

Terms and Conditions for Liquidity Providers Programme for Three Month Eurodollar Interest Rate Futures Contract (“Eurodollar Contract”)

1. Introduction

- 1.1 These Terms and Conditions, together with the Application Form (attached as Appendix 1) and General Notice No. 2378 and any amendments prescribed by the Exchange by General Notice from time to time (the “Agreement”), govern the participation of the SLP in the programme for Eurodollar Futures Short Term Interest Rate Liquidity Providers (the “Programme”). The parties to this Agreement are the Exchange and the signatories to the Application Form.
- 1.2 These Terms and Conditions together with General Notice No. 2378 and any amendments prescribed by the Exchange by General Notice from time to time shall also apply to those participants of the Individual Liquidity Providers Scheme for Short Term Interest Rate Contracts (the “ILP Scheme”) who are registered as such at the close of business on Wednesday 17 March 2004 (“Existing ILPs”), in accordance with clause 1.1 of the ILP Scheme terms and conditions. In respect of such Existing ILPs, references in these Terms and Conditions to the Application Form shall be to the original Application Form submitted by such Existing ILPs in respect of the ILP Scheme and references to Account References shall be to the Account References provided by the Existing ILP in the original Application Form.
- 1.3 For the avoidance of doubt, these Terms and Conditions shall apply both to successful applicants in the Eurodollar Programme and to Existing ILPs, and, in the case of Existing ILPs, also apply in addition to the existing terms and conditions for the ILP Scheme. Individuals who are accepted into the ILP Scheme on or after Thursday 18 March 2004 shall not automatically qualify as SLPs in the Programme but will instead need to apply to join the Programme in the usual way.
- 1.4 Capitalised or italicised terms (not defined in these Terms and Conditions) shall have the meanings given to them in General Notices No. 2378 and No. 2150, the Application Form or the Rules of the Exchange, as the case may be.

2. SLP obligations

- 2.1 Where the SLP is neither a member of the Exchange nor a *responsible person*, the SLP acknowledges and agrees that it shall be deemed a *relevant person* and agrees to be bound by the Rules (as amended from time to time).
- 2.2 The SLP represents and warrants, both at the date of submission to the Exchange of the Application Form and throughout its participation in the Programme, that the SLP meets the relevant Exchange Definition of an SLP as set out in General Notice No. 2378, as the same is amended from time to time by the Exchange.
- 2.3 The SLP agrees that all market-assigned business submitted using the TRS Account Reference(s) provided by the SLP on the Application Form will meet the definition of Qualifying Business, as the same is amended from time to time by the Exchange.
- 2.4 The SLP agrees to provide immediate written notice to the Exchange in the event of any change to representations made under this clause 2 or information provided in the Application Form.

3. Obligations

- 3.1 Where the SLP is not a member of the Exchange, the Clearing Member and Member (if any) shall, to the extent practicable, ensure that the only market-assigned business submitted under the SLP's Account Reference(s) (as given in the Application Form) as Qualifying Business is business of the SLP.
- 3.2 The Exchange will charge the Clearing Member the transaction fees at the appropriate discounted level(s) and will notify LCH.Clearnet of the appropriate level of clearing fee.
- 3.3 The Clearing Member and the Member (if a party to this Agreement) agree to pass on the benefit of discounted transaction fees and clearing fees charged by the Exchange under the Programme in accordance with any arrangements in place between the Clearing Member, the Member (if a party to this Agreement) and the SLP.
- 3.4 Clause 3.3 shall not apply where the Exchange and the SLP are the only parties to this Agreement.

4. Transaction Fee Charges

- 4.1 The Exchange in conjunction with LCH.Clearnet will calculate the transaction fee charges and clearing fees based on the Qualifying Business using the Account Reference(s) provided on the Application Form. Transaction fees and clearing fees will then be calculated by applying the appropriate discounted fee level(s) in accordance with General Notice No. 2378 and any amendments thereto and the Clearing Member will be charged the appropriate net amount of transaction fees and clearing fees. Such fee level(s) will only be applied for Qualifying Business submitted using the precise Account Reference(s) provided by the SLP on the Application Form and the Exchange accepts no liability for any errors, omissions or any underpayment resulting from inaccurately submitted business.
- 4.2 For the avoidance of doubt, the above clause shall not apply in respect of the ILP Scheme and the Exchange shall continue to rebate fees where relevant in accordance with clause 4 of the ILP Scheme terms and conditions.

