

STANDARD CONFIDENTIALITY AGREEMENT

PARTIES

THIS AGREEMENT is made as of the [DD][MM][YYYY] between:

- (1) [COMPANY] (“[Company]”), a company incorporated in [country] [company number] whose registered [address]; and
- (2) [the] [DMO] ([the] “[DMO]”), established in [country]; at [address].

1. Definitions

- (A) “**Affiliate**” means, with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with such person or entity, from time to time but only for so long as such control exists.
- (B) “**Company Data**” means [Company] trade data for a set of ISINs provided by [Company] following the request of [the] [DMO] pursuant to the Harmonised Reporting Format (HRF) , which shall be used solely for the permitted purposes set out under paragraph (E) below.
- (C) “**Confidential Information**” means any written, electronic or oral trade level data, including Company Data, provided by [Company] or its Affiliates to the [DMO].
- (D) “**Derived Data**” shall mean all data that [the] [DMO] has developed from the Company Data through a process in conjunction with additional third party data and professional experience. For the avoidance of doubt, Derived Data shall not include any data from which [Company] or any of its clients can be identified or that can be reverse-engineered so as to show that it is originating or directly derived from Company Data.
- (E) “**Permitted Purpose**” shall mean:
1. [The] [DMO] may use the Company Data to produce Derived Data that will only be incorporated in [the] [DMO]’s statistical reports or analysis in its ordinary course of business.
 2. Expressly, [the] [DMO] may only make available and/or publish the Derived Data.
- (F) “**Dispute**” means any dispute arising from or connected with this Agreement, including a dispute regarding the existence, validity or termination of this Agreement or relating to any non contractual or other obligation arising out of or in connection with this Agreement.
- (G) “**Relevant Jurisdiction**” means the laws of the country where [the] [DMO] is established.

2. License

(A) Pursuant to this Agreement, the Company and/or all or some of its “**Affiliates**” may make available trade data of [Company] as requested under the Harmonised Reporting Format (HRF).

(B) [Company] hereby grants [the] [DMO] a royalty-free non-exclusive license to use the Company Data for the Permitted Purpose (as defined in section 1, paragraph (E) of this Agreement). This license will remain in effect until the termination of this Agreement, as provided for in section 5 of this Agreement. Following termination of this Agreement, [the] [DMO] may continue to use, improve and publish any Derived Data in [the] [DMO]'s possession. [The] [DMO] shall not delegate, assign or sub-license its rights under this Agreement without the prior written consent of [Company].

3. Terms and conditions

[The] [DMO] agrees to comply with the following terms and conditions:

1. [The] [DMO] must keep the Confidential Information, as defined in section 1, paragraph (C) of this Agreement, confidential.
2. [The] [DMO] must protect the Confidential Information with security measures and a degree of care equivalent to the higher of: (i) the measures and degree of care applied by [the] [DMO] in respect of its own confidential information and (ii) the measures and degree of care that a prudent businessperson would use in protecting its confidential information.
3. [The] [DMO] shall only be permitted to use the Company Data for the exclusive purpose stated in section 1, paragraph (E) (the “Permitted Purpose”).
4. [The] [DMO] shall not share the Confidential Information with any third party or other governmental or regulatory body unless required to do so by a binding court order or by applicable law or regulation provided that, to the extent permitted by applicable law, [the] [DMO] shall promptly inform [Company] of any such requirement and all the circumstances in which any such request, order or disclosure has been made. In any event, [the] [DMO] shall only provide that part of the [Company] Data so requested which is necessary for the purposes of complying with the obligation set out by applicable law or regulation.
5. [The] [DMO] will maintain a list of individuals within its organisation who have access to the Confidential Information and will provide the list promptly to [Company] upon request.
6. [The] [DMO] will promptly notify [Company] upon a breach of confidentiality and will cooperate with [Company] in every reasonable way to prevent further unauthorised use or disclosure under the terms of this Agreement.
7. To the extent Company Data is used by [the] [DMO] in accordance with this Agreement, [the] [DMO] undertakes to use such data accurately and present Company Data in a way which is fair and not misleading.
8. All intellectual property rights in respect of the Company Data including copyright and trademarks shall remain with Company.
9. The obligation to maintain the confidentiality of Company Data does not extend or apply to Company Data (i) which at the time of disclosure to [the] [DMO] was in the public domain, or (ii) which after such disclosure to [the] [DMO], comes into the

public domain otherwise than through an unauthorised disclosure by [the] [DMO] or their agents or advisers or by any other third party in breach of an obligation of confidentiality, or (iii) which was lawfully in [the] [DMO]'s possession or the possession of their professional advisers prior to such disclosure, as evidenced by their written records as determined by [Company], or (iv) which lawfully comes into [the] [DMO]'s possession from a third party on a non-confidential basis, as evidenced by written records as determined by [Company].

10. No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties.

4. Governing law and jurisdiction.

The obligations arising out of or in connection with this Agreement are governed by the laws of the "Relevant Jurisdiction". The courts of the Relevant Jurisdiction have exclusive jurisdiction to settle any "Dispute" arising from or connected with this Agreement or the consequences of its nullity.

5. Duration and Termination.

- (A) This Agreement is concluded for an indefinite period and shall be valid until terminated by either party as specified hereafter. Either party may terminate this Agreement by giving the other party no fewer than thirty (30) business days prior written notice specifying the date of such termination. This Agreement shall survive any termination of the related primary dealer agreement.
- (B) The obligations set out in section 3, paragraphs 1, 2, 4, 5, 6, 7, 8, and 9 shall survive the termination of this Agreement and shall (unless otherwise agreed in writing between the parties) continue to apply to any Confidential Information that was transferred to [the] [DMO] prior to the termination of this Agreement, until and unless all such information is returned to [Company] or destroyed.

In witness whereof, this Agreement has been executed and accepted as of the [DD][MM][YYYY].

SIGNED for and on behalf of
[Company] by:

SIGNED for and on behalf of
[the] [DMO] by:

[Company] Address for Notices:

[The][DMO] Address for Notice