriceView can be changed through View - Customize this View.



# Use this window to:

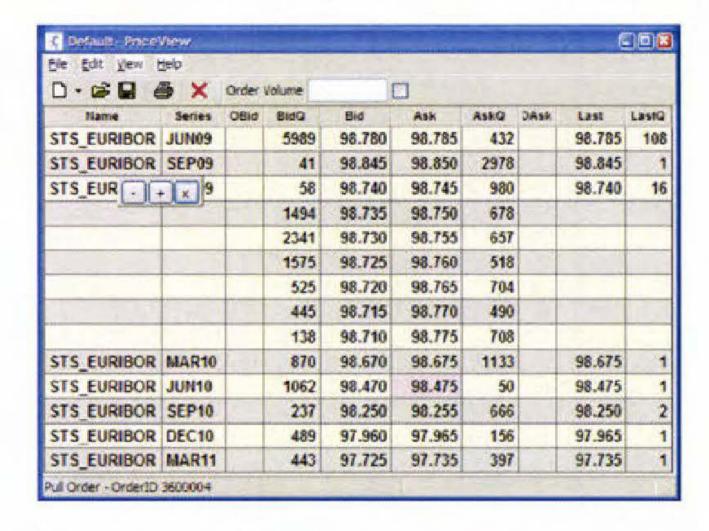
- Change the font
- Change cell margins

The same process of customising the view works on all application types.

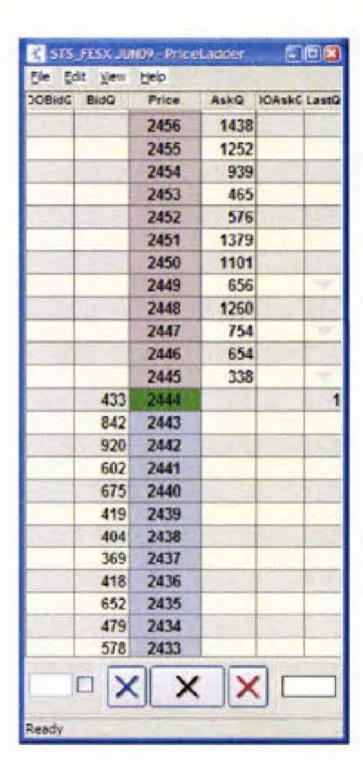
Save your workspace after changes by selecting the floppy disk icon on the toolbar.

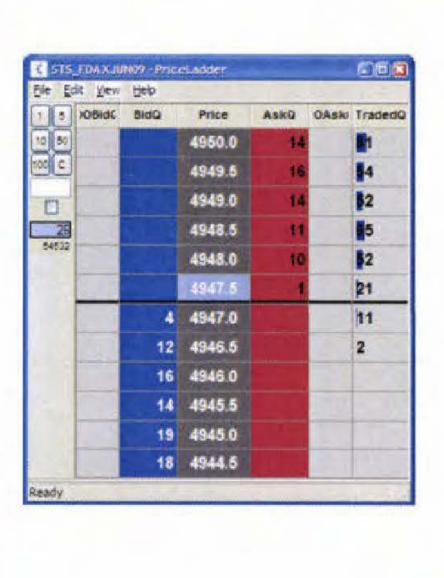
# 2.4 Depth and Ladders

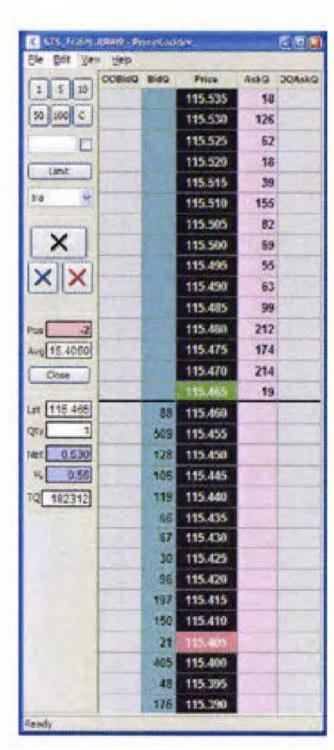
 Double left click on one of your contract names to in the PriceView to open/close inline depth of market. By clicking the wheel button on the contract you can specify the number of levels of depth you wish to see



