



## Reference Data Service

For the purposes of the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, the information provided in this order form will be used by the Exchange for the purposes of providing you with the products, services and data that you have ordered.

The Exchange may use the Customer data for marketing research purposes and to send marketing material and information about other Exchange Services and services which may be of interest to you.

Please tick the appropriate boxes if you do not wish the Exchange to contact you by:

e-mail  fax  phone  post

The Exchange may also provide Customer data to carefully selected third parties (including subsidiary companies of the Exchange) who may contact you about services that may be of interest to you. If you do not wish such third parties to contact you, please tick this box

### Customer 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"/>



### 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"/>



## Reference Data Services Terms and Conditions

### 1. Definitions and Interpretations

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

Agreement Sum	means an amount equal to 500% of the Charge paid by the Customer pursuant to the Order;
Charge	means the price charged by the Exchange in respect of the Product (exclusive of VAT) details of which are set out in the Price List;
Commencement Date	means the date the Exchange authorises the Order Form;
<b>Customer</b>	<b>means the person or entity named in the customer details section of the Order Form.<sup>1</sup></b>
<b>eContracts Service</b>	<b>means the online order and contract management system made available to the Customer by the Exchange and subject to separate terms and conditions;</b>
Email Delivery	means the delivery of the Product by the Exchange to the Customer via electronic mail;
<b>Exchange</b>	<b>shall mean London Stock Exchange plc, Company Number 02075721, 10 Paternoster Square, London EC4M 7LS.</b>
Force Majeure Event	means, in relation to a party any event or circumstance: a) which is not reasonably foreseeable; and b) is beyond that party's reasonable control; and c) prevents or limits the ability of that party to meet its obligations under this Product Agreement;
Minimum Period	means the minimum term of this Product Agreement which runs for twelve months from the Commencement Date;
Product	means the provision of reference data and registration details relating to the United Kingdom and international securities via Email Delivery;
Product Agreement	means these terms and conditions together with the Order Form, the Price List and the Technical Specifications which govern the sale of the Product to the Customer by the Exchange;
Order	means the order placed by the Customer to purchase the Product from the Exchange pursuant to this Product Agreement;
Order Form	means the form in which the Customer places the Order and agrees to be bound by this Product Agreement (on the front of these terms and conditions <b>or made available and completed via the eContracts Service</b> );
Price List	means the list of Charges published by the Exchange from time to time.
Site	means the Exchange's corporate internet site from which this Product Agreement may be accessed;



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<sup>1</sup>Words in red indicate changes made to enable submission of orders via the eContracts Service

Technical Specifications means the technical document, describing the information and other characteristics of the Product published by the Exchange from time to time.

## **2. The Product**

- 2.1 In consideration of the payment of the Charge the Exchange agrees to supply this Product to the Customer subject to the terms and conditions of this Product Agreement.
- 2.2 The Exchange shall charge the Customer the Charge for the Product which shall become due and payable from the Commencement Date.
- 2.3 The Exchange shall deliver the Product to the Customer via Email Delivery.
- 2.4 The Product supplied by the Exchange shall only be used by the Customer for the following purpose:
- (a) a corporate Customer and its employees shall only use the Product in the normal and proper course of the Customer's business; or
  - (b) an individual Customer shall only use the Product for managing his own personal financial affairs.
- 2.5 The Customer agrees that it shall not:
- (a) disclose or distribute the Product (or any of the information contained therein) to any third party without the Exchange's prior written consent; or
  - (b) use the Product (or any of the information contained therein) for any illegal purpose or to bring the Exchange, its business or markets into disrepute.
- 2.6 The Exchange will take all reasonable steps to ensure that the Product (including all the information comprising the Product) is accurate and reliable.
- 2.7 If the Customer accesses the Site, he may access third party websites via hypertext links contained in the Site. The Exchange does not endorse or approve these third party websites and accepts no responsibility or liability for such websites.
- 2.8 The Customer acknowledges that any copyright or other intellectual property rights of whatever nature which subsist or may subsist in the Product shall remain the property of the Exchange or of the third party which provided the information to the Exchange.

## **3. Charges**

- 3.1 The Customer shall pay the Charge for the Product as set out in the Price List. All Charges shall be payable annually in advance from the Commencement Date and if applicable any anniversary of the Commencement Date.
- 3.2 The Charge is exclusive of 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 invoices, as appropriate, at the rate prescribed by legislation.
- 3.3 All Charges are payable by the Customer within 30 days of the Exchange's invoice. The Exchange may add interest on overdue payments at HSBC Bank plc base rate (from time to time) plus three per cent, calculated on a daily basis.
- 3.4 If the accuracy of any invoice is contested, payment of the amount not in dispute shall be made pending reconciliation of the reported discrepancy.

## **4. Liability**

- 4.1 Neither party shall be liable to the other for any delay in performance or non-performance of its obligations under this Product Agreement to the extent that such delay or non-performance is caused by a Force Majeure Event.
- 4.2 In no circumstances (other than circumstances of fraud, dishonesty or wilful misconduct) shall



the Exchange be liable for:

- (a) any loss or damage caused by computer viruses transmitted through the Site or by Email Delivery; or
- (b) loss of profit, goodwill, business opportunity or anticipated savings suffered by the Customer as a result of any breach of duty by the Exchange whether in statute, contract or tort (including negligence).

