



## Exchange Reporting Service

### Company Details

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| <b>Name</b>          |                      | <b>Telephone</b>     |
| <input type="text"/> |                      | <input type="text"/> |
| <b>Address</b>       |                      | <b>Town</b>          |
| <input type="text"/> |                      | <input type="text"/> |
| <b>County</b>        | <b>Post Code</b>     | <b>Country</b>       |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

### Invoicing Details

|                            |                      |                            |
|----------------------------|----------------------|----------------------------|
| <b>Contact Name</b>        |                      | <b>Position in Company</b> |
| <input type="text"/>       |                      | <input type="text"/>       |
| <b>Telephone</b>           | <b>Email</b>         |                            |
| <input type="text"/>       | <input type="text"/> |                            |
| <b>Address for Invoice</b> |                      | <b>Town</b>                |
| <input type="text"/>       |                      | <input type="text"/>       |
| <b>County</b>              | <b>Post Code</b>     | <b>Country</b>             |
| <input type="text"/>       | <input type="text"/> | <input type="text"/>       |



**Order Contacts**

|                                |                            |                      |
|--------------------------------|----------------------------|----------------------|
| <b>Order/Technical Contact</b> |                            |                      |
| <b>Name</b>                    | <b>Position in Company</b> |                      |
| <input type="text"/>           | <input type="text"/>       |                      |
| <b>Telephone</b>               | <b>STX (if applicable)</b> | <b>Email</b>         |
| <input type="text"/>           | <input type="text"/>       | <input type="text"/> |
| <b>Order/Technical Contact</b> |                            |                      |
| <b>Name</b>                    | <b>Position in Company</b> |                      |
| <input type="text"/>           | <input type="text"/>       |                      |
| <b>Telephone</b>               | <b>STX (if applicable)</b> | <b>Email</b>         |
| <input type="text"/>           | <input type="text"/>       | <input type="text"/> |

**Exchange Reporting Service details**

Is your organisation regulated by the Financial Services Authority?      Yes       No

If yes, please enter your FSA Reference number here

**Special Instructions**



### Authorisation

We understand and agree that all services provided hereunder are subject to the Terms and Conditions which appear on this form below

| Signed for and on behalf of the Company |                          | Position in Company      |
|---|--------------------------|--------------------------|
| <input type="text"/>                    |                          | <input type="text"/>     |
| Name (please print)                     | Customer's own Reference | Date of Order (DD/MM/YY) |
| <input type="text"/>                    | <input type="text"/>     | <input type="text"/>     |

### Confirmation

Your order is hereby confirmed and accepted. Signed for and on behalf of the London Stock Exchange Plc

| Signature            |                          |                      |
|----------------------|--------------------------|----------------------|
| <input type="text"/> |                          |                      |
| Name (please print)  | Customer's own Reference | Date (DD/MM/YY)      |
| <input type="text"/> | <input type="text"/>     | <input type="text"/> |



## Exchange Reporting Service Terms and Conditions

The parties (as defined below) hereby agree as follows:

### 1. Definitions

|                              |   |
|------------------------------|---|
| Agreement                    | shall mean these terms and conditions, the Service Description, the Price List and the Order Form, which together shall establish the terms and conditions under which the Exchange shall provide the service to the Customer.  |
| Approved Reporting Mechanism | shall have the meaning attributed to it in the FSA Rulebook.  |
| Charges                      | shall mean the charges applicable to the Service, including the service charge and the report charges as set out in the Price List or (where no published price applies) as notified to the Customer by the Exchange in writing.  |
| Customer                     | shall mean the person or entity named in the Order Form.  |
| eContracts Service           | shall mean the online order and contract management system made available to Customer by Exchange and subject to separate terms and conditions.   |
| ERS System                   | shall mean the Exchange Reporting Service System operated by the Exchange and enabling delivery of the Service.   |
| Exchange                     | shall mean London Stock Exchange plc, trading as "London Stock Exchange".   |
| Force Majeure Event          | shall mean any cause beyond either of the Parties' reasonable control affecting the performance of its obligations hereunder including but not limited to fire, flood, explosion, accident, war, strike, embargo, governmental or regulatory requirement, civil or military authority, Act of God, industrial disputes and acts or omissions of providers of telecommunications services. |
| FSA                          | shall mean the Financial Services Authority.  |
| Order Form                   | shall mean the Order Form overleaf or annexed hereto or made available and completed via the eContracts Service.  |
| Party or parties             | shall mean the Exchange and the Customer.   |
| Price List                   | shall mean the list of charges applicable to the Service as published and amended by the Exchange from time to time.  |
| Report charges               | shall mean the charges payable in respect of each type of report submitted using the Service, as set out in the Price List.   |
| Security standards           | shall mean the standards set out in the Service Description.  |
| Service                      | shall mean the Exchange's Reporting Service enabling the Customer to send certain reports to the Exchange and/or the FSA as described in the Service Description, as amended from time to time.   |
| Service charge               | shall mean the annual charge applicable to the Service, described as such in the Price List.  |
| Service Description          | shall mean the document described as such and published by the Exchange which sets out a detailed description of the service.   |
| Service hours                | shall mean the hours specified in the Service Description or notified by the Exchange in writing from time to time.   |
| Service start date           | shall mean the date on which the Exchange notifies the Customer that all necessary testing has been completed, confirming that the Service has been made available to the Customer, whether or not the Customer actually makes use of it.   |
| Service term                 | shall mean one year from the service start date.  |