- Double right click to open a ladder.
- You can scroll up and down in the ladder using the mouse wheel; middle click on the price column to re-centre.
- Under the View menu, you can select different types of ladder. Below is a selection using the Bottom Bar, Mini Side Bar and Side Bar respectively:



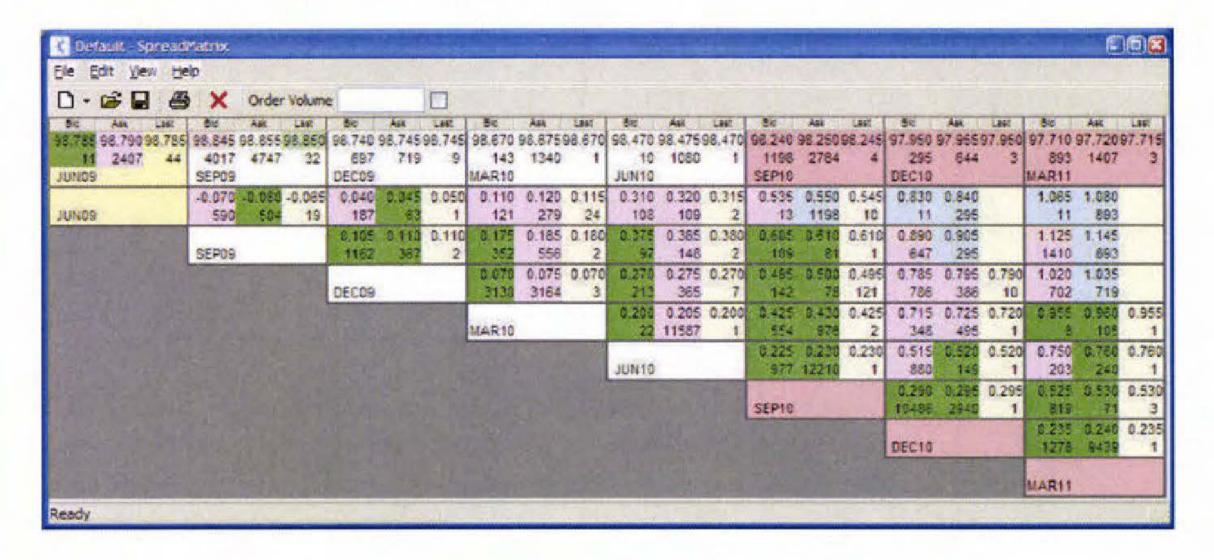




Once you are happy with the look of a ladder you can click *File - Save as Default*. Now when you open a new ladder it will retain the properties previously saved.

# 2.5 Spread Matrix

- Add products into the matrix using the same steps as in 2.2 above.
- For example add STS\_Euribor months Jun09 to Mar11

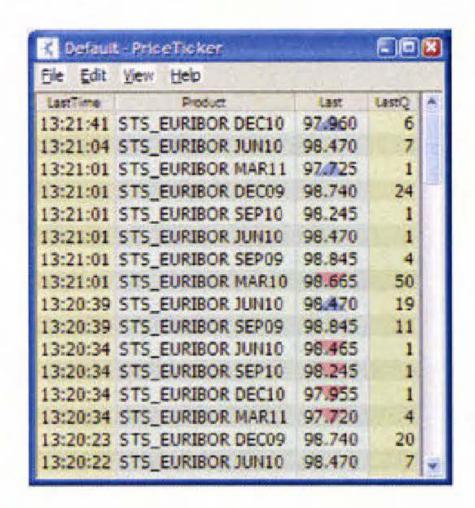


- As with the PriceView, you can add columns using the column picker.
- Through View Customize this View, you can also change the colours of the cells to reflect the implied/paper nature of the volume.



#### 2.6 Price Ticker

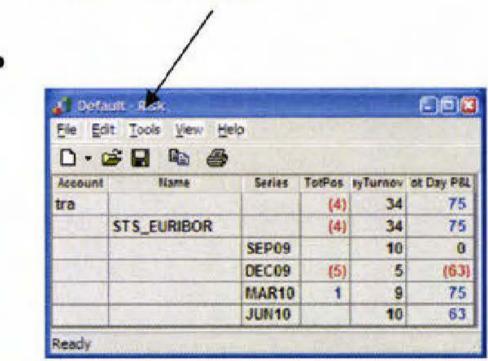
A Price Ticker can be brought up by going to File – New – Price Ticker from any Stellar Price window.



