

File Service Subscription Agreement ("Agreement") of Deutsche Börse AG

between

Deutsche Börse AG
Mergenthalerallee 61
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Germany

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- hereinafter referred to as "Deutsche Börse AG" -

and

_____ Company name
_____ Street
_____ Postal Code/City
_____ Country

- hereinafter referred to as "Contracting Party" -

As part of its range of services relating to securities, Deutsche Börse AG supplies its customers with various information products. These information products provide information on transaction prices and turnover volume for its trading venues as well as derived information such as indices, statistics and theoretical prices.

Deutsche Börse AG provides such information either as direct owner of the rights in the same or on the basis of contractual relationships with, and authorization by, third parties who are owners of those rights.

1 Subject Matter

- 1.1 Deutsche Börse AG grants the Contracting Party the non-exclusive and non-transferable right to worldwide use of the Information specified in the Appendix 1.
- 1.2 The mode of dissemination, the extent of use and further details concerning the Information are regulated exclusively in the Agreement.

2 Rights and Obligations of the Contracting Party and Deutsche Börse AG

- 2.1 The Contracting Party is entitled to use the Information internally in accordance with the provisions of this Agreement and Appendix 1 to this Agreement. The use of the Information takes place internally if the Contracting Party itself or its employees without any external onward dissemination to third parties exclusively use the Information (Internal Usage).
- 2.2 The Information may be changed unilaterally by Deutsche Börse AG, conditional upon the Contracting Party being given at least 30 days' notice of the changes in written or electronic form. Unilateral changes of the information shall entitle the Contracting Party to terminate with 5 days' notice the Agreement effective at the time the unilateral changes take effect.

3 Dissemination of Information to Affiliates

- 3.1 The Contracting Party is entitled to forward the received Information also to Affiliates of the Contracting Party within the meaning of section 15 et seq. of the German Stock Corporation Act (Aktiengesetz). Such Affiliates are entitled for Internal Usage of the Information only.
- 3.2 The Contracting Party shall be liable for the compliance of the Affiliate with the provisions of this Agreement vis-à-vis Deutsche Börse AG.

4 Confidentiality

Deutsche Börse AG is obliged to treat all company-related information, received from the Contracting Party under this Agreement, as confidential and not to make such information available to third parties.

5 Liability

- 5.1 Notwithstanding Deutsche Börse AG shall not be liable for the correctness, timeliness and completeness of the Information provided, it will use commercially reasonable efforts to provide the Information correct, complete and in a timely manner.

- 5.2 Deutsche Börse AG shall pay damages - irrespective on which legal ground (e.g. default or tort) - only in the following scope:
- a) In the event of willful intent Deutsche Börse shall be fully liable.
 - b) In the event of gross negligence and in the event of default regarding a guarantee undertaking Deutsche Börse AG shall be liable up to the amount of the foreseeable damage which should be prevented by the relevant duty of care or the guarantee undertaking.
 - c) In the event of simple negligence Deutsche Börse AG shall only be liable when defaulting with a cardinal obligation, i.e. an obligation which is so material that the attainment of the purpose of the Agreement is jeopardized. In this case Deutsche Börse AG shall be liable for the damage which is typical and was foreseeable.
 - d) Beyond lit. a) to c) Deutsche Börse AG shall not be liable.
 - e) As far as Deutsche Börse AG is obliged to compensate frustrated expenses the stipulations at lit. a) to c) shall apply mutatis mutandis.
 - f) The statutory liability for the injury of life, body and health as well as under the Product Liability Act shall remain unaffected.
- 5.3 The objection of contributory negligence shall remain unaffected.
- 5.4 Damage claims of the Contracting Party shall become time-barred after two years as far as this Agreement does not provide for a shorter period and the claims do not derive from an injury of life, body, health or freedom or from willful intent. The deadline shall commence at the end of that year within which the claim has arisen and the Contracting Party has gained knowledge about the circumstances constituting the claim and the identity of the debtor or without gross negligence could have gained knowledge.
- 5.5 Deutsche Börse AG and the Contracting Party shall not be liable for any damages resulting from force majeure (e.g. riots, war or natural disasters) or other events beyond their control (e.g. strikes, lock-outs, traffic disruption, dispositions of domestic or foreign powers) as well as non-culpably caused technical problems, such as problems in connection with the computer system. Computer viruses and intentional attacks of "hackers" on the computer systems are considered as force majeure, provided that reasonable security measures have been taken.

6 Payment

- 6.1 The kind and amount of the fee shall be determined according to the Appendix 1 to this Agreement.
- 6.2 The fees may be amended by Deutsche Börse AG unilaterally if
- a) the content of the Information has been expanded;
 - b) the value of the Information has increased;
 - c) the costs for making the Information available have increased;
 - d) the structure of the remuneration for the Information shall be changed in total; or

- e) an adaptation of the remuneration is necessary in order to adapt the fee level of Deutsche Börse AG to the respective fee level of other international exchanges or other comparable information suppliers and information providers.

Fee amendments can only take place once per calendar year whereas such fee increase shall not take place during the first calendar year the Agreement takes effect. Fee changes will be announced with at least 30 days' notice. Unilateral changes to the Fees by Deutsche Börse AG shall entitle the Contracting Party to terminate with 5 days' notice the Information affected or, alternatively, the entire Agreement, effective at the time the unilateral fee changes take effect

- 6.3 The fee will be charged to the Contracting Party according to the Appendix 1 to this Agreement.
- 6.4 All invoices shall be due and payable immediately. If the Contracting Party fails to effect payment within 30 days of receipt of invoice, a default interest at a rate of 9 percentage points above the German base rate will become due. The right of Deutsche Börse AG to obtain further compensation for further default damages shall remain unaffected. As far as the remuneration payment by the Contracting Party is subject to Value Added Tax, the statutory Value Added Tax shall be deemed added to the remuneration set out in Appendix 1 to this Agreement. The remuneration is due without any deduction of taxes (e.g. withholding tax or others).