5. Term and Termination

- 5.1 The Programme will come into effect on 18 March 2004. For new applicants this Agreement shall be effective upon approval by the Exchange of the completed Application Form or on 18 March 2004 where such approval takes place prior to that date. In respect of Existing ILPs this Agreement shall take effect on 18 March 2004.
- 5.2 The Exchange may terminate the Programme in its entirety, and thereby this Agreement, at any time on seven days' written notice.
- 5.3 The Exchange may terminate this Agreement by written notice with immediate effect on the occurrence of one or more of the following events:
 - a) a material change in the ownership or the nature of the business and operations of the other party (or, where there is more than one other party, any of the other parties) which, in the Exchange's opinion, might affect the performance of the obligations of that party under this Agreement (or, where there is more than one other party, the obligations of any of the other parties);
 - b) the other party (or, where there is more than one other party, any of the other parties), being a member of the Exchange, ceases to be a member of the Exchange, has its trading rights suspended or is declared a defaulter pursuant to the Rules;

- c) any of the other parties is subject to criminal, regulatory or insolvency (or other analogous) proceedings;
 - d) the clearing agreement between the Member, if any, and the Clearing Member is terminated; and
 - e) the relationship between the SLP, the Member, if any, and the Clearing Member is terminated.
- 5.4 In the event the Exchange determines, in its absolute discretion, that any of the other parties materially breaches or fails to perform any of its respective obligations under this Agreement, the Exchange may decide, in its absolute discretion, to take one or more of the following actions:
- a) to terminate this Agreement by notice to the parties with immediate effect;
 - b) to charge the Clearing Member at the standard transaction fee rate without taking into account the appropriate discounted transaction fee level(s) referred to in clause 4 above in whole or in part; and
 - c) to re-charge some or all of the discounted transaction fees in respect of any period affected by the breach or failure.
- 5.5 Any action the Exchange takes under this clause shall be without prejudice to any rights it may have under the ILP Scheme terms and conditions.

6. Liability

- 6.1 On termination of the Programme or this Agreement for whatever reason, the other party (or where there is more than one, the other parties) shall have no claim against the Exchange for damages or compensation of whatever nature.
- 6.2 Termination of this Agreement shall not affect the accrued rights and obligations of any of the parties except that the Exchange reserves the right for the Clearing Member to be charged the standard transaction fee rate without taking into account the discounted fee level(s) referred to in clause 4 above where this Agreement is terminated pursuant to clause 5.3(c) or clause 5.4.

7. Miscellaneous

- 7.1 Any notice required to be given pursuant to this Agreement shall be in writing and may be given electronically, by facsimile, by hand or by post to the address of the relevant party which appears on the Application Form or which is notified to each of the other parties from time to time for that purpose. Any such notice (other than notices delivered by hand) shall be deemed received when sent except in the case of delivery by post which shall be deemed received 24 hours after posting if sent to an address in the United Kingdom mainland, or three working days after posting if sent to an address outside the United Kingdom, as the case may be.
- 7.2 No party to this Agreement may assign, sub-contract or delegate any of its rights or obligations under this Agreement without the prior written consent of the other parties.
- 7.3 A person who is not a party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.
- 7.4 In the event of any conflict between this Agreement and the Rules, the Rules shall prevail.

7.5 This Agreement (together with any disputes arising under or in connection with this Agreement) shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

Appendix 1 – Application Form for Liquidity Providers Scheme for Eurodollar Contract

Please complete in BLOCK CAPITALS ensuring such information is clear & correct

If you need any assistance to complete this form, please contact your Euronext.liffe Account Manager

The Exchange stresses that any underpayment of transaction fee rebates resulting from inaccurate application/registration details will **NOT** be corrected retrospectively by the Exchange.

Individual SLP Liquidity Provider Details	
Name of applicant (please insert full legal name) (the "SLP")	
<i>The following should be completed:</i>	
Telephone number.....	
Mobile.....	
Email.....	
Primary trading location.....	
2. User Specified field(s) on LIFFE CONNECT® / Account Reference(s) on Trade Registration System (TRS)	
By signing this Agreement, the SLP agrees to be bound by its terms	
Signature	Date
Member authorisation (this section can be left blank where the Individual SLP's member is a clearing member)	
Full legal name (the "Member")	
By signing this Agreement, the Member agrees to be bound by its terms	
Signature	Date
Name of signatory	
Position	
Clearing Member authorisation	
Full legal name (the "Clearing Member")	
By signing this Agreement, the Clearing Member agrees to be bound by its terms	
Signature	Date
Name of signatory	
Position	