



Non Member OTC Trade Reporting Order Form

Customer Details

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

Invoicing Details

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



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Customer Contacts

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

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"/>



Non Member OTC Trade Reporting Service

Order Form & Subscriber Agreement

1. Definitions

In this Agreement, unless the context requires otherwise, the following words shall have the following meanings:

Agreement	means these terms and conditions, the Order, and the Price List.
Commencement Date	means the first day of the month following the date on which the Exchange notifies the Customer that the Exchange has completed all necessary work to permit access to the Service.
Communications Agreement	means an agreement for communications services between the Exchange and the Customer (including without limitation a FIX Gateway agreement).
Connectivity Arrangements	means connectivity to the Exchange System by means of the Exchange's ?FIX Gateway? service, in relation to which the Customer must enter into a separate agreement and pay such charges as are required by such agreement.
Customer	means the person or entity named in the Order.
Data	means all information input by the Customer to the Exchange System in the format and expression and using the methodology required by the Exchange for the proper performance of this Agreement and operation of the Service .
eContracts Service	means the online order and contract management system made available to Customer by Exchange and subject to separate terms and conditions.
Exchange	means London Stock Exchange plc, trading as ?London Stock Exchange?.
Exchange System	means the Exchange's trade reporting system that the Service is provided on.
Force Majeure Event	means any cause beyond a party's 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.
Order	means the order form overleaf or made available and completed via the eContracts service.
Price List	means the list of charges payable for services from the Exchange as published by the Exchange from time to time.
Service	means the OTC trade reporting service described in the Service Description and which includes provision by the Exchange of access to the Exchange System to permit the Customer to input Data and receive acknowledgements as described in the Technical Specifications.
Service Charges	means charges identified as such in the Price List.
Technical Specifications	means the Service & Technical Description, Data Formats, Network Specification and Interface Specifications provided to the Customer by the Exchange, as amended and notified to the Customer (on three months prior notice or if a different notice period is stated in the Service & Technical Specifications, on that period of notice) from time to time.

2. Service

- 2.1 The Exchange shall provide the Service on the terms and conditions contained in this Agreement including in accordance with the Technical Specifications, subject to the Customer having passed the Exchange's tests (as detailed in the Technical Specifications), and subject to the Customer having in place the necessary Connectivity Arrangements and communications arrangements in accordance with clause 14.1.
- 2.2 The Customer shall not use the Service for any illegal purpose or otherwise than in compliance with the applicable laws in the jurisdictions in which the Customer operates.

3. Duration of Agreement

- 3.1 This Agreement will become effective when signed by both parties or if applicable when accepted by Exchange via the eContracts Service.
- 3.2 This Agreement will remain in force unless and until terminated in accordance with clause 4, 8.1 or 12.2.

4. Termination of Agreement

- 4.1 Either party may terminate this Agreement by giving the other party three months' written notice that it wishes to do so. Any such notice will



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only become effective, and the Agreement terminate, on an anniversary of the Commencement Date.

- 4.2 Either party may terminate this Agreement forthwith by giving the other party written notice if that other party:
- 4.2.1 makes a voluntary arrangement with its creditors or becomes subject to an administration order;
 - 4.2.2 has a receiver appointed over any of its property or assets, or an encumbrancer takes possession;
 - 4.2.3 goes into liquidation; or
 - 4.2.4 takes or is subject to any action similar to that specified in clauses 4.2.1 to 4.2.3 in any jurisdiction outside England.
- 4.3 The Customer may terminate this Agreement or suspend its performance of all or any obligations under it immediately and without liability for compensation or damages if the Exchange ceases to retain its status as an approved trade data monitor.
- 4.4 The Exchange may terminate this Agreement or suspend its performance of all or any obligations under it immediately and without liability for compensation or damages if:
- 4.4.1 the Customer ceases to have a Connectivity Arrangement in place in accordance with clause 2.1;
 - 4.4.2 the Customer ceases to have satisfactory communications facilities in place in accordance with clause 14.1;
 - 4.4.3 the Customer fails to comply in all material respects with any of its express or implied obligations under this Agreement (including payment of charges to the Exchange provided that the Exchange has given Customer five (5) working days prior written notice of their intention to terminate for non-payment of charges); or
 - 4.4.4 the Exchange ceases to generally provide the Service.
- 4.5 Termination of this Agreement shall not release either party from any liability which at the time of termination has already accrued, nor affect in any way the survival of any other right, duty or obligation of the parties which expressly or by implication survives such termination.

5. Charges

- 5.1 The Customer agrees to pay the Service Charges shown in the Price List as applicable to the Service. Service Charges shall be payable in accordance with the Price List. Service Charges for the period from the date on which the Exchange notifies the Customer that the Exchange has completed all necessary work to permit access to the Service until the first day of the following quarter are payable on a pro rata basis.
- 5.2 All Service Charges are subject to Value Added Tax at the prescribed rate, and any other tax, duty or levy imposed by legislation.
- 5.3 All Service Charges are payable by the Customer within 30 days of the date of the Exchange's valid invoice, and time of payment shall be of the essence. The Exchange may add interest on overdue payments before and after any judgement at HSBC Bank plc base rate (as varied from time to time) plus three per cent, calculated on a daily basis such interest to be compounded at the end of each calendar month.

