



CME STP Trade View User Agreement & Registration Form

This CME STP Trade View Agreement (this “**Agreement**”) sets out the terms on which Chicago Mercantile Exchange Inc., a Delaware corporation whose principal office is located at 20 South Wacker Drive, Chicago, Illinois 60606 (“**CME**”) will provide the user JOINT-STOCK COMPANY “KONDOR” (“**User**”) with access to CME’s Straight Through Processing system (the “**System**”) know as CME STP Trade View for use by the user and each of its affiliates (“**Customer**”)

1 Binding Agreement

- 1.1 This Agreement describes Customer’s rights and responsibilities and states the terms and conditions under which Customer may use the System.
- 1.2 The System will allow Customer to receive and view CME cleared trade data for any cleared trade transactions to which the customer is a counterparty or submitting broker (“**Transactions**”). The System will support Transactions across all CME venues, exchanges and asset classes.
- 1.3 In addition to the terms set forth in this Agreement, CME has published a user manual concerning operating protocols and procedures and the actual use of the System (“**Manual**”). CME shall have the right to amend the Manual on reasonable prior written notice of no less than thirty (30) days, which may be in the form of an email or written notice to Customer, provided, however, that any amendment may be made effective immediately on notice to Customer where in CME’s reasonable opinion, it is necessary to permit the System and/or CME to comply with any applicable legal or regulatory requirement, applicable market convention or to facilitate the continued operation or use of the System or any part thereof. Customer’s continued use of the System following the stated effective date of any new or amended Manual shall be deemed to constitute acceptance of such Manual by Customer. In the event of any inconsistency between the terms of this Agreement and the Manual, the terms of this Agreement shall prevail.

2 Access to the System

- 2.1 CME hereby grants Customer, until such time as this Agreement is terminated pursuant to Section 10 below, a revocable, non-exclusive, non-transferable license to access and use the System, as it may exist from time to time, and to install and utilize any systems, software, hardware and/or communications links furnished by CME from time to time, solely for use by the Customer in accordance with the terms of this Agreement.
- 2.2 Customer acknowledges and agrees that it is responsible, at its own expense, for procuring, installing, operating and/or maintaining any Internet bandwidth and access, communications or other information technology items that are required to access the System. Operating instructions and a description of the minimum required configuration to access and use the System are available from CME at any time upon reasonable request.
- 2.3 Customer will not, and will ensure that its employees and agents will not, tamper with, adapt, reverse engineer, decompile, disassemble, modify, assign, sell, transfer, lease, charge, copy, disseminate or otherwise dispose of the System in whole or part.
- 2.4 CME will issue user IDs and passwords to those individuals (each, an “**Authorized User**”) identified by Customer as authorized to access and utilize the System on its behalf. A User ID may not be shared with anyone other than the individual to whom it is assigned. Customer is responsible for the use of all user IDs assigned to Authorized Users identified by Customer. CME shall not be liable or responsible in the event of any misappropriation, misuse or theft of any user IDs unless and only to the extent such misappropriation, misuse or theft is attributable to the negligence or wrongful conduct of CME.

3 The System

- 3.1 CME shall, during the term of this Agreement, provide the System to Customer on such days and hours as it may establish and notify to Customer from time to time.
- 3.2 CME does not guarantee that the System will always be accessible, and Customer acknowledges that access to and operation of the System may be prevented by circumstances beyond CME's control. CME has the right at any time to withdraw, suspend or modify the availability of all or part of the System in its absolute discretion with or without notice to Customer. Customer accepts and agrees that it is entirely responsible for all mapping, access and connections, and any errors or problems arising therefrom, with any third party system or software that has not been installed and/or is not owned or provided by CME.
- 3.3 CME shall have the right with or without notice (but giving as much notice as reasonably practicable) to suspend or limit any party's access to all or part the System, or to decline to grant access to the System to any employee or representative of Customer, for any reason, including, without limitation, in the event that (i) Customer is not eligible for such access under the Guides; (ii) CME, in its reasonable opinion, considers such action to be necessary to protect and preserve the security or integrity of the System, CME's rights in the System or other users of the System; or (iii) CME suspects System abuse, misuse or non-use.
- 3.4 For purposes of this Agreement, "System" shall also be deemed to include any modification to the System or any successor confirmation system offered by CME.

4 Misuse of the System

- 4.1 Customer shall (i) comply with all reasonable instructions notified to Customer by CME from time to time in relation to Customer's access to and use of the System; and (ii) notify CME immediately of any defect in the System or any unauthorized access or change to the System of which Customer becomes aware.

5 Customer Charges

- 5.1 Customer's access to and use of particular features offered on the System are subject to the charges and fees set forth in the attached Addendum "A", which CME may update from time to time on no less than 90 days' notice to Customer. CME will invoice Customer on a monthly basis for any charges incurred by Customer, and Customer agrees to pay all such charges within 45 days of its receipt of any such invoice.

