

# SIX Exfeed Service Agreement

between

THE SUPPLIER: SIX Exfeed Ltd., Selnaustrasse 30, 8021 Zurich, Switzerland,

and

THE RECIPIENT:

Customer is licensed to receive Data directly from the Supplier specified in this Agreement or any other Distributor as long as the license fees on page 2, clause 2 are discharged to SIX Exfeed Ltd.

- A) The Customer orders the Financial Quote Service (FQS) as specified in Appendix A for the following quotes:
- B) The Customer receives the following quotes and historic charts of their own stocks and corresponding derivatives from:

Security / Symbol	ISIN or Valor	Security / Symbol	ISIN or Valor

The Distributorship commences on ("the Commencement Date"): \_\_\_\_\_

**Customer's responsibility:**

It is the customer's own responsibility to have the appropriate hard- and software in order to be able to display the FQS on it's inter-, intra- or extranet. The customer has the possibility to delegate his responsibility to its service facilitator, which is in charge of the technical presentation of the data.

Name and address of the Service Facilitator: \_\_\_\_\_  
 \_\_\_\_\_

**The Appendix A and Appendix B (SIX Exfeed General Conditions for SIX Exfeed Service Agreements) are deemed part of this agreement.**

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Supplier: SIX Exfeed Ltd. Customer: \_\_\_\_\_

## Appendix A:

### 1. FQS description

The following description is for explanation only. The described features may change from time to time and therefore no fulfilment described in this section binds SIX Exfeed in any way. For further information, please visit the following URL <http://fqs.swx.com/>.

**General** – The Financial Quote Service (FQS) is a service product of the SIX Swiss Exchange. It allows one to interrogate stock quotes and market indices across the Internet. The quotes stem either from the Swiss Market Feed (SMF) or the pan-European Exchange Market Feed (PEX-MF) or the Quote Market.

FQS is targeted at listed companies, which want to publish on their website quotes and historic charts of their own stocks and corresponding derivatives. It provides easy access to the relevant data leaving the customer complete freedom about its presentation. An FQS client program does not need to preserve state. It can obtain the required information from the FQS server without any feed processing as a standard GIF image, just reference the charts and quotes inline images (e.g. quote search on <http://www.swx.com> for SMI index) or write your own program to produce a chart or table.

FQS offers the choice between real-time and delayed data (15 minutes). An annual administration fee will be charged irrespective of real-time or delayed data. If the displayed data is not related to the listed company, the regular SIX Exfeed Data Distribution Agreement (DDA) for Vendors and Subvendors would be required. Real-time data is only allowed in a closed user group, except the customer's own quote. For further information please contact the SIX Exfeed Customer Service Desk on +41 (0)58 854 24 45 or <mailto:admin@exfeed.com>

**Internet Access** - FQS is accessible from the Internet on host [fqs.swx.com](http://fqs.swx.com) through different ports for real-time and delayed data. Access is restricted to the small set of IP addresses (customer's host) authorized for each company, which has to be permissioned on the FQS. Furthermore the information provided is restricted to the ISIN/Valor set registered for the company.

**Basic Protocol** - FQS uses a line-oriented protocol similar to other standard Internet protocols such as SMTP. The client sends a command line and the server responds with one or more lines of output. The communication is synchronous, i.e. the server sends output only in response to a command and the client cannot interrupt an ongoing command.

### 2. Fees for the own quote/s of listed companies

Irrespective of the usage of delayed or real-time quotes via the Financial Quote Service, an annual flat fee for administration of CHF 3'600.— will be charged.

**Please note:** The recurring License Fee for real-time quotes below is due in any case, irrespective of the supplier or a different distributor of the service. Delayed quotes (15 minutes) are free of License- but not Administration Fees, if received via the Financial Quote Service. SIX Exfeed is entitled to change the fees from time to time pursuant to section 3.6 of the Appendix B.

