

Agreement on the technical connection and the utilization of the Electronic Trading System of Eurex Deutschland and Eurex Zürich for TPIPs (Third Party Information Provider (TPIP) Connection Agreement)

between

Eurex Frankfurt AG
Mergenthalerallee 61
65760 Eschborn
Germany

– hereinafter referred to as EFAG –

and

– hereinafter referred to as Third Party Information Provider (TPIP) – :

- § 1 The subject matter of this Agreement is, by way of technical connectivity to and by provisioning, operation and maintenance of, the option of using the trading system Eurex® to enter offer conditions on behalf of Exchange Participants of Eurex Deutschland and Eurex Zürich (hereinafter collectively referred to as the “Eurex Exchanges”) for Off-book Trading into the T7 Entry Service (TES).
- § 2 The General Terms and Conditions of the TPIP Connection Agreement, the TPIP Interconnectivity Agreement and the Price List to the Agreement on the technical connection to the Electronic Trading System of Eurex Deutschland and Eurex Zürich (EFAG Price List) shall be components of this Agreement. The EFAG Price List may be viewed and printed out from the Internet at www.eurexchange.com.
- § 3 EFAG reserves the right to amend and/or supplement this Agreement as well as the documents mentioned in § 2 from time to time, having due regard to the interests of TPIP. Any amendments and/or supplements shall be announced to the TPIP no later than two (2) months prior to their effective date. The TPIP accepts the amendments and/or supplements, provided it does not file a written objection to EFAG within two (2) months since the announcement. In the event that TPIP raises a written objection to EFAG within two (2) months since the announcement, each Party has the right to terminate this Agreement with immediate effect.

- § 4 This Agreement shall be governed by the law of the Federal Republic of Germany. Exclusive place of jurisdiction shall be Frankfurt am Main. EFAG shall be entitled to take legal action against a TPIP at the TPIP's general place of jurisdiction as well.
- § 6 This Agreement shall govern the subject matter exclusively. No agreements or ancillary agreements between the parties other than those expressly set forth herein exist.
- § 7 In the event that any individual terms of this Agreement should be or become invalid or impracticable, this shall not affect the validity of the remaining terms hereof. Any invalid contractual provision shall be replaced either by the statutory provision or (in the event of absence of such a rule) such provision as the parties would in good faith have admissibly adopted if they had been aware of the invalidity or nullity of the term which it replaces. The same shall apply in so far as it may be determined that the contractual provisions are incomplete.
- § 8 The parties agree that this Agreement supersedes all earlier agreements between the parties in respect of the subject matter of the Agreement.

Eurex Frankfurt AG

Frankfurt am Main, _____

Signature

Signature

Third Party Information Provider

Place, date

Signature

Signature