



OSLO BØRS ASA

**Standard Information Distribution Agreement
for Mutual Funds**

THE PARTIES:

1. **Oslo Børs ASA** whose registered office is at Oslo, Norway as specified in **Schedule 2** (hereafter referred to as "Oslo Børs")

and

2. **<name >** whose registered office is at **<city >**,
<cntr > as specified in Schedule 2 (hereafter referred to as the "Vendor"),

together referred to as the "Parties" and individually as a "Party".

WHEREAS

- A. Oslo Børs collects and compiles Information regarding mutual funds, hereinafter known as the Information as defined below and described in **Schedule 1**.
- B. The Vendor distributes and makes available information services (the "Services") for either Internal Distribution or External Distribution and wishes to receive the Information for use in its Services.
- C. Oslo Børs agrees to provide the Information and to permit the Vendor to use, store, process, reproduce, make available and distribute the Information as part of its Services, in accordance with the provisions of this Agreement or any **Schedules** hereto.

THE PARTIES HEREBY AGREE AS FOLLOWS:

DEFINITIONS:

In this Agreement the following terms mean:

Access Point: the place of delivery of the Information as specified in **Schedule 1**.

Agreement: this agreement, together with any **Schedule**, as may be amended from time to time.

Business Day: any day on which Oslo Børs is open for business and the Information is distributed.

Client: any individual or legal person who, by agreement with the Vendor, is receiving the Information from the Vendor or from any member of the Vendor's Group or is authorised by the Vendor or any member of the Vendor's Group to access the Information, whether or not they are paying fees for such a service.

Commencement Date: the date this Agreement has been signed by both Parties.

External Distribution: Use of the Information by Vendor for distribution purposes outside of Vendors Group.

Fees: the Fees specified in **Schedule 1** below, which the Vendor will pay to Oslo Børs for the supply of the Information by Oslo Børs.

Information: the information content of the products described in **Schedule 1**, as it may be amended from time to time.

Insubstantial Information: an insubstantial amount of the Information meaning (a) information calculated or derived from the Information and from which the Information cannot be back calculated or reverse engineered and/or (b) charts and graphs of or representing the Information but through which access to the actual Information cannot be obtained and/or (c) Limited Extracts

of price, net asset values, returns and dividend information, year high and year low prices and risk figures.

Internal Distribution: Use of the Information by Vendor for internal purposes within Vendors Group.

Intellectual Property Rights: patents, trade marks, service marks, trade and service names, copyrights, topography rights, database rights and design rights whether or not any of them are registered and including applications for any of them, trade secrets and rights of confidence; all rights or forms of protection of a similar nature or having similar or equivalent effect on any of them which may subsist anywhere in the world.

License Fee: the lump sum fee, specified in **Schedule 1**, payable by the Vendor to Oslo Børs for the right to use and/or distribute the Information. There are separate fees for Internal Distribution and External Distribution. See also **Schedule 1**.

Limited Extracts: Information provided only

- (a) On an ad hoc, infrequent or irregular basis; or
- (b) Only in respect of funds about whom the Information is provided by Oslo Børs and which the Client concerned either manages, sponsors, advises, sells or acts as broker to or
- (c) In a publication or place at any time in respect of a small number of funds (not more than 5%) totalling by number of the total number of funds in the Information provided by Oslo Børs at that time to the Vendor.

Under all circumstances: The Information must always be limited to such an extent that it does not constitute a rival or competing service to the one provided under this Agreement by Oslo Børs to the Vendor, or any substantial part of it.

Quarter: Each period of three calendar months beginning on 1 January, 1 April, 1 July and 1 October in each year.

Redistributor: A Client receiving the Information from a vendor (including the Vendor) or from another Redistributor for the redistribution of the Information to third parties, except as provided under **Schedule 5** of this Agreement. Unless otherwise agreed, any Redistributor shall enter into a separate agreement with Oslo Børs, similar to this Agreement, prior to the Vendor supplying the Information for the purposes of redistribution. For the avoidance of doubt a Client who redistributes only Insubstantial Information shall not be classed as a “Redistributor” for the purposes of this Agreement.

Service: Any service provided by the Vendor’s Group from time to time in any form including by way of distribution regardless of the means of access to the Information or its delivery to a third party.

Technical Specifications: or relevant technical specifications for the delivery of the Information in accordance with “Point for Access” as referred to in **Schedule 1** and described in the Mutual Fund Feed – Fact Sheet.