### 2. Service

- 2.1 Prior to provision of the Service, the tests set out in the Service Description shall be completed by the Customer and the Exchange.
- 2.2 The Service shall be deemed to be in operation from the service start date. The Exchange will take all reasonable steps to meet any specified delivery dates, but such dates shall be estimates only and the Exchange shall not be liable for failure to meet them.
- 2.3 Prior to the service start date, the Customer may only submit test data on the Service.
- 2.4 The Customer shall only use the Service in accordance with this Agreement for the purpose of sending certain reports to the FSA or any other regulatory body as agreed between the parties from time to time.
- 2.5 The Customer shall ensure that its use of the Service complies with any relevant legislative and regulatory requirements and shall not use or permit the use of the Service for any illegal or immoral purpose.
- 2.6 The Exchange will take all reasonable steps to provide and maintain the reliability of the Service.
- 2.7 The Customer acknowledges that the Exchange will not be able to submit reports to the FSA on the Customer's behalf if the



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Exchange ceases to be recognised by the FSA as an Approved Reporting Mechanism.

- 2.8 The Customer shall remain liable at all times for the content accuracy and timeliness of the reports that it submits to the ERS System. When received, the ERS System will validate the information contained in those reports in accordance with the Service Description before submitting those reports in a timely manner on behalf of the Customer to the relevant regulator. In performing their obligations under this clause, the Customer and the Exchange (who is acting as the Customer's approved reporting mechanism for the purposes of transaction reporting) will observe the provisions of Section 17 of the Supervision Manual ("SUP 17") as contained in the FSA's Handbook (or other relevant document, and as may be amended from time to time) and will co-operate with each other to ensure that the relevant provisions are complied with.
- 2.9 When the Service is used to make transaction reports to FSA, the Customer and the Exchange agree that this is covered by the provisions of SUP 17. Within this context, where any provision of these Terms and Conditions conflict with SUP 17, then the provisions of SUP 17 shall apply.
- 2.10 The Customer shall comply with the security standards set out in the Service Description at all times.

### **3. Charges and terms of payment**

- 3.1 The Customer shall pay all prevailing charges.
- 3.2 All charges exclude Value Added Tax or any other similar tax or levy which may be payable thereon. Such taxes or levies will be added to the Exchange's invoice as appropriate, at the rate prescribed by legislation.
- 3.3 The Customer shall pay the service charge annually in advance on 1 April. The Customer shall pay a pro rata amount for the period from the service start date to the next occurring 1 April.
- 3.4 The Customer shall pay the report charges monthly in arrears.
- 3.5 All charges (for the avoidance of doubt including any sums payable pursuant to clause 3.2) shall be paid within 30 calendar days of the date of the Exchange's invoice, and time of payment shall be of the essence. The Exchange may add interest calculated on sums overdue both before and after judgment at HSBC Bank plc base rate (as varied from time to time) plus three per cent on a daily basis, such interest to be compounded at the end of each calendar month.
- 3.6 If the accuracy of any Exchange invoice is contested, payment of any amount not in dispute shall be made within 30 calendar days of the date of such invoice pending reconciliation of the contested amount. Save as stated in this clause 3.6, all charges shall be paid in full without any deduction or withholding other than as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Exchange in order to justify withholding payment of any such charges in whole or in part.
- 3.7 The Exchange relies on data submitted to it by the Customer to calculate certain charges. The Customer should check all Exchange invoices carefully to make sure they are accurate. Any request, demand or claim by the Customer for repayment of any charges based on an Exchange invoice must be made within three months of the end of the month to which the invoice relates and the Customer agrees that it shall not be entitled to repayment of any such charges or otherwise after this period.