6 Representations and Warranties

- 6.1 Each party represents and warrants to the other that (i) it has the power and authority to enter into and perform this Agreement; (ii) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms; and (iii) the entering into and performance of this Agreement will not violate any applicable laws or regulations, or any agreement by which it is bound or by which any of its assets are affected.

7 CME's Intellectual Property Rights

- 7.1 Customer acknowledges and agrees that all Intellectual Property Rights (as defined below) in and to the System are owned by, or licensed to, CME, and Customer agrees such Intellectual Property Rights shall remain vested exclusively in CME and/or its licensors and/or their respective successors both during and after the term of this Agreement.
- 7.2 For the purposes of this Agreement, "**Intellectual Property Rights**" shall mean all right, title and interest in and to (i) trade marks, service marks, brand names and other indications of origin and the goodwill associated with the foregoing; (ii) inventions, patents, trade secrets, know-how, processes and systems; (iii) copyright; and (iv) any other intellectual property or similar proprietary rights in any jurisdiction, in each case whether registrable or not.
- 7.3 Customer acknowledges that the Intellectual Property Rights in the System are a valuable asset of CME and/or its licensors and/or their respective successors, and Customer agrees to protect and safeguard the Intellectual Property Rights in and to the System by using the same degree of care that Customer generally uses to protect its own Intellectual Property Rights, business assets and confidential information, but in any event with no less than a reasonable degree of care.
- 7.4 Customer shall promptly notify CME upon becoming aware of any infringement or misappropriation of any Intellectual Property Rights of CME or its licensors. The Customer shall comply with all reasonable requests made by CME (at CME's reasonable expense) to protect and enforce the Intellectual Property Rights of CME or its licensors in the System.

8 Indemnities

- 8.1 Customer shall fully indemnify CME, its employees, agents and each of its members for any direct losses that CME may suffer as a result of Customer's breach of these terms and conditions.

9 Confidential Information.

- 9.1 Customer acknowledges and agrees that information pertaining to the System and all documentation provided by CME in relation to the System are proprietary and confidential information of CME ("**CME Confidential Information**"). Customer shall protect the CME Confidential Information against unauthorized disclosure by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of such CME Confidential Information as Customer uses to protect its own confidential information of a similar nature. CME Confidential Information shall not be considered confidential to the extent such information is: (i) already known by Customer free of restriction at the time it is obtained; (ii) subsequently learned by Customer from an independent third party free of restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act of the receiving party; or (iv) is independently developed by Customer without reference to any CME Confidential Information.
- 9.2 CME acknowledges and agrees that the information submitted by Customer to CME regarding Transactions executed by Customer, including without limitation the parties, products, prices and other terms of such Transactions, are proprietary and confidential information of the Customer ("**Customer Confidential Information**"). CME shall protect the Customer Confidential Information against unauthorized disclosure by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of such Customer Confidential Information as CME uses to protect its own confidential information. Notwithstanding the foregoing, it is expressly understood and agreed that CME may disclose Customer Confidential Information as may be necessary or appropriate to obtain confirmation of each of Customer's Transactions through the System and, in particular, CME may disclose information related to any particular Transaction executed by Customer to the counterparty, exchange, clearing facility and/or broker involved in such Transaction in connection with its operation of the System. Confidential Information shall not be considered confidential to the extent such information is: (i) already known by CME free of restriction at

the time it is obtained; (ii) subsequently learned by CME from an independent third party free of restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act of the receiving party; or (iv) is independently developed by CME without reference to any Confidential Information.

- 9.3 Each party acknowledges and agrees that monetary damages would be difficult to calculate and may not adequately compensate the other party in connection with an actual or threatened breach of any of the foregoing provisions of this Section 9 by such party. Accordingly, each party hereby expressly waives all rights to raise the adequacy of the other party's remedies at law as a defense if the other party seeks to enforce by injunction or other equitable relief the due and proper performance and observance of any of the foregoing provisions of this Section 9. Notwithstanding the foregoing, each party shall be entitled to pursue any other available remedies at law or equity, including the recovery of monetary damages, with respect to the actual or threatened breach of the foregoing provisions of this Section 9.

10 Termination

- 10.1 Either party may terminate this Agreement on no less than 90 days' written notice to the other. Immediately on termination, Customer shall cease to use the System and shall deliver to CME or destroy all copies of the software provided by CME for use in association with the System in its possession or control.
- 10.2 Any termination of this Agreement whether in whole or in part shall not affect the accrued rights or liabilities of either party under this Agreement.