Updates: or regular updates of the Information by way of added data and change files as described in the Technical Specifications or the Mutual Fund Feed – Fact Sheet.

Vendor’s Group: The Vendor and its subsidiaries (a company in which the Vendor owns directly or indirectly more than 50% (fifty percent) of the issued share capital and over which it exercises effective control), including the Vendor, and any holding company of the Vendor and any subsidiary of such holding company, as well as any third Party authorised by the Vendor’s Group to distribute the Information to the Clients. A third Party may only be authorized to be part of the Vendor’s Group if:

- i) The Information is part of a Vendor’s Service and

- ii) The Vendor is responsible for due compliance by the third Party of the applicable terms and conditions of this Agreement.

A list of Vendor's Group members and authorized third Parties is contained in **Schedule 3**, as may be amended from time to time by agreement between the Parties.

1 SCOPE OF THE AGREEMENT

- 1.1 Oslo Børs will throughout the term of this Agreement
 - i) Supply the Information, whether directly or indirectly, to the Vendor's Group on a non-exclusive basis; and
 - ii) Grant to the Vendor's Group a non-exclusive worldwide license in accordance with the terms of this Agreement.
- 1.2 The Vendor will use the Information in accordance with this Agreement and pay Oslo Børs the Fees, in accordance with clause 9 and **Schedule 1** to this Agreement.
- 1.3 Any Redistributor shall enter into a separate agreement with Oslo Børs, similar to this Agreement, prior to the Vendor supplying the Information, (if it exceeds Insubstantial Information), for the purposes of redistribution.

In the event a Redistributor signs this Agreement (or an agreement with terms identical with this Agreement), the rights and obligations applying to a "Vendor" shall be construed and interpreted as applying to any such Redistributor.

2 TERM

- 2.1 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 six (6) months prior written notice to expire at the end of a calendar month.

3 SUPPLY OF INFORMATION

- 3.1 Subject to clause 5.3 Oslo Børs will retain all Intellectual Property Rights contained in the Information, as supplied to the Vendor.
- 3.2 Oslo Børs will make the Information and any Updates available at the Access Point either directly or indirectly and in accordance with the method of data supply described in the Technical Specifications or the Mutual Funds Feed – Fact Sheet.
- 3.3 Historical Source Data from Oslo Børs will only be made available in accordance with a separate agreement.
- 3.4
 - a) The Information will be supplied by electronic means at the Access Points set forth in **Schedule 1**. Unless otherwise agreed by the Parties, Oslo Børs shall give the Vendor not less than 90 (ninety) days written notice of major changes to the Oslo Børs Technical Specifications. Minor changes to the Oslo Børs Technical Specifications and other changes in the Information that do not affect the Technical Specifications can be made with adequate, reasonable written notice.
 - b) In the event any such change to Technical Specifications requires the Vendor to modify its equipment, and in case any such modification prevents the Vendor from receiving the Information for five consecutive Business Days or more, the Vendor's obligation to pay Fees pursuant to clause 8 and **Schedule 1** shall be waived from the date of such change until the Vendor is able to resume receiving the Information. If the Vendor chooses not to modify its equipment in accordance with the changes in the Technical Specifications, the Vendor has the right to terminate this Agreement with 90 days written notice.

- 3.5 a) Oslo Børs shall maintain technical resources, which in its reasonable opinion are necessary to maintain the hardware and software, required for the provision of the Information.
- b) The Vendor shall be solely responsible for ensuring that its hardware and software are available to receive the Information and for correcting errors and overcoming breakdowns and interruptions occurring after the Information have been delivered.
- 3.6 a) Oslo Børs does not warrant that the supply of the Information will be free of interruption. However, Oslo Børs will use reasonable endeavours:
- To give the Vendor immediate notice of any such interruption; and
 - When possible, to give an estimate of the time necessary to remedy any such interruption; and
 - In any case, to promptly remedy any such interruption as soon as practicable after Oslo Børs becomes aware of it.
- b) In case of an interruption in the delivery of the Information (whether such an interruption is caused by Oslo Børs, by the Vendor or by an external cause), Oslo Børs may at its own sole discretion, upon the Vendor's request and where reasonably practicable, retransmit the Information lost during the interruption.
- c) In the event that, during any Quarter, Oslo Børs fails to provide the Information for 5 (five) consecutive Business Days or more, the Fees payable pursuant to **Schedule 1** shall be reduced in respect of each Business Day that such failures occur by an amount equal to the Fees for the calendar year divided by the yearly number of Business Days Oslo Børs failed to provide the Information, without prejudice to any other rights and remedies the Vendor may have under this Agreement.
- 3.7 Oslo Børs will supply the Technical Support specified in **Schedule 4**.