### **4. Liability**

- 4.1 Nothing in this Agreement shall limit or restrict the liability of either party for death or personal injury caused by its negligence.
- 4.2 Except as expressly set forth in this Agreement, all warranties, representations and agreements with respect to the provision of the Service or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statutory or otherwise, are hereby expressly excluded to the maximum extent permitted by law.
- 4.3 Neither party shall in any circumstances be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for loss, whether direct or indirect, of profits, data, business or anticipated savings, or for any indirect or consequential loss, howsoever caused or arising out of or in connection with this Agreement.
- 4.4 Subject to clause 4.3 above, the liability of the Exchange to the Customer for direct loss or damage (excluding physical damage), whether in contract, tort (including negligence and breach of statutory duty) or otherwise arising out of or in connection with the Exchange's performance of or its total or partial failure to perform its obligations under this Agreement shall, in respect of each claim, be limited in aggregate to the sum of ?50,000 (fifty thousand pounds sterling).
- 4.5 Notwithstanding clause 4.4, the liability of the Exchange to the Customer for physical damage (i.e. not financial loss), whether in contract, tort (including negligence and breach of statutory duty) or otherwise arising out of or in connection with the Exchange's performance of or its total or partial failure to perform its obligations hereunder shall, in respect of any one incident or series or incidents attributable to the same cause, be limited in aggregate to the sum of ?500,000 (five hundred thousand pounds sterling).

### **5. Intellectual property**

- 5.1 The Customer acknowledges that any and all patents, registered and unregistered designs, copyrights, rights in data, trademarks and all other intellectual property rights whatsoever and wheresoever enforceable ("Intellectual Property Rights") which are used by LSE for the purposes of providing the Service remain the sole property of the Exchange or the appropriate licensor.

For the avoidance of doubt, the foregoing does not include:

(a) any Intellectual Property Rights in relation to any data supplied by the Customer to the Exchange for the purpose of the Exchange providing the Service; or (b) any software programs or technical information (if any) provided by the Customer to the Exchange which shall, in all such cases, remain the property of the Customer or its licensors.



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**6. Assignment**

- 6.1 The Customer shall not assign any of its rights or obligations hereunder without the prior written consent of the Exchange.
- 6.2 The Exchange reserves the right to effect some or all of its obligations through another organisation but the Exchange shall remain liable to the Customer for fulfilment of its obligations under this Agreement.

**7 Term and Termination**

- 7.1 This Agreement shall take effect from the date of countersignature by the Exchange and shall continue unless terminated by either party in accordance with this Agreement.
- 7.2 Either party may terminate this Agreement:
  - 7.2.1 after the service term, by serving one months' notice in writing, such notice to take effect on an anniversary of the service start date;
  - 7.2.2 forthwith by notice in writing in the event of a material breach of this Agreement by the other party ("the relevant party"), and which is incapable of remedy or which is capable of remedy but which the relevant party fails to remedy within ten (10) working days of having been notified of such breach;
  - 7.2.3 forthwith by notice in writing in the event of a Force Majeure Event under this Agreement which subsists for a continuous period of at least forty five (45) calendar days; or 7.2.4 forthwith by notice in writing if the other has a receiver or administrative receiver appointed over it or any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business or undergoes or is subject to any analogous acts or proceedings under any foreign law.
- 7.3 The Exchange reserves the right to suspend the Service immediately if it has reasonable grounds to believe that there has been a breach of this Agreement by the Customer. If a breach is shown to have occurred (including failure to pay any sum due under this Agreement), the Exchange may terminate the Service immediately without further obligation to the Customer.
- 7.4 Exercise by either party of its rights under this clause shall be without prejudice to any other rights or remedies it may have, and shall not affect any rights accrued or obligations arising on or before the date of termination or suspension nor the continuance in force of any term that is intended either expressly or by implication to survive termination or suspension of this Agreement.
- 7.5 Upon termination of this Agreement, all accrued charges not yet invoiced shall become due forthwith and shall be paid within 30 days and subject to clauses 3.5 and 3.6.
- 7.6 Any credit remaining at the date of termination from charges paid in advance may be refunded to the Customer pro rata at the sole discretion of the Exchange.

