SEC Form 4

FORM 4

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934
or Section 30(h) of the Investment Company Act of 1940

OMB APPROVAL	
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☐ Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. *See* Instruction 1(b).

☐ Check this box to indicate that a transaction was made pursuant to a contract, instruction or written plan for the purchase or sale of equity securities of the issuer that is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c). See Instruction 10.

1. Name and Address of Reporting Person*
Simons Aaron Wyatt

(Last) (First) (Middle)
C/O VIRTU FINANCIAL, INC.
1633 BROADWAY, 41ST FL

(Street)
NEW YORK NY 10019

(City) (State) (Zip)

2. Issuer Name **and** Ticker or Trading Symbol
Virtu Financial, Inc. [VIRT]
Foreign Trading Symbol

3. Date of Earliest Transaction (Month/Day/Year)
08/20/2026

4. If Amendment, Date of Original Filed (Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer (Check all applicable)
☑ Director
☐ 10% Owner
☑ Officer (give title below)
☐ Other (specify below)
Chief Executive Officer

6. Individual or Joint/Group Filing (Check Applicable Line)
☑ Form filed by One Reporting Person
☐ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed Of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Class A common stock								85,609	D	

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)		8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)
				Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares				
Forward Sale Contract (obligation to sell)	[1][2][3][4]	08/20/2026		J/K		200,000		[1][2][3][4]	[1][2][3][4]	Non-voting common interest units of Virtu Financial LLC	200,000	[1][2][3][4]	200,000	I[5]	See footnote
Non-voting common interest units of Virtu Financial LLC	[6]							[6]	[6]	Class A common stock	320,184		320,184	I	See footnote[7]
Restricted Stock Unit	[8]							[9]	[9]	Class A common stock	112,056		112,056	D	

Explanation of Responses:

1. On August 20, 2026, AS & SO Investments LLC (the "VPF entity") entered into a variable prepaid forward sale transaction with an unaffiliated bank (the "Bank") pursuant to a Stock Purchase Agreement entered into between the VPF entity and the Bank, dated August 20, 2026 (the "Agreement") relating to up to 200,000 of (a) shares of class A common stock, par value $0.00001 per share ("Common Stock"), of Virtu Financial, Inc. (the "Issuer"), or (b) non-voting common interest units of Virtu Financial LLC ("Units") convertible into Common Stock of the Issuer. VPF entity is required under the Agreement to deliver to the Bank up to such number of shares of Common Stock or Units (or, at the VPF entity's election, under certain circumstances, an equivalent amount of cash) to settle the Agreement.

2. (Cont'd from prior footnote) The VPF entity pledged 200,000 shares of Class C common stock, par value $0.00001 per share and Units (together, the Paired Interests and, as pledged, the Pledged Interests) to secure its obligations under the Agreement. The VPF entity retained voting and economic rights in the Pledged Interests during the term of the pledge (and thereafter if the VPF entity settles the Agreement in cash), subject to certain payments the VPF entity will need to make to the Bank with respect to dividends on Common Stock under the terms of the Agreement. Under the terms of the Agreement, the VPF entity will receive a prepayment from the Bank with respect to some or all portions of the transaction covered by the Agreement, equal to the present value of the Floor Price (as defined below) at the maturity of the transactions.

3. (Cont'd from prior footnote) Under the Agreement, on the settlement date, the number of Paired Interests or shares of Common Stock to be delivered to the Bank (or on which to base the amount of cash to be delivered to the Bank) is to be determined as follows: (a) if the per-share volume weighted average price of Common Stock on the related valuation date (the "Settlement Price") is less than or equal to a floor price that is based on the price at which the Bank established its initial hedge position during a hedging period (the "Floor Price"), such VPF entity will deliver to the Bank the ratable portion of the applicable Pledged Interests to be delivered with respect to the settlement date (such number of shares, the "Number of Shares");

4. (Cont'd from prior footnote) (b) if the Settlement Price is between the Floor Price and a cap price that is based on the price at which the Bank established its initial hedge position during a hedging period (the "Cap Price"), the VPF entity will deliver to the Bank a number of shares of Common Stock equal to the Number of Shares multiplied by a fraction, the numerator of which is the Floor Price and the denominator of which is the Settlement Price; and (c) if the Settlement Price is greater than the Cap Price, such VPF entity will deliver to the Bank the number of shares of Common Stock equal to the Number of Shares multiplied by a fraction, the numerator of which is the sum of (x) the Floor Price and (y) the Settlement Price minus the Cap Price, and the denominator of which is the Settlement Price.

5. By a limited liability company, AS & SO Investment LLC, owned by the reporting person and the reporting person's wife.

6. Pursuant to the terms of the Exchange Agreement, effective as of April 15, 2015, by and among the Issuer, Virtu Financial LLC and the equityholders of Virtu Financial LLC (the "Exchange Agreement"), Virtu Financial Units, together with a corresponding number of shares of Class C Common Stock, may be exchanged for shares of Class A Common Stock, which have one vote per share and economic rights (including rights to dividends and distributions upon liquidation), on a one-for-one basis at the discretion of the holder. The exchange rights under the Exchange Agreement do not expire.

7. By Virtu Employee Holdco LLC, a holding vehicle through which employees and directors of the Issuer hold vested and unvested Virtu Financial Units and shares of Class C Common Stock. The reporting person disclaims beneficial ownership in such Virtu Financial Units and shares held by Virtu Employee Holdco LLC except to the extent of his pecuniary interest therein.

8. Each RSU is granted under the Issuer's Second Amended and Restated 2015 Management Incentive Plan and represents a contingent right to receive one share of Class A common stock of the Issuer.

9. The RSUs vest in installments in February 2027, 2028 and 2029.

Remarks:

Justin Waldie, as Attorney-in-Fact	08/20/2026
** Signature of Reporting Person	Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, *see* Instruction 4 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.