	CHF per annum/monthly	Please check
<b>Administration Fee:</b>		
The Customer orders the Financial Quote Service (FQS)	3600/300	<input type="checkbox"/>
The Customer receives quotes of their own stocks and corresponding derivatives from a different distributor	free of charge	<input type="checkbox"/>
<b>License Fee for public Internet <u>real-time</u>:</b>		
Own quote in real-time	4800/400	<input type="checkbox"/>
Corresponding derivatives in real-time in a closed user group		
- Per user (to be reported monthly)	72/6	<input type="checkbox"/>

## Appendix B: Exfeed General Conditions for EXFEED Service Agreements

### 1. Professional Services

SIX Exfeed AG ("SIX Exfeed") shall provide professional services as set out in the applicable SIX Exfeed Service Agreement on the terms and conditions set out in these general conditions. Changes to the SIX Exfeed Service Agreements will only be effective if agreed to by SIX Exfeed and Customer in a written document setting forth the modification and, as applicable, any resultant changes to the delivery schedule, price and payment terms.

### 2. Customer Responsibilities

The Customer shall co-operate with SIX Exfeed to such extent as it is reasonable in its performance of its obligations under the Service Agreement including:

- a) allowing SIX Exfeed, its employees and/or authorised sub-contractors reasonable access to the Customer's premises during usual business hours and any other hours, SIX Exfeed may reasonably require;
- b) providing to SIX Exfeed any information which SIX Exfeed may reasonably require;
- c) making available such reasonable facilities and personnel as may be requested from time to time by SIX Exfeed for the execution of the professional services hereunder and for the storage and safekeeping of equipment.

### 3. Price and Payment

- 3.1 The Customer shall pay to SIX Exfeed the fees for the ordered services as set out in the SIX Exfeed Service Agreement. The fee shall become due when invoiced and shall be payable within thirty ("30") days of the date of the invoice.
- 3.2 If the parties have agreed, that the customer shall pay to SIX Exfeed the time involved for the rendering of a service, also the time for travelling has to be paid to SIX Exfeed, at the same rate as for on site work.
- 3.3 If SIX Exfeed incurs any out of pocket expenses attributable to the performance of the services then SIX Exfeed will be reimbursed by Customer for actual incurred in addition to the fees payable pursuant to section 3.1.
- 3.4 The amounts set out in the SIX Exfeed Service Agreements are exclusive of Value Added Tax and all other sales taxes and the Customer shall be responsible for all taxes associated with the services other than taxes based on SIX Exfeed's income.
- 3.5 SIX Exfeed may charge interest on all sums outstanding beyond the date on which they are due for payment from when the date of payment was due until the date of payment (and before as well as after judgement) at the rate of 8%.
- 3.6 SIX Exfeed shall be entitled to change its fees from time to time. Any such fee increase shall take effect six months subsequent to the notification of the Customer.

### 4. Rights to programs, documents and other products

SIX Exfeed, or its sub-contractor, has sole title, regardless of protectability or work status, to software and other works as per Article 2 of the Swiss Copyright Act, such as drafts, patterns, plans, inventions, further developments, improvements and other work results, which are produced under the SIX Exfeed Service Agreement, alone or in co-operation with the Customer.

### 5. Confidentiality

- 5.1 In the course of this Agreement, it may be necessary for the parties to have access to information that is confidential to the other ("Confidential Information"). As used herein, Confidential Information means all oral and written information concerning the disclosing party, information concerning the products of the disclosing party, or any other information in connection with the business of one party, which the disclosing party or any directors, officers, employees, representatives, advisors, contractors or agents (collectively, "Representatives") provides to the receiving party or to any of its representatives at any time.
- 5.2 Confidential Information, as used herein, shall not include information which
  - a) is, or becomes, publicly known, otherwise than through a wrongful act of a party;
  - b) is in the possession of a party prior to receipt from the other party without an obligation of confidentiality;
  - c) can be proved, by documentary record, as independently developed by the other party, provided that it was not derived from the Confidential Information;
  - d) is approved in writing by a party for disclosure; or
  - e) must be disclosed due to a court order, a request of an official authority or if required by law.
- 5.3 The parties agree, that this provision should survive any termination of the SIX Exfeed Service Agreement. Furthermore, the parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purposes other than related to the Service Agreement. Each party agrees to us its reasonable endeavours to ensure that Confidential Information is not disclosed or distributed by its employees or agent in breach of the provisions of these general conditions.

