

Annex 4: Reporting Requirements

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This document is a constituent part of the Market Data Agreement (Agreement). In the event of a contradiction between the main part of the Agreement and Annex 4, the Annex shall prevail.

The reporting terms and conditions regulate the following:

- The Market Data that must be reported
- The Market Data that may be reported additionally
- When and how often reports must be sent
- The Units of Count
- The reporting format that must be used
- The mandatory minimum content of the report
- The product codes that apply

What must / may be reported

1. The Contractual Partner subscribes to Market Data on the basis of this Agreement. The Contractual Partner is authorized, among other things, to forward the Market Data to End Users and/or Subscribers and/or other customer groups and/or to use the Market Data for Internal Use.
2. With respect to both the forwarding and to Internal Use of the real-time Market Data to End Users and/or Subscribers, the reporting obligation always applies.
3. Delayed and End-of-Day Market Data are not subject to End User and/or Subscriber reporting obligations with the exception of the display of Delayed Market and End-of-Day Data via Webhosting Clients (Annex 2).
4. Additionally, the Contractual Partner may include the following data uses in the reports:
 - Forwarding of Market Data to Subvendors
 - Forwarding of Market Data to Webhosting Clients
 - Forwarding of Market Data to Service Facilitators
 - Forwarding of Market Data to Derived Data/Non-display Customers
 - Use of Market Data within operational use (clause 20) by the Contractual Partner
5. Should WBAG gain knowledge (e.g. within the scope of an Audit) that the Contractual Partner has not taken the necessary technical and administrative measures pursuant to Clause 16 or that the requirements for proper Reporting pursuant to Annex 4 are lacking in general, WBAG may make use one of the following options:
 - Estimate the fee to be paid (including a follow-up payment for past use) at its discretion based on suitable criteria and invoice this amount; and/or
 - To fully or temporarily discontinue the supply of Market Data until a proper Reporting has been established; and/or
 - Make the continuation of the Agreement contingent on the execution of a Market Data Agreement directly with selected Subscribers or all Subscribers of the Contractual Partner; and/or
 - Exclude the Reporting of Internal Use based on the Net User IDs; and/or
 - Terminate the Agreement without notice.

Should the Subscriber fail to provide the required information to the Contractual Partner on the use of the Real-time Market Data, the Contractual Partner must cut off the Subscriber's access to the Real-time Market Data within 30 days.

6. If the Contractual Partner sends information to WBAG concerning the receipt of Market Data by Subscribers that is erroneous and such errors have resulted in WBAG billing these parties less than would have been the case had such information been accurate, the Contractual Partner shall pay to WBAG the difference in the amount.
7. Reports, confirmations, and documentation relating to Reporting must be kept by the Contractual Partner for period of at least three years and made available to WBAG in the event of an Audit.

When and how often must reports be made

8. Real-time Market Data is subject to monthly reporting obligations.
9. The Contractual Partner must send to WBAG within 30 (thirty) days after the close of every calendar month, a report that shall serve as basis for the billing of the Real-time Market Data
10. If a report does not reach WBAG within 30 (thirty) days after the end of the relevant calendar month, WBAG may send to the Contractual Partner a written reminder to the Contractual Partner to send such report within 30 days, failing which WBAG may invoice the number of Units of Count up to 10 (ten) percent above the last reported number. In such cases, WBAG retains the right to conduct an Audit pursuant to the provisions of this Agreement.
11. Webhosting Clients must obtain the one-time approval from WBAG by sending Annex 2 to WBAG and/or may report monthly within the scope of the real-time market data reporting.
12. Subvendors, Derived Data/Non-display Customers and Service Facilitators must obtain the one-time written consent from WBAG and may report monthly within the scope of real-time market data reporting.