7 Transfer of the Agreement

- 7.1 Deutsche Börse AG shall be entitled to transfer this Agreement with all rights and obligations deriving from it to an Affiliated Company. Upon transfer of this Agreement, only that Affiliated Company shall be entitled and obliged under this Agreement; Deutsche Börse AG shall be released from all obligations under this Agreement.
- 7.2 The Contracting Party can assign any rights under this Agreement only upon prior approval of Deutsche Börse AG whereas such approval shall not be unreasonably withheld.

8 Effective Date, Term and Termination

- 8.1 The Agreement becomes effective as of _____ (start date) and runs for an indefinite period of time. Both, Deutsche Börse AG and the Contracting Party, may terminate this Agreement with 90 days' notice with effect as per the end of a calendar month.
- 8.2 The provision under 8.1 shall not affect the right of the parties to terminate the Agreement with immediate effect and without prior notice for significant cause. A cause shall in particular be deemed to exist for both parties if the other party does not stop the violation of material provisions of this Agreement within a deadline of at least 30 days set in the warning. In the event of extraordinarily serious violations of contractual obligations, no prior written warning shall be necessary.
- 8.3 In the event of termination pursuant to para. 2 above, the parties to this Agreement shall not be entitled to any damages or the reimbursement of costs or expenditures as a consequence thereof.

9 General Provisions

- 9.1 The place of performance and fulfilment (Leistungs- und Erfüllungsort) shall be the seat of Deutsche Börse AG.
- 9.2 This Agreement shall be subject to the laws of the Federal Republic of Germany; the UN Convention on Contracts for the International Sale of Goods shall be excluded. Exclusive place of jurisdiction for disputes deriving from or in connection with this Agreement shall be Frankfurt/Main.
- 9.3 Amendments and supplementary agreements to this Agreement must be made in writing in order to be valid. This shall also apply to any agreement by which such requirement pursuant to sentence 1 shall be overruled or cancelled.
- 9.4 If individual provisions are invalid or unenforceable, or if this Agreement contains an omission, this shall not affect the validity of the Agreement as a whole. If this Agreement contains an invalid or unenforceable provision or an omission, the invalid provision shall be replaced with an appropriate provision which corresponds as closely as possible to the economic content of the invalid provision; in the case of an omission, the omission shall be rectified with a provision which most closely corresponds to that which the contractual parties would have wished had they considered the point in question.

On behalf of the Contracting Party:

Signature

Name in printed characters

Function

Place, Date

_____	_____
_____	_____
_____	_____
_____	_____

On behalf of Deutsche Börse AG:

Signature

Name in printed characters

Function

Place, Date

_____	_____
ppa. Dr. hartmut Graf	ppa. Karen Rebecca Lenz
Executive Director Data Services	Director Data Services
Eschborn,	Eschborn,

Appendix 1

A. Contact Person in the Company

	Agreement and Billing:	Technical:
Company name	_____	_____
Contact Person	_____	_____
Position	_____	_____
Phone	_____	_____
E-mail	_____	_____
Fax	_____	_____
Street	_____	_____
Postal Code/City	_____	_____
Country	_____	_____
VAT no. (EU only)	_____	_____

B. Description of Information

We hereby bindingly order the following data:

Description of Data

Trading Venue / Exchange

Month/year from

Data format

xls, csv

Delivery of data

monthly / daily via download in the course of the next trading day /
month, first-time from, e.g. web-based access

C. Price and Information usage

The order is valid exclusively for the intended use of Information specified below. The respective price applies.

For Contracting Party as end user –
exclusively Internal Usage by
the Contracting Party

€X,XXX.XX p. m. exclusive VAT

For Contracting Party as end user and vendor
– Contracting Party is entitled to use the
Information internally and forward received
Information to its Affiliates exclusively

€XX,XXX.XX p. m. exclusive VAT

D. Payment

Please select your preferred method of payment: **invoice** or **direct debit**.

Invoice

Direct debit (recurrent payments)
– valid only within specific countries (SEPA participants)*

Grant SEPA direct debit mandate, see page 9.

E. Signature

We hereby bindingly order the Information as described in B.

Place, date

Signature(s)

D. –Direct debit form

Direct debit (recurrent payments)

– valid only within specific countries (SEPA participants)*

We hereby authorise Deutsche Börse AG to collect payments from our account by means of direct debit. At the same time, we instruct our bank to honour the direct debits by Deutsche Börse AG drawn on our account.

We are entitled to claim refund of the amount debited within eight weeks after the debit date. The conditions agreed with our bank apply.

- The account holder is the contractual partner **himself**.
- The account holder is **not** the contractual partner (third-party account).

First name and surname (account holder)

Street name and number

Postal code, city, country

E-mail for prenotifications

Bank

IBAN

BIC

Date, place

Signature (account holder)

Internal remarks (Deutsche Börse AG)

Debitor number, Business ID

Name, address of contractual partner

* SEPA participants: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Mayotte, Miquelon, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Saint-Pierre, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and United Kingdom