Model G05b

Subscription of OMIClear FTP Server

1. **Identification**

|  |
| --- |
| Company: Address: |
| VAT Number: Invoice Contacts: |

1. **Users:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of User** | **Telephone** | **Address** | **E-mail** | **Username (1)** |
|  |  |  |  |  |

1. Character limit: from 3 to 8

**Instructions:**

Sign and send by Fax/Email. OMIClear will invoice the rest of the year (proportional).

Money transfers: IBAN: PT50003500820000789943034. SWIFT Code: CGDIPTPL.

**OMIClear FTP Server License**

**Terms of use**

**Scope of the FTP Server License**

Subject to the payment of the respective fee, OMIClear grants to the Client a personal, non transferable, non-assignable, non exclusive FTP Server License, for the purpose of the access (via internet) to the information related to the Clearing House of OMIP Derivatives Market.

The FTP Server License allows the Client (meaning the User identified in the Subscription Form) to use the FTP Server information, with access, including the right to transmit and diffuse the information available in the FTP Server to third parties.

**License validity**

The FTP Server License is valid from the date of the concession of the password related with the license until the end of the corresponding year. The FTP Server License can be renewed by the payment of renewal fee in accordance to the Payments Conditions.

**Fees and Payment Conditions**

The OMIClear FTP Server License fees and payment conditions are defined by the Price List approved by OMIClear and published in OMIClear website ([www.omiclear.eu](http://www.omiclear.eu)).

**Warranties**

Given the nature of the FTP Server information, OMIClear makes every effort to ensure the information available is accurate, complete and up-to-date. However, OMIClear accepts no responsibility for eventual errors, mistakes or omissions relative to the information included on the FTP Server, nor the eventual consequences from their use.

The Client shall be fully aware that he takes full responsibility for the use of the information available.

The Client assumes the obligation to take all the measures deemed necessary for the protection of the OMIClear’s rights related with the FTP Server.

The Client declares to have full knowledge, and accepts expressly, and without reserve, that OMIClear is not responsible for any damage suffered by him, within the use of the FTP Server License resulting from technical failures, electricity failures, damage caused by fire or water or any other events out of the OMIClear’s control.

**Intellectual Property**

All information available in the FTP Server is the intellectual property of OMIClear except when referred to otherwise.

**Breach of the Viewer license obligations**

The FTP Server License can be terminated immediately by notice in writing by either party if the other is in breach of any obligations established under this license and such breach is incapable of being remedied.

**Law and forum**

The FTP Server License is ruled by Portuguese law and for the resolution of any litigation regarding the validity, interpretation or application of this FTP Server License OMIClear and the Client renounce to any other forum that might be competent and agree to submit it to the Civil Court of Lisbon.

**Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_ /\_\_\_\_\_\_ /\_\_\_\_\_\_