4 QUALITY OF THE INFORMATION

4.1 Oslo Børs represents that:

- a) It provides the Vendor with the best available Information and that the Information is of a quantity and quality (including in terms of consistency, accuracy, timeliness and comprehensiveness) at least equal to comparable Information supplied by Oslo Børs to any other third Party from time to time. Oslo Børs shall not discriminate against the Vendor compared to other information vendors or Clients receiving the Information directly from Oslo Børs with respect to the quality and scope of the current or future Information.
- b) It will use reasonable efforts to ensure that any Information delivered or transmitted to the Vendor by electronic methods shall be free from virus; and
- c) Although it does not warrant that the Information will be complete or error-free, Oslo Børs will however use reasonable endeavours to :
- Ensure that the Information is accurate and complete;
 - Notify the Vendor of any errors or omissions in the Information as soon as reasonably practicable after it becomes aware of them; and
 - Take the necessary steps to have any such errors or omissions corrected as soon as reasonably practicable after Oslo Børs becomes aware of them.
- 4.2 a) Oslo Børs reserve the right in its sole discretion to:
- i) Introduce in addition to the existing Information new products;
 - ii) Withdraw from the Information any products; and
 - iii) Add to, alter or delete any part of the Information

provided, however that,

- i) Oslo Børs shall give to the Vendor not less than 90 (ninety) days' prior written notice, whenever possible, and
 - ii) Any such introduction, withdrawal, addition, alteration or deletion shall be applied equally to all information vendors who have selected the same type of Information as the Vendor.
- b) If, in the Vendor's reasonable opinion, such proposed withdrawal, alteration or deletion would significantly reduce the quality or alter the nature of the Information, the Vendor may terminate this Agreement without liability and without affecting any of its other rights or those of any other member of the Vendor's Group by written notice within 30 (thirty) days of the date of Oslo Børs' notice. In such a case, termination of this Agreement will be effective on the date the withdrawal, alteration or deletion takes effect.

5 VENDOR'S USE OF THE INFORMATION (GRANT OF LICENSE)

- 5.1 a) Oslo Børs hereby grants to the Vendor's Group, in consideration of its payment of the License Fee the following non exclusive worldwide license for External Distribution as follows:
- i) Use, store, process, reproduce, make available and distribute the Information to its Clients worldwide (which in this clause 5 includes any Information so processed) in any way or form (including but not limited to by means of teleprinter, data feed, screen-based news retrieval services, graphics services, radio, television, print media, Internet or any other means), subject to the terms of this Agreement.
 - ii) Compile the Information in whole or in part in a Service; and
 - iii) Redistribute and otherwise market or make available the Information in whole or in part, in any way or form, to the Clients on a worldwide basis, through private or public networks, on the terms which the Vendor's Group considers appropriate from time to time, which terms shall not be inconsistent with this Agreement.
 - iv) Redistribute and otherwise market or make available the Insubstantial Information in whole or in part, in any way or form, to any third parties as end users and/or for them to redistribute on a worldwide basis, through private or public networks, on the terms which the Vendor's Group considers appropriate from time to time and free of any other obligations under this Agreement.
- b) Oslo Børs hereby grants to the Vendors Group in consideration of its payment of the License Fee the following non-exclusive worldwide license for Internal Distribution:
- i) Use, store, process, reproduce, make available and distribute the Information internally within the Vendors Group (which in this clause 5 includes any Information so processed) in any way or form (including but not limited to by means of teleprinter, data feed, screen-based retrieval services, graphics services, print media, Internet or any other means), subject to the terms of this Agreement.,
 - ii) Compile the Information in whole or in part in a Service and;
 - iii) Not redistribute the Information or Insubstantial Information save in accordance with the license stated in 5.1a) above
- c) The Vendor's Group will have complete editorial freedom in respect of the form and content of the Service, subject to the provision of clause 5.1a). The Vendor and the Vendor's Group shall not knowingly misrepresent the Information.
- d) Subject too technical or other constraints, according to which the Vendor's decision will be final, the Vendor's Group will attribute Oslo Børs as the source of the Information.
- e) The Vendor is responsible for informing the Vendor's Group of the existence of this Agreement and of the rights and obligations of the members of the Vendor's Group according to this Agreement. If the Vendor fails to inform a member of the Vendor's Group of this Agreement and its implications for members of the group and such member enters

into a Distribution Agreement with Oslo Børs, then Oslo Børs, if acting in good faith and unaware that such entity is a member of the Vendor's Group, shall not be obliged to repay the Licence Fee or any other Fee which Oslo Børs has received from said member of the Vendor's Group under such member's Distribution Agreement, notwithstanding that Oslo Børs or such member of the Vendor's Group later discovers that such Fee would not have been charged if Oslo Børs had known that said member was part of the Vendor's Group.

