

QATAR STOCK EXCHANGE – DATA LICENSING AGREEMENT FOR NON-DISPLAY USAGE

This Agreement is made as of the <____> day of <MONTH>, <YEAR>, between Qatar Stock Exchange, whose principal office is located at Al Dana Tower, West Bay, P. O. Box 22114, Doha, Qatar (hereinafter referred to as "**the Exchange**"), and <Company Name>, with commercial Registration No. <CR #>, having its Head Office at <Company Address> (hereinafter referred to as the "**the Company**").

WHEREAS:

- (A) The Exchange collects and creates real-time trading quotations, price and other information relating to the Exchange and transactions on the Exchange and maintains and operates a database of such information;
- (B) The Company wishes to gain access to such information for uses other than for display or redistribution, for trading based activities including use in automated order generation, algorithmic, black box or similar trading applications;
- (C) The Exchange desires to permit Company to use its real time information for non-display purposes in such manner as this agreement (the "**Agreement**") permits, solely on the terms and conditions contained herein,

NOW THEREFORE, the parties mutually agree as follows:

1. Subject to Section 2, the Exchange herewith grants the Company the world-wide, non-exclusive, non-transferable and not sub-licensable right to access and use real time or delayed trade data ("**Information**") during the term of this Agreement for generating orders, executing transactions, trade monitoring, risk management, portfolio analysis, instrument pricing, or similar, in an automated or semi-automated manner using algorithmic, black box or similar applications. The use of the Information pursuant to any other agreements between the parties shall remain unaffected.
2. The Company shall not distribute, make available, disclose or otherwise facilitate access by any third party to the Information, or any information, data or products allowing the receiver to recognize, deduct or otherwise reverse-engineer any of the Information, and Company shall apply adequate technical and organizational measures to prevent any such access, distribution, making available or disclosure by any third party. Company shall notify the Exchange without undue delay, in case of any actual or suspected unauthorized access to or use of any of the Information, and the Exchange may immediately suspend Company's access to or use of the Information in such cases.
3. The use of the Information by Company under this Agreement shall be subject to

payment of an annual fee of [3500] USD excluding VAT per Site for any number of automated or semi-automated algorithmic, black-box or similar applications on that Site as specified in Appendix A of this Agreement. This fee shall be payable by Company annually in advance no later than the fifth trading day at the Exchange of each contract year. If Company fails to pay any portion of the due fees within ten (10) days after receipt of a written reminder from the Exchange, the Exchange may suspend Company's access to the Information until such payment has been made. The Company should notify the Exchange forthwith of any changes to Appendix A, and any change of the number of Sites will result in a pro rata recalculation of the annual fee for the relevant year.

4. Neither the Exchange nor any person or entity involved in any way in providing any of the Information to Company provides any warranty or guarantee or accepts any liability of any kind, express or implied, as to the Information or any related data provided to Company, in particular as to timeliness and sequence of its provision, its accuracy or completeness, that it will be uninterrupted and free from corruption, and that it can actually be received by Company, its merchantability or fitness for non-display usage or for any other purpose. Furthermore, there shall be no warranty or guarantee of any kind, express or implied, in relation to any equipment or infrastructure employed in compiling or delivering the Information to Company or receipt of the Information by Company. In particular, the Exchange shall not be liable in any way for any special, indirect or consequential losses or damages suffered by Company or any third party due to or in relation to the use of the Information, or any information, data or product that is created by the Company using the Information.
5. Company shall indemnify, defend and hold harmless the Exchange and any person or entity providing any of the Information to the Exchange and any person or entity involved in any way in providing any of the Information to Company against any and all claims, actions, demands, or other liabilities incurred by or threatened against the Exchange or such persons or entities and which are a result of Company's use of the Information or the generation and dissemination of any information, data or product created by the Company using the Information.
6. Company acknowledges and agrees that the Information is and shall remain the sole and exclusive property of the Exchange. Company shall not obtain or be granted any rights in the Information other than the limited right of use as expressly provided by this Agreement. The Exchange acknowledges and agrees that any information, data or product that is created by the Company using the Information is and shall remain the sole and exclusive property of Company, provided that and to the extent that the Information cannot be recognized, deducted or otherwise be re-engineered from such information, data or product.
7. This Agreement shall become effective as of the date first specified on the front page and shall have an indefinite term. After the lapse of the first contract year it may be terminated by either party at any time with three months' notice, provided that the Exchange may terminate this Agreement with immediate effect at any time in case Company violates any of the provisions of this Agreement, in particular Section 3. The Exchange may unilaterally change the terms of the Agreement subject to a three months' notice period, which shall entitle the Company to terminate the Agreement at the effective time of the relevant change.
8. Each party agrees to take all reasonable steps to maintain the confidentiality of

business data, trade secrets and all other information which it reasonably should know is confidential, which is provided by or relates to the other party, and of which it becomes aware as a result of this Agreement (“**Confidential Information**”). Confidential Information must neither directly nor indirectly be used for any own commercial or other purposes. This does not apply insofar as such Confidential Information has become known to a party from other sources or to information which is available in the public domain through publicly accessible sources which are no sources of the other party. Regardless of the foregoing each party is entitled to pass on such information for the purpose of enforcing its rights arising out of or in connection with this Agreement by legal action or if there is a corresponding court or authority order, if the information is transferred on a confidential basis to accountants, auditors, lawyers or other persons bound to secrecy or if there is a statutory obligation to do so. 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 party. This consent will not be unreasonably withheld.

9. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. No modification of this Agreement shall be binding upon either party unless made in writing and signed by duly authorized representatives of both parties, including modifications of this requirement of written form.
10. Notwithstanding the foregoing or any contrary provision of this Agreement, the parties recognize that the Exchange is an entity regulated by the State of Qatar through one or more governmental agencies and that no provision of this Agreement shall be deemed effective to the extent it violates any applicable law, rule or regulation now or hereafter applicable to the Exchange. In the event of such a violation, this Agreement shall be read and interpreted to exclude any violating provision and to retain the effect of all remaining provisions as if the excluded provision had not been a part hereof, to the extent reasonably possible.
11. Any notice required hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, or on the second day after deposit in governmental registered mail or in a publicly available private overnight courier delivery service.
12. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Qatar and any claim, demand or dispute arising out of, in connection with, in relation to or about this Agreement shall be subject to the exclusive jurisdiction of and venue in the Qatari courts, and each party waives any objection to such jurisdiction and venue, including that the forum represents an inconvenience or hardship. Either party shall have the right to enforce any judgment in its favor in any other jurisdiction, and the other party shall waive any right of objection that it may have to enforcement in such other jurisdiction.

All legal notices and correspondence required by this Agreement shall be addressed as follows:

- a) If to the Exchange:
Product and Market Development

Qatar Stock Exchange
P.O. Box 22114
Doha, Qatar

b) If to the Company:
<Company Name>
<Contact Person>
<Company Address>

The Exchange's invoices shall be sent to the Company by email. Using invoice address details as follows:

Name:
Title:
Email Address:
<Company Name>
<Company Full Address>

13. This Agreement does not create a joint venture or partnership between the Exchange and Company, and each will act independently of the other. Neither party is empowered to bind or commit the other to any contract or other obligation.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Qatar Stock Exchange

<Company Name>

Name: **Mr. Fahad Al-Mahmoud**

Name:

Title: **Director of Finance and General Services**

Title:

Date:

Date:

Signature: _____

Signature: _____

Appendix A: Specification of Company Sites

Site

[Address]

[Street, Number]

[Postal/Area Code]

[Country]

Site

[Address]

[Street, Number]

[Postal/Area Code]

[Country]