- Products are selected as in section 2.2
- View Filters will allow you to filter by trade size

## 2.7 Save workspace & Exit All

 You can now save a new layout by pressing the floppy disk icon located on several windows.

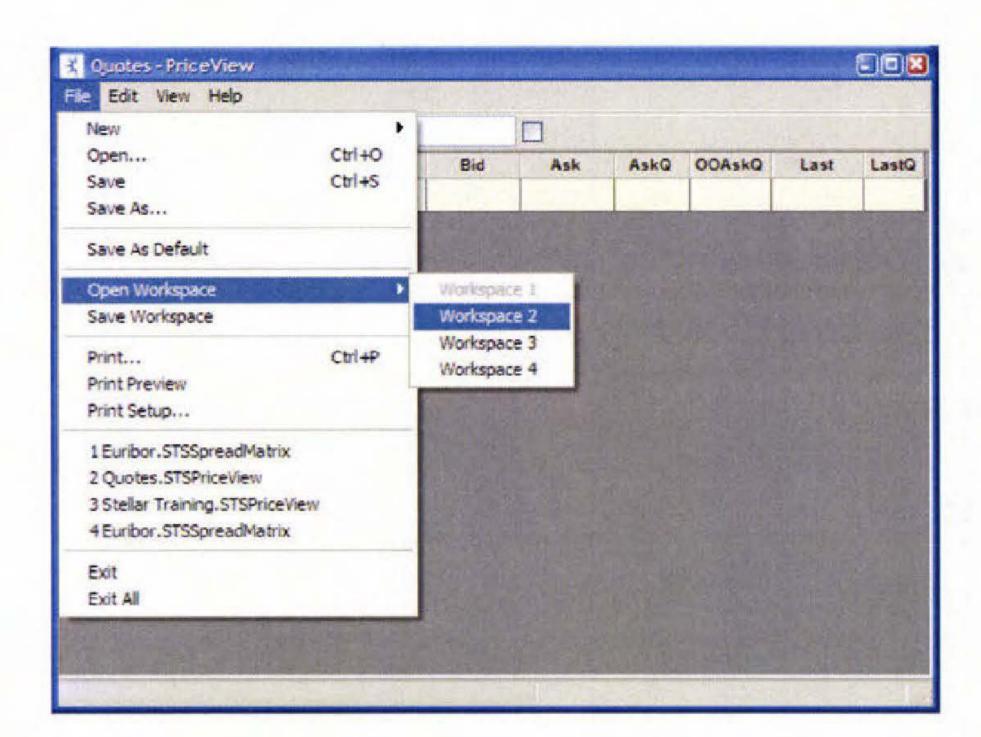


- To exit Stellar go to File Exit All
- When you restart Stellar the workspace will appear exactly as you left it.
- Switching between workspaces once logged on is achieved by selecting the workspace from the File menu, Open workspace from any window.

Case: 1:10-cv-00882 Document #: 55-1 Filed: 02/04/14 Page 1 of 11 PageID #:5	504
CASE NO. 10cv882	
ATTACHMENT NO. 1	
EXHIBIT	

Page 408 of 418 TTX03359181

TAB (Description)



- Whenever a new workspace is opened it will contain the Stellar default set of windows.
- Previously configured windows may be opened in other workspaces from the File, Open menu.
- The Save All disk icon saves all workspaces.

# **3 Order Entry**

# 3.1 Initial Setup

Before placing orders for the first time, verify the configuration of the mouse buttons Go to *View - Configure Mouse Buttons*. On this screen you can assign mouse clicks with order entry methods:



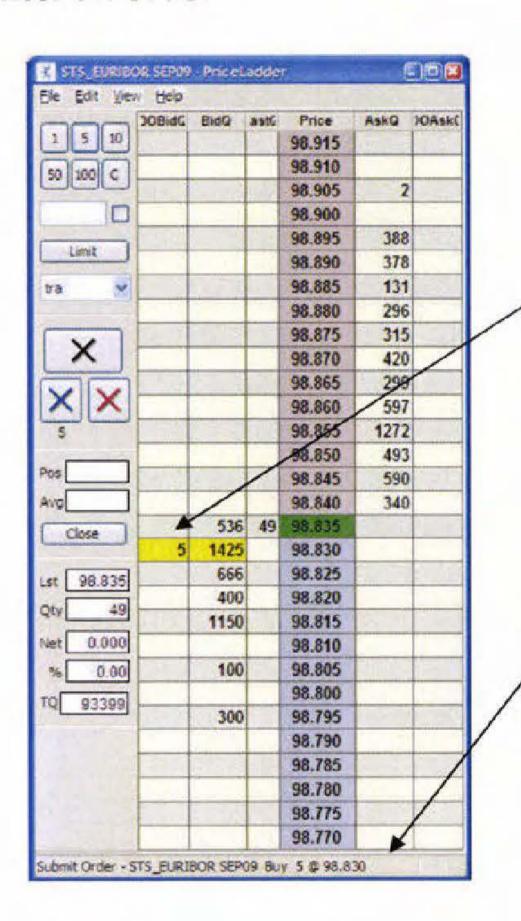
For example:

Left Button – Join Market

Right Button – Join Market Ticket

Wheel Button – Pull

#### 3.2 Enter an Order



In the ladder, left click on the quantity to submit an order at that level. Your volume will show next to the total market volume and the order will be highlighted in yellow.

Status Bar feedback at the bottom of the ladder shows the order being submitted This will also appear in the Order Log.

#### 3.3 Pull Orders

- To pull the order, hover over the yellow box and Wheel click (or whichever action to have assigned to the 'Pull' function).
- On the ladder you will also see three 'X' buttons: red will pull all sell orders on that ladder, blue will pull all buys on that ladder and black all orders.

#### 3.4 Amend Orders

 To drag amend an order on the ladder, left click and hold on your own order quantity and move to the desired level.

## 3.5 Order Entry – Quick Volume Text Box

By default the volume you enter into the market is set to be 1 lot. You can change this default volume in your trading defaults (See *Appendix A*). However you can override these defaults using the quick volume text box:

- If you type a number in this box, that will be volume submitted at the next order entry.
- This volume is cleared after the order is submitted and the default volumes take over.
- Clicking the checkbox next to the quantity box will mean all subsequent orders will be entered with that volume until the box is unchecked.

## 3.6 Order Tickets

 Orders can also be entered/amended using a ticket. You can set your default ticket type in View - Configure Mouse Buttons. Below are examples of the Standard Ticket and the Large Ticket (Prices).





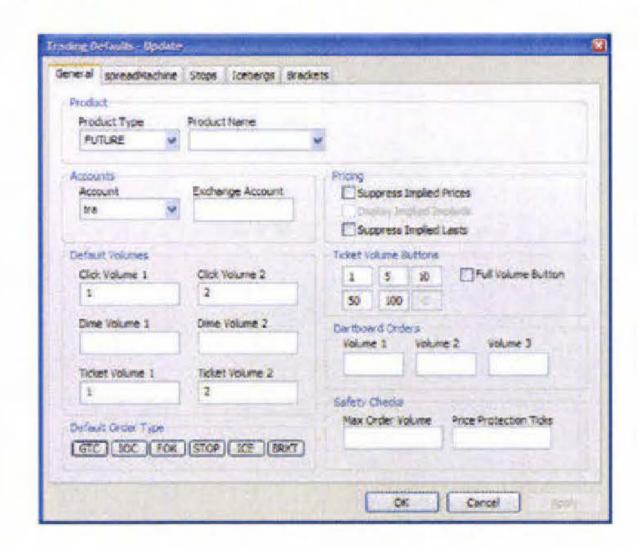
- Instead of single click order entry using the left click, you can right click to bring up a ticket. (or whichever action to have assigned to the 'Join Market Ticket' function).
- A wheel click on your order volume will bring up an amend order ticket.

# **4 Trading Defaults**

# 4.1 Initial Set-up

This window is used to set your preferences for trading. To bring up the windows go to View - Trading Defaults.

Double-clicking on 'Future' will bring up the following view:



- In this window you will be able to set the defaults you wish to use for all futures contracts. Once you are happy with the defaults you have set click 'OK'.
- You might however wish to set different defaults for different contracts.
   From the original 'Trading Default Settings' page, you can click 'Add' and a new window will pop up. In here you can select a contract and choose relevant trading defaults. Click 'OK' and that contract's defaults will be saved.
- In this way, you can build up a selection of defaults for the individual contracts you trade regularly whilst retaining an overall default for those that you do not.
- The same process can be followed for your strategies (which include your custom strategies if you are using the spreadMachine).

Trading defaults are split into 5 tabs outlined below:

### 4.1 General Defaults

This is where you can set the volumes for your single click and ticket trading. You can also dictate the volumes that appear in the boxes on the ladder, specify your safety checks, and choose your default account for that contract.

# 4.2 spreadMachine Defaults

It is in this window that you can set which spread order specs you wish to use for your custom strategy and the location of the spreadMachine.

## 4.3 Stop Defaults

A trader may select his default stop type, utilizing all of the stop variations provided by Stellar.

For example, when trading via a ladder and using the <CTRL> click method to submit a stop; the submitted stop can be a trailing stop, or a stop with volume threshold (or both).

#### Order Type

Market: Upon the stop price trading, submit a market order Limit: Upon the stop price trading, submit a limit order.

The limit price must be specified as an offset in ticks above (for buys) or below (for sells) from the trigger price.

#### Stop Vol

A volume threshold may be defined for the stop order. If this is set then the stop will not fire until 1) a trade has occurred at the stop price, and 2) the volume available at the stop price is <u>less than</u> the specified volume threshold.

#### Trailing Stop

A trailing stop automatically modifies the stop price as the market moves in your favour. This keeps the protection of the stop, but as the market moves in your favour the maximum loss is reduced by moving the stop price in line with the move in the market.

For example, if a long trade is entered at 4000, a ten tick trailing stop might be placed at 3990. If the price then moved up to 4010, the trailing stop would move to 4000. If the price continued up to 4020, the trailing stop would move to 4010. If the price then moved back down to 4015, the trailing stop would stay at 4010. If the price continued down and reached 4010, the trailing stop would exit the trade at 4010, having protected ten ticks of profit.

# 4.4 Iceberg Defaults

When using Iceberg Orders, if the default peak and threshold volumes are set then iceberg orders may be entered via a single-click, rather than having to use a ticket as previously.

#### Peak

The iceberg peak is the amount of the original order volume to show to the market in each clip.

#### Threshold

The iceberg threshold defines how much volume must be left of the previously submitted peak before the next peak clip is submitted.

# 4.5 Bracket Order Defaults

Bracket orders automatically submit an OCO hedge and stop loss order upon execution of the original submitted order, all from a single mouse click. The defaults must be defined on this screen beforehand is order to control the bracket parameters.

#### Profit Order - Price Offset Ticks

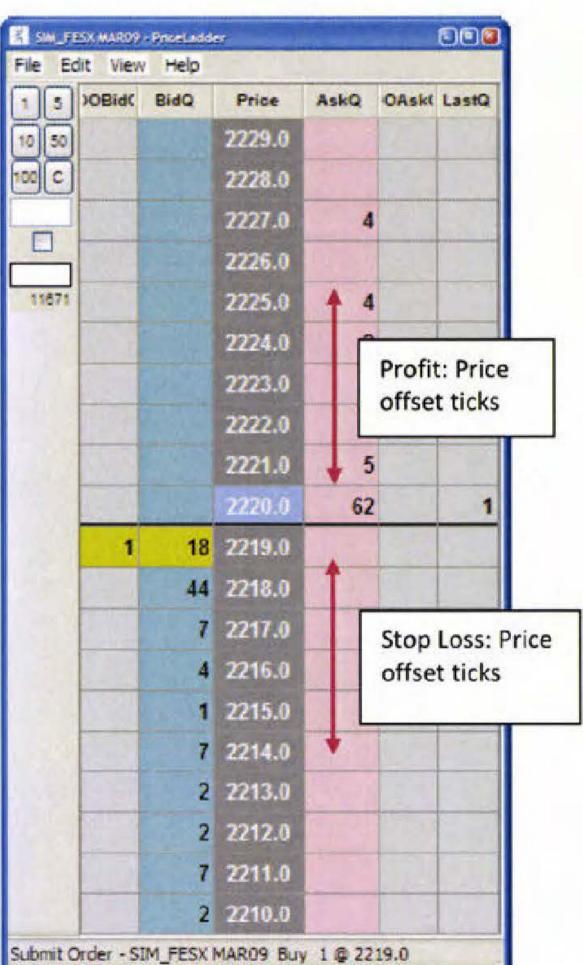
When the original order executes, a profit order and a stop order are submitted as an OCO. The Price Offset Ticks value defines how many ticks away from the execution price of the original order the profit order will be submitted at.

#### Stop Loss Order - Price Offset Ticks

The Stop Loss Price Offset Ticks defines how many ticks sway from the execution price of the original order will the stop order be submitted at.

The remaining fields within Stop Loss allow the exact type of stop order to be specified. These are identical to those described in the section Stop Defaults.

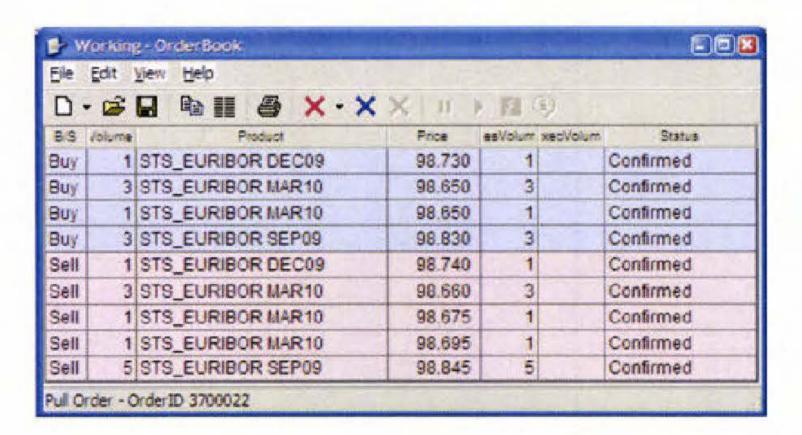
In the example on the right we have used a Profit Price Offset Ticks of 6, and a Stop Loss Price Offset of 5. If our order at 2219.0 trades then an OCO profit / stop loss is automatically submitted. The profit component is submitted at 2225.0 (= 2219.0 + 6 ticks), and the stop loss has a stop price of 2214.0 (=2219.0 - 5 ticks).



### **5 Stellar Order Book**

#### 5.1 Basics

This application shows your orders. There are two windows that show orders, 'Working and Completed'.



 To amend an order from the order book, simply double left click on that order. An 'amend order' ticket will be shown



- You can pull from the orderbook by right-clicking on individual orders or selected multiple orders. Alternatively, you can use the three 'X' buttons to pull all/selected orders.
- The order log is an audit trail of orders you have entered/pulled and trades you have done.

## 5.2 Order Filters

- By choosing View Filters, you can select which order type you wish to view and for which contracts.
- · You can also 'hot filter' your orders by left-clicking on the column headings.
- From View Sorting you can decide the order in which you view you orders.

### 5.3 Miscellaneous

New columns can be added, just as in Stellar Price:

 Under View - Customise this View - Orders you can change the colour of your orders for buy/sell.

### **6 Stellar Trade**

#### 6.1 Basics

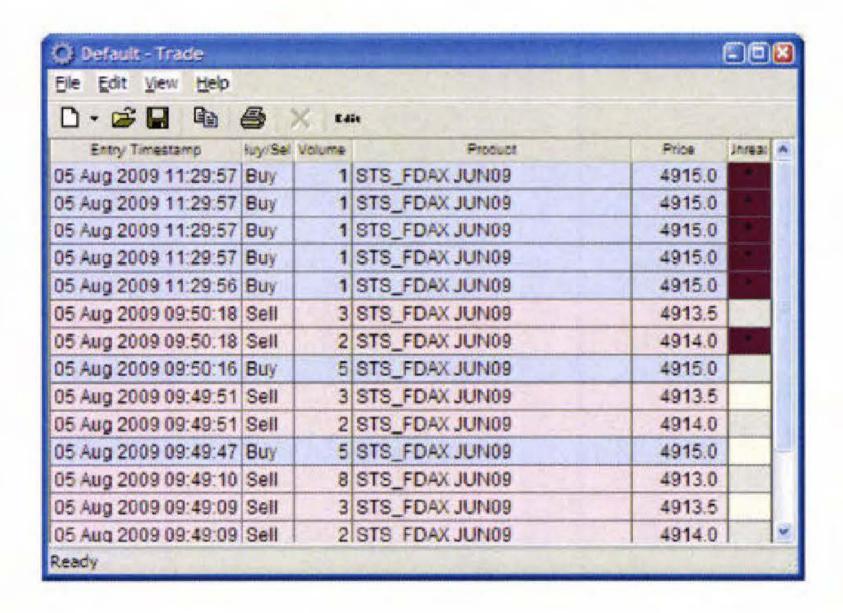
This application shows your trades as sent by the exchange. For example, if you are a spread trader in the Euribor, this is where you will see the individual legs of your trading. If you wish to hear a sound when you trade, you should set it up from this window

### 6.2 Fill Sounds

 From View - Customize this View - Updates tick the 'sound' box and then select a sound from the browse menu.

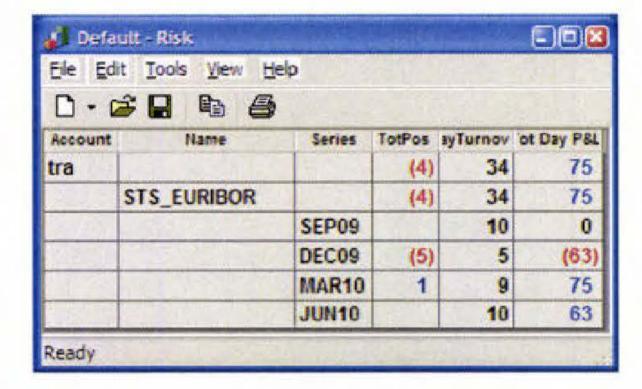
#### 6.3 Trade Filters

- By choosing View Filters, you can select which particular trades wish to view. You can also select trades by date.
- You can also 'hot filter' your trades by left-clicking on the column headings.
- From View Sorting you can decide the order in which you view your trades.
- · By clicking on a trade, the 'Unread' column will no longer be highlighted.



# 7 Stellar Risk

This application shows your position and profit and loss. Once you have traded, you will be able to see in which contracts you have a position.



- By double left-clicking on the contract name you will open up the months in that particular contract in which you have traded/have a position.
- Use the 'Column Picker' to add more information if required.
- To view your profit and loss in a different currency go to View Exchange Rate Conversations and select the Target Currency.
- By selecting View- Calculation Method you can change the price against which your profit and loss is set.

# **8 Keyboard and Mouse Shortcuts**

For example (let us assume you select the <B> key for brackets): when trading from a ladder a trader might typically have the left mouse button configured to single click join market. If configured as above, when the <B> key is held down whilst the left mouse button is pressed, then the order submitted will be a Bracket order.

#### Order Submission:

 To submit an order from the ticket, you can click on the 'submit' button or click <Enter>.

#### Multiple Order Submission:

 To submit multiple ticket orders simultaneously, hold down the <Shift> key and click <Enter>

#### Multiple Order deletion:

 To delete all your orders using the keyboard, hold down the <Shift> key and click 'Delete'.

#### Stop Order Submission

 To enter a Stop order, hold down the <CTRL> key and single left click on the ladder. Holding down the <CTRL> key when you bring up an order ticket will populate the ticket with a STOP highlight.

### Bracket and Iceberg Order Submission

- In the same way that a Stop order may be single click submitted by holding down the <CTRL> key, a key press may be defined for Bracket and Iceberg orders.
- The View Configure Keyboard screen allows keys to be defined for Bracket orders and Iceberg orders.

#### OCO Order Submission:

 To submit an OCO (one cancels other) order, bring up the relevant order tickets. Then hold down the <CTRL> key and hit the <Enter> key. This will bring up a prompt asking you to select an order type. Select and submit.