File Service Agreement

between

Deutsche Börse AG
Neue Börsenstrasse 1 - hereinafter referred to as "Deutsche Börse" -
60487 Frankfurt am Main

and

- hereinafter referred to as "Contracting Party" -

_____

As part of its range of services relating to securities, Deutsche Börse supplies its customers with various information products. These prices and turnovers on the exchanges and information deduced therefrom or in connection therewith, such as indexes, statistics and theoretical prices.

Deutsche Börse 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.

Section 1 Subject Matter
(1) Deutsche Börse grants the Contracting Party the non-exclusive and non-transferable right to worldwide use of the "File Services" specified in the appendix 1.

(2) The mode of dissemination, the extent of use and further details concerning the Information are regulated exclusively in the Agreement.

(3) The File Services are disseminated to the Contracting Party from the Deutsche Börse information systems via Internet after end of Trading.

Section 2 Definitions

End User:	A customer of the Contracting Party who receives the Information exclusively for its own use.
Closed User Group:	A group of End Users, the members of which have concluded a data supply agreement with the Contracting Party. The Contracting Party is obliged to control the number of End Users by taking technical and administrative measures in its own offices and at the End User.
Information Provider:	A contracting party which provides the Information it receives directly from Deutsche Börse to End Users in electronic form.
Open User Group:	The data is supplied via generally accessible non-controllable systems to an indefinite number of End Users, e.g. via the public Internet, Teletext etc.
Sub-Vendor:	Information provider who does not receive information from the information systems of Deutsche Börse, but rather via another Information Provider.

Section 3 Rights and Obligations of the Contracting Party and Deutsche Börse
(1) The Contracting Party is entitled to use the Information itself in accordance with the provisions of this Agreement and to disseminate the Information to its End Users.

(2) Dissemination to another Information Provider (Sub-Vendor), which is not an Affiliate of the Contracting Party, is not allowed.

Section 4 Dissemination of Information to Affiliates
(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); the Affiliate may be an End User or likewise an Information Provider.

(2) If the Contracting Party supplies the Information to an Affiliate which is itself an Information Provider, the provisions of this Agreement shall apply mutatis mutandis to said Affiliate.

(3) The Contracting Party shall be liable for the compliance of the Affiliate with the provisions of this Agreement vis-à-vis Deutsche Börse.

Section 5 Dissemination of Information to Closed / Open User Groups
(1) Before Information is disseminated within a Closed User Group, the Contracting Party must conclude a contract with the End User which obliges the latter to use the Information solely for its own internal purposes and not to pass the Information or parts thereof on to third parties.

(2) Dissemination of Information within an Open User Group is not allowed.

Section 6 Confidentiality
Deutsche Börse 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.

Section 7 Liability
(1) Deutsche Börse shall not be liable for the correctness, timeliness and completeness of the Information provided.

(2) Should Deutsche Börse breach an obligation incumbent upon it vis-à-vis the Contracting Party, either with wilful misconduct or through gross negligence, it shall be liable for any direct damage caused thereby. In addition, it is liable for any breach of material contractual obligations caused by slight negligence. Liability for the breach of material contractual obligations caused by slight negligence is limited to that amount of damage, the occurrence of which was typically foreseeable at the conclusion of the Agreement. Any further liability of Deutsche Börse is excluded.

(3) Deutsche Börse shall not be liable for damages resulting from force majeure, rebellion, war or natural disasters or other events beyond their control (e.g. strikes, lock-outs, traffic disruption, dispositions of domestic or foreign powers), nor technical problems, such as problems in connection with the EDP system, which were not caused negligently.

Section 8 Payment
(1) The kind and amount of the fee shall be determined according to the appendices to this Agreement.

(2) Deutsche Börse is entitled to change the fee by giving 60 days' written notice. In this case, the Contracting Party shall be entitled to terminate the Agreement in writing until the date on which the new fees become effective.

(3) The fee will be charged to the Contracting Party monthly and is due and payable within 30 days of the date of the bill.

(4) All stated prices are to be paid with the addition of the statutory amount of value-added tax.

Section 9 Transfer of the Agreement
(1) Deutsche Börse is entitled to transfer all rights and obligations under this Agreement or part performance to a subsidiary or to third parties with which it cooperates. In this case, Deutsche Börse shall ensure that the subsidiary or the third party performs all the obligations transferred to it vis-à-vis the Contracting Party. To the extent that Deutsche Börse has assumed responsibilities which cannot be fulfilled by the subsidiary or the third party, it will continue to fulfil them, unless different arrangements have been made.

(2) The Contracting Party can assign any rights under this Agreement only upon prior approval of Deutsche Börse.

Section 10 Effective Date, Term and Termination
(1) This Agreement shall become effective on ..... and is concluded first for a 12 month period. The contract will be automatically renewed for further 12 month periods if the Contracting Party does not terminate the same in writing upon 30 days prior to the end of the relevant contractual period.

(2) This shall not affect the right of the parties to terminate the Agreement with immediate effect and without prior notice for significant cause.

(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.

Section 11 General Provisions
(1) The place of performance and fulfilment (Leistungs- und Erfüllungsort) shall be the seat of Deutsche Börse.

(2) This Agreement shall be governed by German law. Place of jurisdiction shall be Frankfurt am Main.

(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.

(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.

Frankfurt am Main, _____
Deutsche Börse AG

_____ , _____
Contracting Party

Appendix 1
- Profile of File Services and the Contracting Party -
between

_____

(hereinafter referred to as "Contracting Party")

and

Deutsche Börse Aktiengesellschaft
(hereinafter referred to as "Deutsche Börse")

A. Contents
The Contracting Party must provide the following information to Deutsche Börse before concluding the Agreement.

B. Provider Profile
1. Particulars of the Contracting Party

Name of Company _____

Address _____

_____

_____

2. Receipt of Information
File Services which the Contracting Party receives from the information systems of Deutsche Börse via Internet:

☐ **Eurex Theoretical Price Data**
This file contains all data needed for computing option prices using the Cox-Rubinstein formula to calculate fair flexible option prices and is available after end of trading.

☐ **Eurex Daily Aggregated Trading Data**
This file contains the following information for all current tradable series and will be available after end of trading: opening quotation, daily high, daily low, settlement price, daily trading volume and open interest. Note: Information on Open Interest in the file relates to the previous business day.

☐ **Eurex Theoretical Price Data: Equities**
This file contains theoretical values and parameters for equities which are required for the risk based margining of the day.

C. Contact Person in the Company

Agreement and Billing

Contact person _____

Position _____

Fax _____

Telephone _____

E-Mail _____

Address _____

_____

_____

Appendix 2
- Fee structure for File Services -
between

_____

(hereinafter referred to as "Contracting Party")

and

Deutsche Börse Aktiengesellschaft
(hereinafter referred to as "Deutsche Börse")

A. Contents
Appendix 2 concerns the dissemination of and payment for the File Services of Deutsche Börse which are offered to the Contracting Party via Internet after end of Trading.

B. Fee structure
The fee for the use of each File will be:

Eurex Theoretical Price Data	500 Euro per month
Eurex Daily Aggregated Trading Data	500 Euro per month
Eurex Theoretical Price Data: Equities	500 Euro per month