



DATA PROVIDER AGREEMENT

1. The Steel Index Limited (“TSI”) compiles and publishes an index comprising one or more sets of reference prices for steel (“the Index”). This is based on information provided to TSI by a group of selected companies (“the Data Providers”) active in different parts of the steel supply chain in different regions of the world. The information provided to TSI is based on actual transaction prices known to the Data Provider. TSI uses this information (“the Data”) as a basis for compiling the Index. The intention is to publish the Index weekly and to provide a useful and accurate indicator of current steel prices. The Index is made available to all Data Providers free of charge.
2. TSI enters into an Agreement with each and every Data Provider on these terms. To ensure the integrity and reliability of the Index, should any Data Provider be unable at any time to comply with these terms, then the Data Provider must give notice of this to TSI. Subject to this, the Data Provider should give as much notice as possible of any intention to cease to provide Data in accordance with this Agreement.
3. The Data to be provided will comprise information based on steel market transactions known to the Data Provider. The Data Provider’s obligation will be to provide a judgment of average transaction prices over a week for certain quantities of specified products in selected regions. This should be as accurate as possible. Whilst the Data Provider will not be required to supply details of particular transactions, the Data should be based on knowledge of actual transactions and be provided in the utmost good faith.
4. TSI will give notice to the Data Provider specifying the Data to be provided and the times during each week for the provision of the Data. The normal method of doing both will be via a secure web-site. TSI will also give notice of any changes to specification of or times for the provision of the Data.

5. TSI acknowledges that the Data and all other information provided by the Data Provider under or in connection with this Agreement is confidential and that all rights in and to, title in and/or interest in such Data and information (including all property and intellectual property rights and any database rights and protections) remain vested in the Data Provider save to the extent necessary for TSI to compile and verify the Index and comply with any audit requirements. For the avoidance of doubt, the Data provided by the Data Provider shall be used by TSI solely for the purpose of compiling the Index.
6. The Data Provider acknowledges that all aggregated Data, and procedures, calculations, formulae and processes used to compile the Index, are confidential and that rights in and to, title in and/or interest in such aggregated Data, procedures, calculations, formulae, and processes, and the Index itself (including all property and intellectual property rights and any database rights and protections) shall be vested in TSI which shall have the exclusive right to distribute the Index to third parties for which TSI may charge and retain fees.
7. TSI has the exclusive right to decide whether and what Data and other information (from any source) is used to compile the Index and what weighting to give to any such Data or other information.
8. TSI and the Data Provider agree that all information provided by one party to the other under or in connection with this Agreement will be treated as confidential and will not be disclosed to any other party without the prior written agreement of both the Data Provider concerned and TSI. Should a Data Provider or TSI receive any notice of or suggesting a legal requirement to disclose any such information, then immediate notice shall be given to the other party, unless this is prohibited by law. Disclosure shall not be given unless mutually agreed or legally required and then only of such information as is agreed or there is a legal obligation to disclose.
9. This Agreement is made between TSI and the Data Provider. The Data Provider may not transfer its rights or obligations under the Agreement to any other party. TSI may not transfer or assign the Agreement with the Data Provider or any of its rights or obligations under the Agreement with the Data Provider to any other party without the prior written consent of the Data Provider.

10. Any amendment to this Agreement must be made in writing and executed by both parties. Any notice under the Agreement shall be considered properly given: by TSI if posted by TSI on the secure website on the same page as used for the provision of the Data by the Data Provider or sent by courier delivery to the address of the Data Provider set out below; and by the Data Provider if sent to the secure website used for the provision of Data by the Data Provider or sent by courier delivery to the address of TSI set out below.

11. This Agreement and the relationship between the parties shall be governed by and construed in accordance with English Law and each of the Parties irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales.

Signed:

.....

Name:

Position:

Date:

(Data Provider)

Company:

.....

.....

.....

Signed:

.....

Name:

Director

Date:

The Steel Index Ltd.

Head Office
4th Floor, Peek House,
20 Eastcheap,
London EC3M 1EB
United Kingdom

Regional Offices

<u>Europe & Middle East</u>	<u>Americas</u>	<u>China</u>	<u>Asia (except China)</u>
The Steel Index 4 th Floor, Peek House 20 Eastcheap London EC3M 1EB United Kingdom	The Steel Index 424 South 27 th Street Suite 306 Pittsburgh PA 15203 USA	The Steel Index c/o SBB, Room 406, Huaihai China Tower n.885 Ren Min Rd Shanghai, China 200010	The Steel Index 24A Mosque Street Singapore 059504
Tel: +44 20 7645 9415 Fax: +44 20 7929 4666	+1 412 431 4370 +1 412 431 4371	+86 21 5110 5490 +86 21 5110 5480	+65 6227 7811 +65 6223 9315