- 5.2 All Intellectual Property Rights subsisting in or relating to:
- a) The inclusion of the Information (as processed by the Vendor) in a Service; and
 - b) Any collection, compilation or other work in which the Information or any part of it is included which is created by or on behalf of the Vendor's Group, will be owned by the Vendor's Group. The right of the Vendor's Group over the Information once integrated in one of its Services shall not affect Oslo Børs' Intellectual Property Rights in the original Information sent to the Vendor, as mentioned in clause 3.1.
- 5.3 Nothing in this Agreement will affect the rights of the Vendor's Group to use, promote and redistribute any market information legally obtained from other sources whether or not such information is the same as or similar to the Information.

6 CLIENT'S USE OF THE INFORMATION

- 6.1 The Vendor's Group will make reasonable efforts to ensure that its Clients accessing Vendor's Group web-sites or in any other way gaining access to the Information from any of Vendor's Group's distribution channels will use the Information in accordance with this Agreement. For that purpose, the Vendor's Group will substantially provide in their subscriber agreements or at their web-sites or in other of their non-access and/or agreement-controlled distribution channels through which more than Insubstantial Information may be accessed or viewed the terms and conditions outlined in **Schedule 5**. The obligation under this Clause 6.1 shall not apply to the distribution of Insubstantial Information.
- 6.2
- a) Oslo Børs may in its reasonable discretion require the Vendor to discontinue the supply of Information to any sites for which a Client has failed to meet its obligations under this Agreement stated to be in relation to such Client.
 - b) In such cases:
 - i) Oslo Børs must provide a notice in writing to the Vendor concerned at least 10 (ten) days prior to the disconnection date;
 - ii) The period of disconnection must be clearly stated. If disconnection is open-ended, Oslo Børs must inform the Vendor as soon as the ban on supply of Information is lifted;
 - iii) The reason for the disconnection must be clearly stated; and
 - iv) Oslo Børs will not under any circumstance indemnify the Vendor for any loss or claim, including without limitation unpaid fees or Service subscriptions arising as a result of the disconnection.

7 WARRANTIES

- 7.1 Oslo Børs represents and warrants that:
- a) It has the right to supply the Information to the Vendor's Group for the purposes specified in this Agreement and that the Information and its use as specified in this Agreement will not infringe any Intellectual Property Rights of any third Party; and
 - b) The supply of the Information to the Vendor will not infringe any applicable statute, law, rule or regulation.
- 7.2 This Clause 7 survives termination of this Agreement.