**8. Technical compliance and service suspension**

- 8.1 The Exchange may, at its sole discretion and without prejudice to any right which it may have to terminate this Agreement, elect to suspend forthwith the provision of the Service until further notice in the event that:
  - 8.1.1 the Exchange is entitled to terminate the Service or this Agreement pursuant to clause 7;
  - 8.1.2 the Exchange is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other competent administrative or regulatory authority;
  - 8.1.3 the Exchange needs to carry out emergency works to any network or equipment used by the Exchange in the provision of the Service;
  - 8.1.4 the Exchange has grounds to believe that the Service is being used for any illegal purpose, or has been so in the past and is likely to be so again; or
  - 8.1.5 the Exchange has grounds to believe that the Customer's use of the Service is causing or is likely to cause technical problems for the Exchange or interference with the Exchange's ability to make the Service available to other Customers.
- 8.2 If the Exchange exercises its right to suspend the Service pursuant to clause 8.1 it shall, whenever practicable, give prior notice of such suspension and its expected duration to the Customer.

**9. Information and assistance**

- 9.1 The Customer will provide to the Exchange all such information relating to the Customer's use of the Service as the Exchange may reasonably require.
- 9.2 The Customer will provide such assistance as the Exchange may reasonably require in connection with the provision of the Service. In particular, the Customer will co-operate with the Exchange in relation to any review of the Service which the FSA requires the Exchange to carry out. Such assistance will include access to the Customer's place of business where necessary for Exchange and FSA personnel.

**10. Confidentiality**

Each party shall keep confidential all information obtained pursuant to this Agreement and relating to the other party, its business, operations and Customers unless such information has become public knowledge otherwise than in breach of this clause or



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disclosure is required by law or a party's regulatory body or disclosure is made in confidence to their professional advisors. This clause 10 shall survive termination of this Agreement.

### 11. Publicity

Neither party may disclose (without the other party's prior written consent) the existence and nature of this Agreement for the purposes of publicity and media relations via marketing materials, newspapers, television, periodicals and the internet.

### 12. Use of information

- 12.1 The Exchange may use, store or otherwise process any personal information provided by the Customer in connection with the provision of the Service under this Agreement and may keep records concerning the relationship between the Exchange and the Customer to assist the Exchange in carrying out its regulatory functions.
- 12.2 In storing and processing personal information for the purposes of this Agreement, the Exchange complies with the provisions of the Data Protection Act 1998 (and in particular, the data protection principles set out in that Act).

### 13. Monitoring of telephone calls and emails

The Customer acknowledges that the Exchange may record telephone calls and emails between the Customer and the Exchange for regulatory or security purposes.

### 14. Notices

Notices under this Agreement may be delivered by hand or sent by first class post or facsimile transmission to any or all of the addresses specified on the Order Form. Notices shall be effective on the confirmed date of receipt or three working days after dispatch (in the case of posted notices) whichever is the earlier.

### 15. Variations

- 15.1 The Exchange may amend this Agreement at any time on one month's written notice. In the event that the Customer considers such amendment to be unfavourable, it may terminate this Agreement on the date the amendment comes into effect, provided it gives the Exchange notice in writing within two weeks of the date of the Exchange's original notice.
- 15.2 The Exchange may amend the Service Description at any time on one month's written notice or on such different notice period as is stated in the Service Description or, where changes are required within a shorter period due to (i) regulatory or security reasons, or (ii) to ensure availability of the Service for all Customers, or (iii) at the request of the FSA, on such notice as is reasonably practicable.
- 15.3 Except as provided in clauses 15.1 and 15.2 above, this Agreement may only be amended in writing by duly authorised representatives of the parties, provided that Order Forms may be submitted via the eContracts Service if applicable.

### 16. Waiver and entire agreement

- 16.1 Failure by either party to exercise any right or remedy under this Agreement shall not signify acceptance of the event giving rise to such right or remedy nor shall it constitute a waiver of such right or remedy.
- 16.2 This Agreement is the parties' entire understanding of the contract between them and supersedes all prior agreements, negotiations, representations and proposals, oral or written.
- 16.3 Each party confirms that:
- 16.3.1 in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, no party shall be under any liability or shall have any remedy in respect of misrepresentation or untrue statement unless and to the extent that a claim lies under this Agreement; and
- 16.3.2 in entering into this Agreement it has not relied on any representation or warranty or undertaking which is not referred to in this Agreement, or any document referred to in it.

### 17. Severability

Each paragraph and provision of this Agreement is severable from the rest of this Agreement, and if one part should be found to be invalid, illegal or void for any reason, it shall not affect the validity or legality of any other part and the remaining parts shall continue to have full force and effect.

### 18. Force Majeure

Neither party shall be liable to the other for any delay or failure to fulfil any obligation hereunder to the extent such delay or failure was due to a Force Majeure Event. Neither party shall have any liability to the other in respect of termination of the Service or this Agreement as a result of termination under clause 7.2.3 above.

### 19. Rights of third parties

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

### 20. Law

This Agreement shall be governed by, and construed in all respects in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.