4.3 Subject to Clause 4.2 the Exchange shall be liable for any loss suffered by the Customer as a result of the Exchange's breach of duty whether in statute, contract or tort (including negligence) however its liability whether in statute, contract or tort (including negligence) shall be limited to the Agreed Sum per occurrence or series of occurrences arising from a single cause. If the Customer is an individual Customer this Product Agreement does not affect the Customer's statutory rights.

4.4 The Exchange assumes no responsibility in relation to third parties and the Customer hereby indemnifies the Exchange against any actions, claims or proceedings brought by any third party who relies on the Product (or any of the information contained therein) having gained access to such Product in breach of clause 2.5.

4.5 CRESTCo Limited provides the Exchange with some of the information contained in the Product and assumes no responsibility to the Customer or any third party. In no circumstances (other than circumstances of fraud, dishonesty or wilful misconduct) shall CRESTCo Limited be liable to the Customer or any third party for any direct, indirect, special or consequential loss or damage resulting from any breach of duty whether in statute, contract or tort (including negligence).

4.6 The Exchange shall not be liable for any loss suffered by the Customer as a result of any misrepresentation (excluding fraudulent misrepresentation) made by the Exchange.

## **5. Terms and Termination**

5.1 This Product Agreement shall run for the Minimum Period.

5.2 After the Minimum Period, this Product Agreement shall continue unless and until terminated either:

- (a) by the Exchange giving two months' notice to the Customer at any time after the Commencement Date; or
- (b) by the Customer giving the Exchange two months' written notice that it wishes to terminate this Product Agreement at any time so that notice will only become effective, and this Product Agreement terminate, on an anniversary of the Commencement Date; or
- (c) forthwith by either party in writing if the other party goes into liquidation, other than for the purpose of amalgamation or reconstruction, or has a receiver, manager, administrator or like person appointed under the Insolvency Act 1986 and such appointment is not discharged within 30 days of being made; or
- (d) takes or is the subject to any action similar to that specified in 5.2(c) above in any jurisdiction outside England.

5.3 The Exchange reserves the right (if it is capable of suspension) to suspend the provision of the Product immediately during the investigation of a suspected breach of these conditions by the Customer. However, such suspension shall only be for the course of the investigation and a reasonable period thereafter. If the breach is shown to have occurred, (including failure to pay any sum due under this Product Agreement) the Exchange may terminate this Product Agreement immediately without further obligation to the Customer.

5.4 If the Customer shall at any time:

- (a) default in any payment of monies required to be made under this Product Agreement; or
- (b) be in breach of any term of this Product Agreement

then if the Customer fails to remedy such default or breach (or if the matter is incapable of remedy to compensate the Exchange to the Exchange's satisfaction) within 30 days after the



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date on which notice requiring such remedy is served on the Customer by the Exchange, the Exchange may at its option (without prejudice to any other right or remedy) terminate this Product Agreement forthwith.

- 5.5 The Exchange may terminate this Product Agreement if the Exchange ceases generally to provide the Product. In such circumstances the Exchange will use all reasonable endeavours to provide the Customer with written notice as soon as reasonably practicable.
- 5.6 On termination of this Product Agreement and however caused:
- (a) the Customer shall within 28 days of the said termination pay any sum due to the Exchange pursuant to this Product Agreement; and
  - (b) the Exchange shall cease to provide the Product forthwith.
- 5.7 If this Product Agreement is terminated for whatever reason, 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.

**6. General**

- 6.1 Only the Customer and the Exchange shall have any rights pursuant to this Product Agreement and no person shall obtain any rights pursuant to the Contract (Rights of Third Parties) Act 1999.
- 6.2 Failure by either party to exercise any right or remedy under this Product Agreement shall not signify acceptance of the event which gave rise to such right or remedy nor shall it constitute a waiver of such right or remedy.
- 6.3 The Customer shall not assign any rights or obligations hereunder without the prior written consent of the Exchange.
- 6.4 The Exchange and the Customer agree that they will at all times comply with the provisions and obligations imposed by the Data Protection Act 1998.
- 6.5 The Exchange reserves the right to revise this Product Agreement and shall give the Customer at least 30 days' written notice of such changes. If the Customer is not satisfied with the changes, the Customer may terminate this Product Agreement on the date on which such revision would have become effective by giving written notice to the Exchange 14 days prior to the effective date of the revision.
- 6.6 The Customer shall keep confidential all information relating to this Product Agreement unless such information has become public knowledge (otherwise than due to a breach of this clause) or disclosure is required by law or is made in confidence to its professional advisers who have been advised of the confidential nature of this Product Agreement.
- 6.7 The Exchange and the Customer acknowledge that this Product Agreement sets forth the entire agreement between them with respect to the subject matter covered by it and that it supersedes all prior communications, understandings, promises or conditions whether written or oral between the parties relating thereto.
- 6.8 Each paragraph and provision of this Product Agreement is severable from the rest of this Product 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.
- 6.9 This Product Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts for all matters arising in connection herewith.