11 Limitation of Liability

- 11.1 CME DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED TO USER AS A RESULT OF CME'S NEGLIGENCE OR WILFUL MISCONDUCT.
- 11.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CME, NOR ANY OTHER CME ENTITY OR AFFILIATE, NOR ANY BROKER, EXCHANGE OR CLEARING FACILITY AUTHORIZED TO USE THE SYSTEM, NOR CME'S TECHNOLOGY SUPPLIERS, AGENTS AND SUBCONTRACTORS (COLLECTIVELY, "**CME PARTIES**"), SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, USE OR MISUSE OF THE SYSTEM, OR RELIANCE ON THE SYSTEM, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM AND WHETHER OR NOT CME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.3 SAVE IN RESPECT OF SECTION 11.1, IN NO EVENT SHALL ANY CME PARTY'S AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTIONS (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE AMOUNT OF US\$25,000.00.
- 11.4 NO CME PARTY SHALL BE LIABLE FOR THE CAPACITY, RELIABILITY, AVAILABILITY, ACCURACY OR PERFORMANCE OF THE SYSTEM, FOR ANY LOSS, EXPENSE OR DAMAGE SUFFERED BY CUSTOMER AS A RESULT OF ANY SYSTEMS OR COMMUNICATIONS FAILURES OR THE ACTS OR OMISSIONS OF OTHER USERS.
- 11.5 CUSTOMER REPRESENTS AND WARRANTS TO CME THAT IT ACCEPTS THAT THE RESTRICTIONS ON THE LIABILITY OF CME, AFFILIATES OF CME, PARTICIPATING BROKERS, EXCHANGES AND CLEARING FACILITIES, CME'S TECHNOLOGY PROVIDERS, AGENTS AND SUB-CONTRACTORS AS SET OUT IN THIS AGREEMENT ARE REASONABLE IN ALL THE CIRCUMSTANCES AND CUSTOMER ACKNOWLEDGES THAT THE PRICE OR PRICES CHARGED BY THE CME PARTIES ARE BASED ON THE CUSTOMER'S ACCEPTANCE OF THE ALLOCATION OF RESPONSIBILITY AND LOSS EFFECTED BY THIS AGREEMENT AND, IN PARTICULAR, THIS SECTION.

- 11.6 Customer agrees that it shall have no direct cause of action under this Agreement to bring any claims against third party technology and service providers.
- 11.7 For purposes of responsibility and limitations of liability, Customer expressly acknowledges and agrees that CME Parties are intended beneficiaries of all of the protections and limitations of liability referenced in this Agreement, specifically including but not limited to the protections and limitations of liability set forth in Section 11.

12 Miscellaneous

- 12.1 Any provision in this Agreement which must survive the termination or expiration of this Agreement shall survive and continue after any expiration or termination of this Agreement and shall bind the parties and their legal representatives, successors and assigns.
- 12.2 For the purposes of this Agreement, “**Affiliates**” shall mean a company that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with CME or Customer.
- 12.3 The parties to this Agreement are and shall remain independent contractors, and nothing herein shall be construed to create a partnership or joint venture between them.
- 12.4 At no time shall a failure or delay in enforcing any provisions, exercising any option or requiring performance, be construed to be a waiver.
- 12.5 Unless otherwise specified, all notices to be provided under this Agreement shall be in writing and delivered personally, posted, first class post, postage prepaid, or delivered by confirmed electronic mail, fax or digital means, to the addresses set forth in the Customer’s registration documentation or to the electronic mail or fax address to which confirmations for Transactions are sent. All notices shall be deemed given, on the date personally delivered, when placed in the mail as specified, or when electronic or digital confirmations are received.
- 12.6 No liability or loss of rights under this Agreement shall arise from any delay or failure in performance (other than payment) caused by “Force Majeure Event” which is any circumstance beyond the reasonable control of the party affected thereby, including, without limitation, acts of God, fire, flood, war, government action or compliance with laws or regulations.
- 12.7 This Agreement, together with any applicable Guides referred to herein, constitutes the entire agreement between Customer and CME relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements.
- 12.8 CME may amend this Agreement at any time by posting amendments on the CME website and any such amendments will be prospectively binding on Customer.
- 12.9 This Agreement may not be assigned or transferred by Customer without the prior written consent of CME.
- 12.10 Where the Customer supplies to CME any personal data of any data subject (each term as defined in the UK Data Protection Act 1998 as amended) Customer shall ensure that any such data subject shall have consented to CME for transferring such personal data to the United States and otherwise processing such personal data as reasonably necessary for the performance of this Agreement.
- 12.11 This Agreement shall be governed by the laws of the State of New York, including its Uniform Commercial Code, without reference to principles of conflicts of laws. The parties hereby submit themselves to the jurisdiction of the state and federal courts of the State of New York for purposes of resolving any disputes which may arise out this Agreement.

