

Agreement on the Technical Connection and the Utilization of the Electronic Trading System of Eurex Deutschland for Qualified Third-Party Information Provider (QTPIP Connection Agreement)

between

Eurex Frankfurt AG
Mergenthalerallee 61
65760 Eschborn
Germany

– hereinafter referred to as “**Eurex Frankfurt**” –

and

– hereinafter referred to as Qualified Third-Party Information Provider (“**QTPIP**”) –

- § 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 (hereinafter referred to as the “**Eurex Exchange**”) for Off-book Trading into the T7 Entry Service (“**TES**”).
- § 2 The General Terms and Conditions of the STPIP and the QTPIP Connection Agreements (see Annex 1), the Special Terms and Conditions for QTPIP (see Annex 2) and the Price List to the Agreement on the technical connection to the Electronic Trading System of Eurex Deutschland (“**Eurex Frankfurt Price List**”) shall be integral components of this agreement (together the “**Agreement**”). All of the afore mentioned documents may be viewed and printed out from the Internet at www.eurex.com.
- § 3 Eurex Frankfurt is entitled to amend this Agreement as well as the documents mentioned in § 2 from time to time, having due regard to the interests of QTPIP. Any amendments shall be notified to QTPIP no later than six (6) weeks prior to their effective date. They are deemed to have been approved if QTPIP does not file a written objection to Eurex Frankfurt within four (4) weeks since the notification. In the event that QTPIP files a written objection to Eurex Frankfurt within four (4) weeks since the notification, 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. Place of jurisdiction shall be Frankfurt/Main. Eurex Frankfurt shall be entitled to take legal action against a QTPIP at the QTPIP's general place of jurisdiction as well.
- § 5 This Agreement shall govern the subject matter exclusively. No agreements or ancillary agreements between the parties other than those expressly set forth herein exist.
- § 6 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.
- § 7 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

Qualified Third-Party Information Provider

Place, date

Signature

Signature

Annex 1

General Terms and Conditions of the STPIP and the QTPIP Connection Agreements

Annex 2

Special Terms and Conditions for QTPIP

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