8 INDEMNITY AND LIABILITY

- 8.1 Oslo Børs is solely liable for and will indemnify the Vendor's Group against:
- a) All direct loss, damage cost or expense arising out of claims or proceedings relating to the possession, use or exploitation of the Information by the Vendor's Group and/or the Clients, based on the fact that such possession, use or exploitation infringes any Intellectual Property Rights of any third Party, on the condition that Vendor informs Oslo Børs in writing of the infringements as soon as reasonably possible after the Vendor learns of it , and allows Oslo Børs to modify the infringing item such that it no longer constitutes an infringement; or
 - b) All direct loss, damage cost or expense arising out of any material breach by Oslo Børs of any express condition, warranty or undertaking under this Agreement; or
 - c) All direct loss, damage cost or expense arising out of Oslo Børs' gross negligence or wilful misconduct.
- 8.2 In the cases described in clause 8.1a), without affecting the Vendor Group's other rights, Oslo Børs will, at its own expense in relation to any such claim or proceeding, promptly:
- a) Procure for the Vendor's Group any required licence, consent or authorisation necessary to permit the Vendor's Group to perform any act authorised by this Agreement; or
 - b) Modify or replace or procure the modification or replacement of any part of the Information which is necessary to ensure that the relevant infringement is prevented.
- 8.3 Oslo Børs shall not be liable for any loss, damage, costs, claims and expenses whatsoever:
- a) arising from mechanical or electrical or telecommunication breakdown or power failure or malfunction of any computer and/or data transmission or receiving apparatus and/or auxiliary equipment or any other cause beyond the reasonable control of Oslo Børs;
 - b) other than under 8.1a and 8.2 arising from any error or omission in the collecting, recording, processing, storing, making available for supply or supplying of the Information, except to the extent that such loss, damage, costs, claims or expenses arise from the gross negligence or wilful misconduct of Oslo Børs.
- 8.4 The Vendor is solely liable for and will indemnify Oslo Børs against all direct loss, damage cost or expense arising out of:
- a) Any material breach by the Vendor of any express condition, warranty or undertaking under this Agreement; or
 - b) The Vendor's gross negligence or wilful misconduct
- 8.5 The Vendor will not be liable for any loss, damage or cost incurred by Oslo Børs arising from any delays, errors or omissions however occasioned in using, storing, processing, attributing, reproducing or redistributing the Information, except to the extent that such loss, damage or cost is caused by the Vendor's gross negligence or wilful misconduct.
- 8.6 To the extent permitted by law, under no circumstances will each Party's liability under this Agreement exceed an amount equal to the current yearly Fee in accordance with Schedule 1, times two, regardless of the cause or form of action, except with regard to underpayment or non-payment of fees due by the Vendor pursuant to clauses 9 of this Agreement.
- 8.7 Neither Party will be liable to the other for any indirect, special or consequential loss or damage including without limitation loss of profit, business revenue or goodwill or loss of data arising out of this Agreement.
- 8.8 This clause 8 survives termination of this Agreement.

9 FEES AND PAYMENT

- 9.1 The Vendor will pay to Oslo Børs: the Fees specified in **Schedule 1** and any applicable sales taxes and duties payable in respect of the Information.
- 9.2 The Fees will be payable in accordance with **Schedule 1** and this clause 9.

- 9.3 The Fees will be paid in the currency and to the bank account specified by Oslo Børs in **Schedule 2**. All Fees shall be exclusive of any value added tax or any local taxes arising from the Agreement.
- 9.4 a) Oslo Børs may adjust the basis of calculation of the Fees once every calendar year of this Agreement by giving the Vendor not less than 90 (ninety) days prior written notice (or any such other notice period agreed by the Parties – in writing), provided, however, that any such adjustment:
- i) Will apply equally to any other information vendor who has selected the same type of Information; and
 - ii) Will only take effect from the first day of a Quarter.
- b) If as a result of such adjustment, the Fees are to be increased by a percentage above the percentage change in the most recently published Norwegian Consumer Price Index compared with that index published 12 months earlier, the Vendor may terminate the Agreement by giving Oslo Børs written notice within 30 (thirty) days of the date of Oslo Børs notice referred to in clause 9.4a). The Agreement will terminate from the date such increase would have come into effect.
- 9.5 Nothing in this clause 9 will affect the right of the Vendor’s Group in its discretion to set the actual amount it will charge any Client for the provision of the Information.
- 9.6 Failure by the Vendor to pay by the due date any amounts due under this Agreement shall make the Vendor 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.

10 VENDOR’S REPORTING OBLIGATIONS (WHERE APPLICABLE)

Within 1 month following the end of the month of August each year, the Vendor will send Oslo Børs an updated specification of any third parties receiving Information from the Vendor for the purposes of redistribution (Redistributor). Reference is also made to clause 1.3 and the definition of “Redistributor” above.

11 OSLO BØRS’ AUDIT RIGHTS

- a) Oslo Børs may on giving the Vendor 30 (thirty) days prior notice in writing (or any such other notice period agreed by the Parties – in writing) audit themselves or appoint external auditors to audit at its expense the relevant records of the Vendor, during normal business hours and subject to the Vendor ordinary security and confidentiality requirements, not more frequently than once a year during the term of this Agreement, solely to verify compliance with the Agreement and, in particular if the Vendor is supplying information to Redistributors for redistribution. A shorter notice may be allowed where Oslo Børs has good reasons to suspect a breach of the Agreement by the Vendor or a Client and which it explains in full in writing to Vendor or a Client at the time that it seeks to audit on short notice.
- b) The Parties agree that audits shall be conducted in a practical manner where both Parties will cooperate to ensure that the purpose of the audit is achieved with minimum disruption to the business operations of any Parties involved, including Clients where applicable. Oslo Børs reserves the right at their own sole discretion to conduct the audit in accordance with the methods recommended by Oslo Børs’ auditors as being suitable. The Vendor undertakes to keep all records of Redistributors required under this Agreement for the previous 3 (three) calendar years.

