REVENUE SHARING AGREEMENT

This Revenue Sharing Agreement (this “Agreement”) is entered into by and between:

NASDAQ OMX STOCKHOLM AB, with its principal place of business at Tullvaktsvägen 15, SE-105 78 Stockholm, Sweden, org. no. 556420-8394 (“NASDAQ OMX”); and

[Name of Exchange Member], org. no. [ ] (the “Member”).

Each of NASDAQ OMX and the Member is hereinafter referred to as a “Party” and collectively as the “Parties”.

This Agreement is incorporated as an appendix to the Exchange Rules.

1 SCOPE AND PURPOSE OF THE AGREEMENT

The Parties shall endeavour to improve and build NASDAQ OMX’s offering in Norwegian derivatives market through creating a liquid market for such derivatives traded under the Exchange Rules. The purpose of this Agreement is to govern the sharing of NASDAQ OMX’s revenues with respect to Norwegian Single Stock and Index Derivatives (as defined below) between NASDAQ OMX and the Member.

2 SHARING OF REVENUES

NASDAQ OMX agrees to share the Monthly Revenues with the Member in accordance with this Agreement.

The Member shall each month be entitled to the Shared Revenues. NASDAQ OMX shall pay the Shared Revenues to the Member no later than twenty (20) Bank Days after the expiry of each calendar month.

For the purpose of this Agreement:

“Monthly Revenues” shall mean, for each month, fifty (50) percent of NASDAQ OMX’s total revenues relating to the trading and clearing of Norwegian Single Stock and Index Derivatives, excluding any delay fees paid by Members to NASDAQ OMX with respect to Norwegian Single Stock and Index Derivatives.

“Norwegian Single Stock and Index Derivatives” shall mean derivative instruments, i.e. options, futures and forwards, derived from underlying equity and index products with the price expressed in Norwegian kroner available from time to time for trading under the Exchange Rules in force from time to time.

“Shared Revenues” shall mean a percentage of the Monthly Revenues which shall correspond to the Member’s market share in Norwegian Single Stock and Index Derivatives calculated as the Member’s percentage of the total number of Transactions traded each month (i.e. the number of Transactions traded by the Member each month divided by the total...
number of Transactions traded each month).

3 TERM AND TERMINATION

This Agreement shall enter into force when signed by both Parties and shall continue in full force and effect until terminated by either party following one month's written notice of termination.

4 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the laws of Sweden without giving regard to its choice of law principles.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”).

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The proceedings shall take place in Stockholm and be conducted in the English language.
This Agreement has been signed in two originals of which the Parties have taken one each.

Place and date: [Name of member]  
Place and date: NASDAQ OMX STOCKHOLM AB

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Signature clarification:

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Signature clarification:

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Signature clarification:

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Signature clarification: