

**Separately Agreed Give-Up Billing (the “Billing Agreement”)  
Reference Agreement [Ref number of existing relevant GUA] (the “Give-Up Agreement”)<sup>1</sup>**

CAUTION: THIS BILLING AGREEMENT IS DESIGNED AS A BASIC DOCUMENT FOR MARKET PARTICIPANTS TO ADD, UPDATE, OR REMOVE RATES FROM THE ELECTRONIC RATE SCHEDULE ASSOCIATED WITH A GIVE-UP AGREEMENT. IT IS NOT INTENDED TO SERVE AS AN ALL ENCOMPASSING DOCUMENT FOR USE BY ALL PARTIES UNDER ALL CIRCUMSTANCES. PARTIES SHOULD CAREFULLY CONSIDER THE FULL SCOPE OF REGULATORY (INCLUDING, WITHOUT LIMITATION, EXCHANGE), COMMERCIAL, AND CONTRACTUAL TERMS THAT MAY BE APPLICABLE TO THEIR PARTICULAR CIRCUMSTANCES AND MAY ELECT NOT TO USE THIS AGREEMENT, TO ENTER INTO MORE DETAILED AGREEMENTS, ETC.

1. Subject to the terms of and as provided for by [Section 12 of] the above referenced Give-Up Agreement, each of Executing Broker, Trader (on its own behalf, and if authorized, on behalf of Customer) and Customer (if Trader is not authorized to sign on behalf of Customer), each a “Party” and collectively the “Parties,” agree to the below listed rate(s) which shall be added, updated, or removed (as the case may be) to or from the electronic rate schedule associated with the Give-Up Agreement, to be effective on the date set by the bill to party (as designated on the Give-Up Agreement), per product, in the attached chart. For the avoidance of doubt, the Parties agree that the Executing Broker and/or Clearing Broker (as the case may be) does not agree to support any specific contract merely by the electronic rate schedule being updated or by setting an effective date to any rate(s) agreed by the Parties hereunder. Prior agreed rates shall remain in effect unless and until an effective date has been set by the bill to party for a change in that rate.
2. Any term not defined in this Billing Agreement shall have the same definition set out in the Give-Up Agreement. This Billing Agreement (i) shall be exclusively governed by, and construed in accordance with, the laws of the jurisdiction specified in the Give-Up Agreement without regard to principles of choice of law; (ii) shall terminate contemporaneously with the Give-Up Agreement; and (iii) may be executed and delivered in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original. Any Party that has manually executed this Billing Agreement represents, covenants and agrees that the version, if any, electronically executed by the other Parties and stored electronically on DOCS, or any successor system to DOCS, is the final version and sets forth the complete terms and conditions as agreed to by all of the Parties. Conformed signatures, if any, were executed electronically in accordance with the FIA Electronic Give-Up Agreement System User Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Billing Agreement to be duly executed and delivered by their respective authorized persons on the date set forth below and effective as of the date set by the bill to party.

\_\_\_\_\_  
[Name of Trader, on its own behalf, and  
unless Customer signs below, as Customer’s  
authorized agent]

\_\_\_\_\_  
[Name of Executing Broker]

<sup>1</sup> Any changes or additions to the wording of this standard document must be clearly indicated. Failure to do so constitutes a representation that the document is the Billing Agreement 2023 and has not been modified in any respect.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
[Print Name and Title]

By: \_\_\_\_\_  
[Print Name and Title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

If Trader is not authorized to sign on behalf of Customer, Customer hereby consents to be bound by this Agreement.

\_\_\_\_\_  
[Name of Customer]

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
[Print Name and Title]

Date: \_\_\_\_\_

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Added, updated, or removed rates (as the case may be) are as follows:

<i>Product</i>	<i>Rate<sup>2</sup></i>	<i>Effective Date (as set by the bill to party)</i>

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<sup>2</sup> If the Parties wish to remove a product or rate type from the electronic rate schedule, “Removed” should be entered in this column.