12 CONFIDENTIALITY

- 12.1 Each Party acknowledges that information of a 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 purpose other than in the performance of this Agreement. The confidentiality undertaking under this clause 12 will be binding for as long as such information retains commercial value.

- 12.2 This obligation of confidentiality will not apply to information that is generally available to the public through no act or omission of the receiving Party, or becomes known to the receiving Party through a third Party with no obligation of confidentiality, or is required to be disclosed by law, court order or request by any government or regulatory authority.
- 12.3 No public announcement, press release, communication or circular (other than to the extent required by law or regulation) concerning the content of this Agreement will be made or sent by either Party without the prior consent of the other. This consent will not be unreasonably withheld.

13 TERMINATION

- 13.1 Notwithstanding the provisions of Clause 2, either Party may terminate this Agreement forthwith in the event of:
- a) Any material breach of this Agreement by the other Party which is :
 - i) Incapable of remedy; or
 - ii) If capable of remedy, is not remedied within 30 (thirty) days of written notice by the other Party requiring it to be remedied;
 - b) Any proceedings, whether voluntary or involuntary, instituted for the winding-up of the other Party or for the appointment of a receiver, other than for the purpose of a bona fide reconstruction.
- 13.2 In addition to the above, if the Vendor materially breaches this Agreement, Oslo Børs may immediately suspend the provision of Information in whole or in part until the breach is remedied.
- 13.3 Notwithstanding termination of this Agreement pursuant to this clause 13, the Vendor's Group shall have the right, without further obligation to Oslo Børs, to continue using in perpetuity the Information acquired during the term of this Agreement and to use it for any of the licensed purposes set out in this Agreement.
- 13.4 Termination of this Agreement shall not affect the accrued rights or liabilities of the Parties arising out of this Agreement as at the date of termination and all provisions which are expressed to survive this Agreement or which by implication do so shall remain in force and effect.

14 GENERAL

- 14.1 Neither Party may assign any right or obligation of this Agreement without the prior written consent of the other, except that the Vendor may transfer its rights or obligations to a member of the Vendor's Group. Such consent is not to be unreasonably withheld, conditioned or delayed. If any such consent is denied by the Party required to give it, the other Party shall be allowed to terminate this Agreement on 3 (three) months' written notice.
- 14.2 Unless otherwise provided in this Agreement, no variation or modification to this Agreement will be valid unless mutually agreed in writing and signed by both Parties. Oslo Børs reserves the right to make amendments to any **Schedules** (except **Schedules** 1 and 5) in its reasonable discretion to reflect changes in facts and circumstances during the operation of this Agreement, by giving the Vendor the applicable prior written notice set forth in this Agreement.
- 14.3 If any part of this Agreement that is not fundamental is found to be illegal or unenforceable, this will not affect the legality or enforceability of the remainder of this Agreement.
- 14.4 Failure or delay by either Party to exercise any right or remedy under this Agreement will not be considered as a waiver of such right or remedy nor as an acceptance of the event giving rise to such right or remedy.

- 14.5 Neither Party shall be held liable or be deemed to be in default under this Agreement for any failure to perform its obligations hereunder, arising directly or indirectly from events or circumstances beyond its reasonable control if such events or circumstances under Norwegian law must be regarded as constituting events of force majeure.
If such events or circumstances continue for more than 14 (fourteen) days, either Party may cancel this Agreement immediately on notice.
- 14.6 Oslo Børs acknowledges that the Vendor has concluded this Agreement for the benefit of the Vendor's Group, and the Vendor shall be responsible for the good performance by any entity of the Vendor's Group of the terms of this Agreement, to the extent they are applicable.
- 14.7 The laws of Norway will govern this Agreement. Both Parties submit to the exclusive jurisdiction of the Oslo City Court.
- 14.8 Nothing in this Agreement will create or be deemed to create a partnership or agency relationship between the Parties.
- 14.9 This Agreement shall not constitute an assignment by either Party hereto of any trademark, copyright or other intellectual property right.

15 COPIES FOR SIGNATURE

- 15.1 Two identical copies of this Agreement have been presented to both Parties for execution by each Party. Following execution, each Party shall retain one copy of this Agreement. Each Party agrees that either of the two copies alone represents a full and complete version of this Agreement.