6. Notices

- 6.1 Notices under this Agreement may be delivered by hand or sent by post or facsimile transmission. Notices shall be effective on confirmed date of receipt or three working days after dispatch (in the case of posted notices), whichever is the earlier.

7. Assignment

- 7.1 The Customer may not assign or transfer any rights or obligations under this agreement without the Exchange's prior written consent.
- 7.2 The Exchange shall have the right to assign any of its rights and/or obligations under this Agreement to another party, such an assignment to become effective on the date indicated in the prior written notice to the Customer. Such notice to be provided as soon as reasonably practicable by the Exchange prior to the date of the assignment.

8. Variation

- 8.1 The Exchange may amend this Agreement at any time on two months' written notice. In the event that the Customer considers any 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 one month of the date of the Exchange's original notice.
- 8.2 Except as provided in clause 8.1, this Agreement may only be amended in writing by duly authorised representatives of the parties, provided that Orders may be submitted via the eContracts service,

9. Waiver and Entire Agreement

- 9.1 Failure by either party to exercise any right or remedy under this Agreement will not constitute a waiver of that party's rights or remedies.
- 9.2 This Agreement is the parties' entire understanding of the contract between them and supersedes all prior agreements, representations and proposals, oral or written.
- 9.3 Each party confirms that:
- 9.3.1 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
 - 9.3.2 in entering into this Agreement it has not relied on any representation or warranty or undertaking which is not contained in this Agreement, or any document referred to in it.



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10. Intellectual Property Rights

- 10.1 The Customer hereby assigns to the Exchange the copyright and/or other intellectual property rights of whatever nature in the Data.
- 10.2 Notwithstanding the provisions of clause 10.1, the Customer may use the Data in the ordinary course of its business, and is hereby perpetually and irrevocably licensed to do so. For the avoidance of doubt the ordinary course of Customer's business shall include, without limitation, Customer's secondary exploitation of the Data in the form of reports, research, information and other like uses

11. Liability

- 11.1 Nothing in this Agreement shall limit either party's liability to the other for death or personal injury due to their negligence or fraudulent misrepresentation.
- 11.2 The Exchange shall not be liable to the Customer in any circumstances for any loss, whether direct or indirect, of profits, business, anticipated savings, any indirect loss for wasted expenditure or any indirect or consequential loss in respect of provision of the Service. Other than the cap on liability detailed in Clause 11.3 nothing in this Agreement limits the Exchange's liability for direct losses not excluded by this Clause 11.2.
- 11.3 Subject to clause 11.1 and 11.2 above, the Exchange's total liability for loss or damage arising from the Exchange's total or partial failure to perform any obligation under this Agreement shall be limited in aggregate to ?50,000 (fifty thousand pounds Sterling).
- 11.4 The Exchange confirms it has been approved by the Financial Services Authority ("FSA") as having the capacity to provide the Service as a trade data monitor in accordance with the FSA's published service criteria.
- 11.5 The Exchange shall be in no way liable for any loss or damage, whether direct or indirect, incurred by the Customer arising from any failure, act, omission or negligence of a third party providing the communications arrangements pursuant to clause 14.1.2 (including without limitation, any failure by that third party to transmit Data correctly or at all.

12. Force Majeure

- 12.1 Neither party shall be liable to the other for any delay or failure to fulfil any obligation under this Agreement to the extent such delay or failure was due to Force Majeure Event.
- 12.2 Either party may terminate this Agreement on notice in writing to the other if due to a Force Majeure Event a party is unable to fulfil its obligations under this Agreement for more than 45 calendar days. Neither party shall have any liability to the other in respect of termination of this Agreement as a result of such a Force Majeure Event.

13. Compliance

- 13.1 The Customer undertakes and agrees that it shall at all times:
- 13.1.1 have adequate systems to ensure the effective provision of Data pursuant to this Agreement;
 - 13.1.2 have sufficient staff with adequate knowledge, experience, training and competence;
 - 13.1.3 have adequate internal procedures and controls;
 - 13.1.4 have (and notify to the Exchange the details of) a dedicated point of contact in relation to the subject matter of this Agreement; and
 - 13.1.5 in addition to this Agreement, it shall comply with any applicable provision contained in the Technical Specifications (each of which the Customer acknowledges it has received from the Exchange).
- 13.2 In the event that the Exchange considers that the Customer's use of the Service is causing, or is likely to cause, technical problems for the Exchange or interference with the continued delivery of the Service to other Customers, then the Exchange may suspend the Service without notice (although where reasonably practicable the Exchange will provide prior notice).

14. Communications

- 14.1 The Exchange shall have no obligations to provide the Service on the terms and conditions contained in this Agreement, unless the Customer has in place satisfactory communications facilities.
- 14.1.1 either under a Communications Agreement with the Exchange; or
 - 14.1.2 such other communications arrangements as may have been approved in advance by the Exchange in writing.

15. Severability

- 15.1 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of all other provisions (and, if applicable, the remainder of the provision in question) shall not be affected.

16. Confidentiality

- 16.1 The parties shall keep confidential all information relating to this Agreement and the Technical Specifications unless such information has become public knowledge otherwise than in breach of this clause or disclosure is required by law or a party's regulatory body or disclosure is made in confidence to their professional adviser. This clause 16.1 survives termination of this Agreement.

17. Rights of Third Parties

- 17.1 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.



18. Choice of Law

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