

# File Service Agreement of Deutsche Börse AG

between

Deutsche Börse AG  
60485 Frankfurt am Main  
Germany

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Fax: + 49-(0) 69-2 11-1 45 01

E-mail: [customer.service@deutsche-boerse.com](mailto:customer.service@deutsche-boerse.com)

- 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 prices and turnovers concern on the exchanges and information deduced therefrom or in connection therewith, such as indexes, 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 "File Services" 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 itself in accordance with the provisions of this Agreement and appendix 1 to this Agreement.
- 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 subscription 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).
- 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 Deutsche Börse AG shall not be liable for the correctness, timeliness and completeness of the Information provided.
- 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 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 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 "File Services" has been expanded;
- b) the value of the "File Services" has increased;
- c) the costs for making the "File Services" available have increased;
- d) the structure of the remuneration for the "File Services" 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.

Adjustments of the fees shall be made by Deutsche Börse AG according to its reasonably exercised discretion, taking adequately into account the Contracting Parties' legitimate interests. 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 "File Services" 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 stated prices are to be paid with the addition of the statutory amount of value-added tax.

## 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 withheld without any reason.

## 8 Effective Date, Term and Termination

- 8.1 The subscription comes into force upon signing and runs for an indefinite period of time. Each party may terminate this agreement with 30 days' notice with effect as per the end of a calendar month. First time 12 month after the subscription comes into force.
- 8.2 This shall not affect the right of the parties to terminate the Agreement with immediate effect and without prior notice for significant cause.
- 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 am 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:

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Contracting Party

On behalf of Deutsche Börse AG:

Frankfurt am Main, \_\_\_\_\_

# Appendix 1

## - Profile of File Services and the Contracting Party -

between

Deutsche Börse AG  
60485 Frankfurt am Main  
Germany

Phone: + 49-(0) 69-2 11-1 18 00  
Fax: + 49-(0) 69-2 11-1 45 01  
E-mail: [customer.service@deutsche-boerse.com](mailto:customer.service@deutsche-boerse.com)

- hereinafter referred to as "Deutsche Börse AG" -

and

_____	Company name
_____	Street
_____	Postal Code/City
_____	Country
_____	Eurex Clearing Member ID

- hereinafter referred to as "Contracting Party" -

### A. Contact Person in the Company

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

## B. Data Description

We hereby place a binding order to the the following data:

Product (product number)	For End Users – <i>exclusively</i> for the purchaser's own use	For Vendors – the purchaser is entitled to deliver this data to others - <i>exclusively</i> to End Users
Eurex Clearing - Theoretical Price Data for Collateral (2020)  This file contains the daily theoretical values and confidence factors for bonds, which are eligible as collateral to fulfill margin requirements, clearing fund contributions and company capital substitutes.	€/month  <input type="checkbox"/> 500.00 (excl. VAT) from 1 June 2012*	€/month  <input type="checkbox"/> 2,500.00 (excl. VAT) from 1 June 2012*

\* The subscription will not be charged until 31 May 2012

## D. Payment

Please select your preferred method of payment.  
(Credit card, Direct debit authorization, Invoice)

Credit card

Master Card       Visa       American Express

Credit card no.	Valid until	Verification Code*

Direct debit authorization (valid only within Germany)

I / we authorize Deutsche Börse AG to initiate debit for the ordered files to my/our account as indicated below. If the indicated account does not have the requisite cover, the bank where the account is held is not obligated for redemption. Partial redemption of direct debit authorization is excluded.

Name of the bank where the account is held (exact name)	Location
Account no. of party liable for payment	Bank sorting code
Place, Date	Signature of account holder (party liable for payment)

Invoice

Payable in advance within 10 days of receipt without deductions. Data will be provided upon receipt of payment.

Place, Date	Signature(s)

Eurex® is a registered trademark of Deutsche Börse AG  
\* VISA/Mastercard three digits, American Express four digit