

## Subscription to VINX Index Weights

### Terms & Conditions

(as of 1<sup>st</sup> March 2014):

- 1) The Customer has ordered a subscription for VINX Index Weights in accordance with Oslo Børs Subscription Order Form and the Terms and Conditions contained herein.
- 2) The Products ordered are described in the prevailing Fact Sheet for VINX Index Weights. Oslo Børs will throughout the term of this agreement supply the ordered information to the Customer on a non-exclusive basis, and grants the Customer a non-exclusive licence to use the information in accordance with the terms contain herein.
- 3) Oslo Børs reserves the right to with reasonable notice and in its absolute sole discretion to add, alter or withdraw any Product or part of the information.
- 4) Subscriptions run from the date specified in the Subscription Order. A receipt for a Subscription Order placed will be sent by e-mail to the e-mail address stated in the order form. In the event that an invoice has not been paid by the due date indicated on the invoice, Oslo Børs reserves the right to discontinue the delivery with 30 – thirty – days' written notice. Delivery will not resume until payment has been received.
- 5) The subscription charge is payable in advance for each subscription period. The subscription period is identical to the calendar year. If a subscription is ordered during a subscription period, a pro rata charge is payable for the number of months left in the subscription period.
- 6) Failure by the Customer to pay by the due date any amounts due under this Agreement shall make the Customer liable to pay Oslo Børs interest on the balance outstanding from the due date in accordance with the Overdue Payments Interest Act (Norway) of 19 December 1976 No 100, § 3.
- 7) Prices may be adjusted with three months' notice prior to the end of a subscription period. The prevailing prices are listed in the Price List at [www.oslobors.no](http://www.oslobors.no). All prices are exclusive of any value-added tax or any local taxes arising from the agreement.
- 8) This Agreement will come into force on the Commencement Date and will continue in force until either Party terminates the Agreement by giving the other Party not less than three months' prior written notice to expire at the end of a calendar month.
- 9) Oslo Børs and Nasdaq OMX will retain all intellectual property rights contained in the information supplied to the Customer. FTSE International Limited is the owner of all intellectual property rights in the ICB model.
- 10) The VINX Indices are based on the Industry Classification Benchmark – ICB®. The Industry Classification Benchmark ("ICB") is a product of FTSE International Limited and has been licensed for use. "FTSE®" is a trade mark of London Stock Exchange and is used by FTSE under license. FTSE and their licensors and affiliates do not accept liability to any person for any loss or damage arising out of any error or omission in the ICB. No use or distribution of ICB may be made without a license from FTSE. You may use the ICB solely for internal purposes and you may not use any ICB to create a securities classification designation or system or to create any financial products or indices. The VINX Index Weights is not issued, sponsored, endorsed, sold or promoted by FTSE.

- 11) The Parties acknowledge that information of confidential nature relating to the business of the other may be disclosed to it under this agreement. Each Party undertakes to hold such information in confidence and not, without the consent of the other, disclose it to any third party nor use it for any other purpose other than the performance of this agreement.
- 12) Oslo Børs and Nasdaq OMX are the owner of all intellectual property rights in the VINX Index Weights. The provisions of the Intellectual Property Act protect the VINX Index Products and Oslo Børs and Nasdaq OMX has the exclusive right of disposal over the VINX Index Products. The making available of the VINX Index Products outside the private sphere, reproduction of it, which is not intended for private use or is not otherwise authorised by law, is only permitted after special agreement with Oslo Børs and Nasdaq OMX. No part of the information may be redistributed nor displayed, presented or made available on a Public Internet website or on a continuous basis, by use of Internet techniques such as "framing" or "streaming" etc. Payment of subscription is regarded as acceptance of these terms of use. "Reproduction" shall be deemed to include downloading and storing on a computer, diskette or other device capable of reproducing the material. "Making available" is deemed to include actively transferring the information or handing it over to other parties as well as enabling other parties to access the information.
- 13) The Customer may not publish, reproduce, process or change the VINX Index Product in any way, in full or in part, except as stated below:
  - i.) The End User's right of use is limited to those actions which are only performed for the End User's own business or profession, but never in such a way that they result in or could result in any form of exploitation, commercial or otherwise, of the Index Product or copies thereof, or give or transfer the related rights of use in any form whatsoever, or make them available in any way whatsoever to third parties, encumber them with a restricted right, or transfer them as part of any partnership or joint venture, unless prior express written permission has been given by Oslo Børs and Nasdaq OMX.
  - ii.) In addition to the above, the Data Vendor's right of use includes the right to make all or part of the VINX Index Product available to third parties, if desired in a processed or modified form, under the same conditions as those that apply to Oslo Børs making the Index Product available to End Users. Data Vendors may only make the VINX Index Product available to third party data vendors if such third party data vendor has entered into a contract regarding the VINX Index Product with Oslo Børs and Nasdaq OMX.
- 14) Oslo Børs and Nasdaq OMX does not warrant that the supply of the information will be free of errors and interruptions.
- 15) Oslo Børs and Nasdaq OMX accept no responsibility for errors or inaccuracies in the information or delivered products. Neither does Oslo Børs or Nasdaq OMX assume any liability whatsoever for any direct or indirect loss, damage, costs, claims and expenses
  - resulting from use of such information or products.
  - arising from electrical or telecommunication breakdown
  - arising from any error or omission in the collecting, processing, storing, making available for supply or supplying for the information

- 16) To the extent permitted by law, under no circumstance will Oslo Børs's or Nasdaq OMX's liability under this agreement exceed an amount equal to the current annual subscription charge paid for the ordered products, regardless of the cause or form of action.
- 17) Oslo Børs and Nasdaq OMX reserves the right to hold the Customer legally responsible for any claim from a third party in relation to the customer's receipt, storage and use of the VINX Index Products. The Customer is also fully responsible for any loss caused by the customer's wrongful use of the Index Products.
- 18) When requested by Oslo Børs or Nasdaq OMX the Customer shall deliver documentation about the customers' receipt, storage and use of the VINX Index Weights. Oslo Børs or Nasdaq OMX reserves the right to audit without notice the customer's receipt, storage and use of the VINX Index Weights.
- 19) In the event of a dispute concerning the interpretation or the legal effect of this agreement, the parties shall seek to resolve the dispute through negotiations. If an amicable settlement cannot be reached within a reasonable time, each party may submit the dispute to the ordinary courts of Norway. The venue shall be Oslo District Court. The laws of Norway shall govern this Agreement.

## Ordering the VINX Equity Index Weights

Please tick off the product or fill in the number of licences you require in the form below. The number of licences must match the number of internal users of the Equity Index Weights over and above the initial licence. Please circle the amount for internal or external distribution.

### VINX All Official Equity Index Weights:

\_\_\_\_\_ All Official Equity Indices (daily – licence fee)

### Customised and other unofficial Indices are available upon request from Oslo Børs

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Contact information:** All spaces marked with \* must be completed

\* Name of firm: \_\_\_\_\_

\* No. In Register of Business Enterprise: \_\_\_\_\_

\* Postal address: \_\_\_\_\_

\* Postcode/city: \_\_\_\_\_

\* Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

\* Contact person: \_\_\_\_\_

Title: \_\_\_\_\_

\* E-mail address \_\_\_\_\_

(Delivery address)

We hereby order the Stock Exchange Equity Indices as per the above specification and confirm that we have read, and accepted the delivery terms.

Place: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Customer signature

**Please return the Subscription Order to:**

**Oslo Børs ASA, Information Services, Tollbugata 2, P.O. Box 460 Sentrum, NO-0105 Oslo  
or by email: [products@oslobors.no](mailto:products@oslobors.no)**