

## **Agreement Euronext Market Summaries Direct Subscriber**

### **1. Customer**

Company:.....

Address:.....

(including postcode).....

Country:.....

Company registration number:.....

### **2. Customer Profile**

Please tick the appropriate box regarding your organisations' profile

Financial institution

University or educational establishment

Newspaper or media group

Other; .....

Describe your main business activities and what you intend to use the data for:

.....  
.....  
.....  
.....

### **3. Contact person**

Name:.....

Position:.....

Email:.....

Telephone:.....

Fax:.....

#### 4. Invoicing details

Company:.....  
Contact person:.....  
Address:.....  
(including postcode).....  
Country:.....  
Telephone:.....  
VAT registration number:.....

## PREAMBLE

### WHEREAS:

- A. The Publisher collects, creates, compiles, organizes and distributes real-time databases containing market information that includes, but not limited to, quotes, prices and volumes relating to shares, bonds, commodities, futures contracts, option contracts and other financial instruments traded on Euronext (hereinafter referred to as the "Market Databases");
- B. The Publisher creates snapshots of the Market Databases, which it publishes on a file server where they can be collected automatically via the Internet in accordance with FTP protocol (hereinafter referred to as the "Market Summaries Data");
- C. The Customer wishes to receive the Market Summaries Data for its own use within the organisation of the Customer or within Customer's Group;
- D. Euronext makes the Market Summaries Data available to the Customer on the following terms and conditions;

Capitalised terms used in this document, shall have the meaning as set out in the General Terms and Conditions.

### THE PARTIES HAVE AGREED AS FOLLOWS:

#### 1. GENERAL

- The General Terms and Conditions of Publication (2007) registered under number 34138585 with the Chamber Of Commerce in Amsterdam ("General Terms and Conditions") apply to this agreement, with the exception of article C 3.3 and the articles under section E of the General Terms and Conditions. In the event of a conflict between the General Terms and Conditions and this Agreement, this Agreement shall prevail.
- The Customer has taken note of the content of these General Terms and Conditions and accepts that they apply to this Agreement.

## 2. MARKET SUMMARIES DATA

- The Customer wishes to receive the following Market Summaries Data specified below (please tick as appropriate and refer to Annex A for applicable fees).

<b>Euronext Cash Markets</b>	
• All Euronext cash markets	<input type="checkbox"/>
• Amsterdam market	<input type="checkbox"/>
• Brussels market	<input type="checkbox"/>
• Lisbon market	<input type="checkbox"/>
• Paris market	<input type="checkbox"/>
<b>Liffe Derivative Markets</b>	
• All Liffe derivative instruments	<input type="checkbox"/>
• Interest rate derivative instruments	<input type="checkbox"/>
• Equities derivative instruments	<input type="checkbox"/>
• Indices derivative instruments	<input type="checkbox"/>
• Commodities	<input type="checkbox"/>
<b>Euronext Indices</b>	
• All Euronext indices	<input type="checkbox"/>
• Amsterdam Indices	<input type="checkbox"/>
• Brussels Indices	<input type="checkbox"/>
• Lisbon Indices	<input type="checkbox"/>
• Paris Indices	<input type="checkbox"/>

- The Customer wishes to receive the Market Summaries Data via the following delivery methods (please tick as appropriate):

Delivery method	
<b>FTP push</b> Please state the following: <ul style="list-style-type: none"> <li>▪ Your IP address:.....</li> <li>▪ Your user name:.....</li> <li>▪ Your password:.....</li> </ul>	<input type="checkbox"/>
<b>FTP pull</b>	<input type="checkbox"/>

- The Customer wishes to receive the Market Summaries Data in the following formats (please tick as appropriate):

File formats	
<b>XML</b>	<input type="checkbox"/>
<b>CSV</b>	<input type="checkbox"/>

**3. SUBSCRIPTION/COMMENCEMENT DATE**

- Subscriptions shall run for a whole calendar year and shall be invoiced by the Publisher at the start of each calendar year for the whole of that calendar year.
- Subscriptions can start at any time. If a subscription does not start at the beginning of the calendar year, an invoice for the remainder of the calendar year shall be issued within one month of the first edition being supplied.
- Please state when you would like to start receiving Euronext Market Summaries Data: .....

**4. USE OF MARKET SUMMARIES DATA**

- The Publisher shall provide the Customer access to the Market Summaries Data via the delivery method as chosen in this order form and shall grant the Customer a non-exclusive and non-transferable licence to use, store and process the Market Summaries Data for private purposes as described in article C.3.2 of the General Terms and Conditions of Publication (2007).
- The Customer is entitled to use the Market Summaries Data within the organisation of the Customer or the Customer's Group, but shall not redistribute the Market Summaries Data in any way to third parties.

**5. FEES**

- The applicable fees can be found in Annex A hereto.

## 6. AUDIT RIGHT

- The Publisher has the right to conduct an audit, at its expense, of the Customer's records in order to verify compliance with the terms and conditions of this order form and the applicable General Terms and Conditions. The Publisher shall give the Customer 60 (sixty) day's prior written notice of the audit. The Publisher shall conduct the audit during normal business hours and shall not conduct more than one audit a year during the term of this order form. The persons who conduct the audit shall be subject to security and confidentiality requirements as imposed by the Customer. The Publisher has the right to give the Customer less notice if it has valid grounds to believe that the Customer may have violated the terms of the order form or the General Terms and Conditions.
- The Customer shall give all persons designated by the Publisher the right to access the premises of the Customer and any other location where the Customer keeps accounting data during normal business hours to enable the Publisher to conduct its audit.
- The Customer agrees that the Publisher shall have access to The Customer's records of invoices, payments and other receivables and all other accounting records, technical documents and similar information which would enable the Publisher to establish the extent to which the Customer is complying with the provisions of this order form.
- The Publisher shall keep confidential all records, documents and information to which it has access in the course of the audit. The Publisher undertakes to keep confidential all unpublished documents and information it receives from the Customer in the course of the audit.

**THUS AGREED AND SIGNED IN DUPLICATE**

**FOR NYSE EURONEXT**

**FOR THE CUSTOMER**

Signature of  
authorized representative:

Signature of  
authorized representative:

\_\_\_\_\_

\_\_\_\_\_

Name of authorized representative:

Name of authorized representative:

Mr A.J.M.C. Went

.....

Position of authorized representative:

Position of authorized representative:

Managing Director, Information Services

.....

Date: .....

Date: .....

**Please return this form to:**

**NYSE Euronext Information Services  
Account management and sales department  
P.O. Box 19163  
1000 GD Amsterdam  
The Netherlands**

## Annex A

The 2007/08 fees for annual subscriptions are:

<b>Euronext Cash Markets</b>	
• All Euronext cash markets	4.750
• Amsterdam market	1.500
• Brussels market	1.250
• Lisbon market	1.250
• Paris market	2.000
<b>Liffe Derivative Markets</b>	
• All Liffe derivative instruments	6.000
• Interest rate derivative instruments	2.100
• Equities derivative instruments	2.100
• Indices derivative instruments	2.100
• Commodities	1.300
<b>Euronext Indices</b>	
• All Euronext indices	3.750
• Amsterdam Indices	1.250
• Brussels Indices	1.000
• Lisbon Indices	1.000
• Paris Indices	1.500

Prices are in EURO excluding VAT.