

## **CENTRAL MATCHING SERVICE ADDENDUM**

To. <...>. (Licensed User)

Date: \_\_\_\_\_(day) \_\_\_\_\_(month) 2010

Dear Sirs,

### **1. PURPOSE OF ADDENDUM**

This Central Matching Service Addendum (the “**Addendum**”) provides for acceptance of various central matching services (each service referred to as a “**Central Matching Service Module**”) as an additional service for signatories to the EFETnet Accession Agreement (each signatory being a “**Licensed User**”). Each Central Matching Service Module must be opted for by Licensed User as set out below. The Central Matching Service Module(s) collectively opted for under this Addendum are referred to the “**Central Matching Service**”. The description of the Central Matching Service and other provisions governing the Central Matching Service are set out in Schedule 8 (“**Central Matching Service Schedule**”) to the General Terms and Conditions both of which are publicly available at [www.EFETnet.org](http://www.EFETnet.org).

When countersigned, this Addendum and the Central Matching Service Schedule will form an integral part of the Accession Agreement as executed by your organisation and including any amendments, thereto. If a Licensed User does not countersign this Addendum, this Addendum will not apply to them and they will not be entitled to receive the Central Matching Service.

### **2. CENTRAL MATCHING SERVICE MODULES**

Licensed User opts for the following Central Matching Service Module(s):

Electronic Confirmation Matching Module (eCM)

and/or \_\_\_\_\_ (Central Matching Service Module)

and/or \_\_\_\_\_ (Central Matching Service Module)

### **3. DEFINITIONS**

Unless defined in this Addendum or the context requires otherwise, all capitalised terms shall bear the meaning assigned to such terms in the Central Matching Service Schedule which is publicly available at [www.EFETnet.org](http://www.EFETnet.org).

### **3. GENERAL**

Unless otherwise provided in this Addendum or the Central Matching Service Schedule, all provisions of the Accession Agreement and the General Terms and Conditions shall remain unchanged and apply accordingly to the Central Matching Service. In case of any inconsistencies between this Addendum and the Central Matching Service Schedule, Accession Agreement or the General Terms and Conditions, the terms of this Addendum shall prevail.

In the event that any provision of this Addendum will, for any reason, be held to be invalid, illegal or unenforceable or should such provision be impracticable for any reason, such invalidity, illegality or

unenforceability shall not affect any other provision of this Addendum. In such a case, this Addendum shall be construed in a legally permissible way which reasonably effectuates the economic purposes and the interests of the parties to this Addendum.

The Addendum is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany, without regard to conflict of laws provisions and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The courts of Hamburg, Germany, shall have exclusive jurisdiction on any dispute.

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(EFETnet)

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(Licensed User)

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