AS WITNESS the duly authorised representatives of the Parties have signed this Agreement.

Signed on behalf of:
Oslo Børs ASA

Signed on behalf of:
<name >

Øyvind Skar
Senior Vice President Information Services

<attn >
<atti >

Date:

Date:

Change Log

Date	Change No.	Changes described
Contract date		

Attachment index

Document name	Description	Version
Schedule 1	Products and Fees	July 2003
Schedule 2	Contracting Parties	July 2003
Schedule 3	List of the Members of the Vendor's Group and Authorised Third Party Distributors	July 2003
Schedule 4	IT Services & Support	July 2003
Schedule 5	Oslo Børs' requirements in relation to publishing of the Information	July 2003

SCHEDULE 1
Products and Fees

This Agreement between Oslo Børs and the Vendor is valid for the following products:

Product	Type of License	Fee Type	Terms of payment	Point of Access
Mutual Funds - Net Asset Value	Internal/External	License Fee	Yearly in advance	ftp get – Oslo Børs
Mutual Funds - Returns	Internal/External	License Fee	Yearly in advance	ftp get – Oslo Børs
Mutual Funds - Dividends	Internal/External	License Fee	Yearly in advance	ftp get – Oslo Børs
Mutual Funds - Risk Figures	Internal/External	License Fee	Yearly in advance	ftp get – Oslo Børs
Mutual Funds - Normalised Time Series (daily update)	Internal/External	License Fee	Yearly in advance	ftp get – Oslo Børs
Mutual Funds - Historic Return Series (monthly update)	Internal/External	- Start up fee - License fee	Once Yearly in advance	ftp get – Oslo Børs
Mutual Funds - Portfolio allocations	Internal/External	- Start up fee - License fee	Once Yearly in advance	ftp get – Oslo Børs

Fees are set forth in the current Price List, as updated from time to time pursuant to and in accordance with the Standard Information Distribution Agreement.

Signed on behalf of:
Oslo Børs ASA

Signed on behalf of:
<name >

Øyvind Skar
Senior Vice President Information Services

<attn >
<atti >

Date:

Date:

SCHEDULE 2
Contracting Parties

VENDOR

<name >

Company

<code >

Reg. no.

<sadr >

Street Address

<padr >, <zipc > <city >, <cntr >

Postal Address

<phon >

Phone

<faxn >

Fax

OSLO BØRS

Oslo Børs ASA

Company

NO 983 268 633

Reg. no.

Tollbugaten 2

Street address

P. O. Box 460 Sentrum, N-0105 Oslo, Norway sales@oslobors.no

Postal address

E-mail

+47 22 34 18 00

Phone

+47 22 42 68 47

Fax

Payment Information:

All payment shall be in Norwegian Kroner (NOK)

Please remit to **Oslo Børs` account no. 6012.05.10900** in

Nordea Bank Norge ASA

PO. Box 1166 Sentrum

N-0107 Oslo

NORWAY

SWIFT Code: **NDEANOKK**

In favour of: Oslo Børs ASA

IBAN/Acc.: **NO1660120510900**

SCHEDULE 3
List of the Members of the Vendor's Group
and
Authorised Third Party Distributors

SCHEDULE 4 IT Services & Support

1 GENERAL

Oslo Børs offers IT services and support for Vendors receiving Information directly from Oslo Børs' premises. Vendors that receive Information from Oslo Børs indirectly via one or more Redistributors are to use service and support facilities provided by the Redistributor.

Oslo Børs' Product Department will give content and product support to all Vendors's receiving Information directly from Oslo Børs' premises.

Oslo Børs' does not offer any direct support for Vendor's Clients.

The information given below only applies to Vendors receiving Information directly from Oslo Børs.

2 OSLO BØRS' COMMITMENTS

2.1 All issues regarding operational matters shall be directed to the OSE Help Desk. For questions and requests regarding Information content or product specifications, contact Oslo Børs' Product Department. For questions and requests regarding technical specifications and other technical issues, contact Oslo Børs Technical Support.

2.2 When central system problems occur, Oslo Børs will notify the Vendor as soon as possible by means of electronic mail and/or phone call.

2.3 When central system problems occur, Oslo Børs will endeavour to restore the service as soon as possible.

2.4 Oslo Børs will take all reasonable steps to ensure that data services provided to the Vendor are timely and accurate.

2.5 Points of Contact for Oslo Børs are as follows:

Type of contact	Handled by	Hours (CET)	Telephone	E-mail
Operational issues	OSE Help Desk	0700-2100	+47 22 34 19 90	helpdesk@oslobors.no
Technical issues	Oslo Børs Technical Support	0800-1900	+47 22 34 19 90	helpdesk@oslobors.no
Sales & Product issues	Oslo Børs Product Department	0800-1800	+47 22 34 18 02	sales@oslobors.no

Points of Contact in Oslo Børs are manned Monday to Friday on ordinary trading days at OSE.

2.6 Designated names and contact numbers for Oslo Børs will be posted and reviewed on a regular basis.

3 THE VENDOR'S COMMITMENTS

3.1 The Vendor will notify Oslo Børs immediately once a fault relating to the receipt of Information from Oslo Børs has been isolated and qualified.

3.2 The Vendor will escalate faults relating to the receipt of Information where appropriate through Oslo Børs or via an alternative contact designated by Oslo Børs.

3.3 Should the Vendor be dissatisfied with Oslo Børs' IT & support service, the issue should be raised with Oslo Børs' IT Manager.

3.4 The Vendor will take reasonable steps to ensure that data from Oslo Børs disseminated via its real-time networks is timely and accurate. In case the Vendor finds any fault relating to the receipt of Information, the Vendor shall perform a reasonable problem qualification of the problem before contacting Oslo Børs.

3.5 Points of Contact for Vendor are as follows:

Type of contact	Handled by	Hours (CET)	Telephone	E-mail
Operational issues		09.00-16.00		
Technical issues		09.00-16.00		
Product issues		09.00-16.00		

Vendor's point of contact for operational issues will be manned Monday to Friday on ordinary trading days at OSE.

3.6 The Vendor shall provide Oslo Børs with updates to the above contact information.

SCHEDULE 5

Oslo Børs' requirements in relation to publishing of the Information

1) Vendor's obligations

The Vendor's Group will substantially provide terms and conditions not less protective of the interests of Oslo Børs than those specified under 2) below in their subscriber contracts or at their web-site or in any other of the Vendor's Group's non-access- and/or agreement controlled distribution channels where any of the Information in excess of Insubstantial Information is provided..

Oslo Børs will accept the use of a generic summary of these terms provided that it gives a fair and valid representation of their content, making the proprietary nature of the information clear to the recipients, quotes the restrictions on third party redistribution and makes it clear that Oslo Børs disclaims all liability for loss or damage, which may result from the use of the information.

The Vendor shall take reasonable steps to ensure that its Clients:

- Recognises that Oslo Børs may assert intellectual property rights in the Information;
- Recognises restrictions on third party redistribution of Information as agreed with Oslo Børs;
- Provides for the Client's obligation only to use the Information for its internal business use.

2) Terms and Conditions

"Read the following before you proceed:

The use of this information service is subject to the following terms and conditions:

Disclaimer

The Information is supplied by Oslo Børs ASA. The content of this web-site or this information service is intended as a service to the market only. Oslo Børs disclaims all responsibility for any and all mistakes or inaccuracies in the information. Further, Oslo Børs disclaims all liability for loss or damage, which may result from the use of the information.

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Restriction on Redistribution

Clients receiving the Information for its internal business use (i.e. without having signed an agreement with Oslo Børs for the redistribution of the Information)

- i) may only redistribute an insubstantial amount of the Information (Insubstantial Information) meaning
 - (a) Information calculated or derived from the Information and from which the Information cannot be back calculated or reverse engineered and/or
 - (b) Charts and graphs of or representing the Information but through which access to the actual Information cannot be obtained and/or
 - (c) Limited extracts of price, net asset values, returns and dividend information, year high and year low prices and risk figures and only
 - (a) On an ad hoc, infrequent or irregular basis; or
 - (b) In respect of funds about whom the Information is provided by Oslo Børs and which the Client concerned either manages, sponsors, advises sells or acts as broker to or.
 - (c) In a publication or place at any time in respect of a small number of funds (not more than 5%) totalling by number of the total number of funds in the Information provided by Oslo Børs at that time to the Vendor..

Under all circumstances: The Information must always be limited to such an extent that it does not constitute a rival or competing service to the one provided under this Agreement by Oslo Børs to the Vendor, or any substantial part of it.

; and

- ii) May not delete any copyright or proprietary notice contained in the Information
- iii) May not display, present or make available any more than Insubstantial Information on a continuous basis, by use of Internet techniques such as "framing" or "streaming", etc.
- iv) May not knowingly misrepresent the Information.