### 6. Term and Termination

- 6.1 The SIX Exfeed Service Agreement shall be effective from the commencement date. If the Customer has ordered any services, which will be provided for a principally on going time period (e.g. maintenance services), these services will be rendered for one year (12 months since the

## Appendix B: Exfeed General Conditions for EXFEED Service Agreements

- effective date) and will be continued for each time an other year unless terminated by giving 3 month notice before the end of the on going year.
- 6.2 With good cause both parties may terminate the SIX Exfeed Service Agreement at any time, however, before doing so, written notice to the other party has to be given allowing the other party to remedy the breach of the SIX Exfeed Service Agreement.
- 6.3 Within fifteen (15) days of termination of this Agreement, each party shall certify in writing to the other party that all Confidential Information of the other party received in connection with this Agreement has been destroyed or returned to the other party.
- 6.4 The parties agree, that especially section 4, 5 and 13 will survive any termination of this contract.
- 7. Warranty**
- 7.1 SIX Exfeed warrants only that it will provide professional quality services that conform to generally accepted industry standards and practices. No warranty is given in respect of results or outcomes, which may be obtained. All other warranties, except for gross negligence and wilful act, are expressly disclaimed.
- 7.2 The warranty set out in section 7.1 is exclusive, and, subject to section 8.1, in lieu of all other conditions, terms or warranties, whether express or implied, including the implied conditions of satisfactory quality and fitness for a particular purpose.
- 8. Limitation of Liability**
- 8.1 SIX Exfeed's liability under or in relation to the SIX Exfeed Service Agreement (whether for negligence, breach of contract or otherwise) shall be limited to an amount equal to the fee payable under this Agreement in respect of each event.
- 8.3 The liability for any indirect or consequential loss or damage (howsoever arising), including loss of profits, loss of sales, loss of turnover, loss of bargain, loss of opportunity, loss of use of computer equipment, software or data, loss in connection to any trading interruptions or loss of time on the part of management or other staff is excluded.
- 9. Notices**
- All notices shall be in writing and sent by first class post or overnight post (or courier), or transmitted by facsimile (if confirmed by posting), to the address of the recipient set out in the SIX Exfeed Service Agreement, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. Notice shall be deemed to have been given upon personal delivery (in the case of overnight mail, courier or facsimile) or five (5) business days after being sent by first class post.
- 10. Sub-Contracting**
- SIX Exfeed may sub-contract performance of any of its obligations under this Agreement.
- 11. Assignment**
- The Customer may not without the consent of SIX Exfeed assign the benefit of the SIX Exfeed Service Agreement or any rights under it.
- 12. Non-Solicitation**
- After completion of services specified in the SIX Exfeed Service Agreement, and for a period of six (6) months following such completion, neither party will actively solicit for employment those employees of the other party who are directly involved in the performance or receipt of services under the SIX Exfeed Service Agreement.
- 13. General**
- 13.1 The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
- 13.2 Except for the Customer's obligation to pay SIX Exfeed, neither party shall be liable for any delay or failure to perform its obligations if such failure or delay is due to causes beyond its reasonable control (including any delay caused by an act or default of the other party).
- 13.3 The customer agrees that any information received pursuant to this Agreement shall be deemed subject to the non-disclosure obligations set forth in section 5.
- 13.4 The Customer's payment obligations under this Agreement shall survive termination of this Agreement.
- 13.5 If any provision of this Agreement is held for any reason to be void, violable or unenforceable this shall not affect the validity or enforceability of any other provision of this Agreement or of the remainder of this Agreement as a whole.
- 13.6 The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.
- 13.7 This Agreement may be amended only by a written document executed by a duly authorised representative of each of the parties.
- 13.8 This Agreement may be executed in counterparts.
- 14. Governing Law and Jurisdiction**
- 14.1 This Agreement shall be governed by and interpreted in accordance with Swiss law.
- 14.2 Place of jurisdiction is for all disputes arising out or in connection with the SIX Exfeed Service Agreement and/or this General Conditions Zurich 1.