Unit of Count

13. Unless otherwise provided for in this Agreement, all access to Real-time Market Data must be controlled through one of the following Units of Count and recorded for Reporting.
14. The Contractual Partner may select between the Unit of Count "User ID" or Unit of Count "Net User ID".
15. The Contractual Partner must inform WBAG in writing at least four months before or at the time of execution of the Agreement if the Reporting will be done by Unit of Count "User ID" or Unit of Count "Net User ID".
16. The Contractual Partner is under the obligation to monitor and record access to Real-time Market Data and to the entire internal and external dissemination of Market Data by taking the required technical or administrative measures at its company and at its Subscribers and/or End Users (e.g. Service Agreement, Entitlement Systems or Honesty Statements to be completed by the Subscriber), and in this manner ensure that the actual number of the relevant Units of Counts are reported to WBAG
17. The Contractual Partner is under the obligation to report the Units of Count for Real-time Market Data irrespective of their actual use
18. The Contractual Partner must also report the following Market Data uses for which no data fees pursuant to Annex 1 are due:
 - Emergency Information Facilities ("EIF Sites"), i.e., backups Locations maintained by the Contractual Partner. On the condition that these are Units of Count already paying data fees for Real-time Market Data pursuant to Annex 1 for a production Location and access to the EIF Site is not possible

simultaneously with access to the production Location and the number of Units of Count of the EIF Site is equal to or lower than the number of already reported Units of Count at the respective production Location.

- Within the first thirty days during which a Unit of Count receives Market Data (Free Trial). The Free Trial period begins on the date the Unit of Count is entitled for the first time to receive Real-time Market Data and ends no later than 30 days after such date. The Contractual Partner may provide this Free Trial to a Unit of Count only once. The Free Trial may not be used to obtain cheaper access to Real-time Market Data for existing Units of Count. This provision does not apply to Data Feeds of the Contractual Partner, but only to controlled Devices.
19. The business areas of the contractual partner such as news, research, trading or customer support for securities trading by the Contractual Partner are subject to the reporting obligation
 20. The contractual partner may also report the following types of use of the Market Data by applying the product code "Operational Use"
 - for marketing and demonstration purposes for potential customers, and
 - for the development, operation, technical support, review and quality assurance of the systems used for the external dissemination of the market data, and
 - for the customer help desk
 with the number of internal end users for this activity not being permitted to exceed 10% of the total internal use of the Contractual Partner.
 Subscribers and end users of the contractual partner do not have the option of using the aforementioned exception through the product code "Operational Use".
 21. The data fees for a full month shall be due for every month in which a Unit of Count may access to the Market Data irrespective of whether the Market Data has been accessed or not.
 22. As a rule, the data fees pursuant to Annex 1 apply unless the End User is a Non-professional End User as defined in Clause 4.13 et seq. In this case, the data fees for Non-professional End Users pursuant to Annex 1 apply.
 23. The Contractual Partner's reports may contain credits for cancellations of Units of Count in its current monthly report only regarding the Units of Count reported within the last three months. No credits may be claimed for Units of Count for periods going back more than three months without the prior written approval of WBAG. In such case, the Contractual Partner must furnish verifiable proof of the error to WBAG that constitutes the grounds for a reduction in fees. WBAG reserves the right to conduct an Audit in accordance with the provisions of this Agreement with respect to credit claims within a reporting period that exceed 20% (twenty percent) of the average monthly reported fees for the preceding six months.

Unit of Count "User ID"

24. If the option Unit of Count "User ID" is selected, then every access instance to Real-time Market Data within the Closed User Environment must be controlled and reported via the standardized reporting form.
25. All access instances to Real-time Market Data by a User ID are subject to a fee irrespective of whether the Real-time Market Data was received from one or more Vendors. The fees shall be due for each Vendor separately. A summarized report for the same User ID for Real-time Market Data received from different data sources (netting) is not permitted.
26. The joint use of an individual User ID by several End Users is not permitted.

27. Access to Market Data by a single User ID and/or End User through more than one device simultaneously is only permitted when irrespective of the actual use; every possible access is reported and paid for. For the avoidance of doubt access means the physical capability, whether used or not, of successfully receiving or retrieving Market Data.

Unit of Count “Net User ID”

28. Reporting on the basis of the Unit of Count “Net User ID” must be approved by WBAG in advance in writing and requires a special reporting form which WBAG makes available on request.
29. A requirement for Reporting on the basis of the Unit of Count “Net User ID” is a valid Market Data Agreement with WBAG. Subscribers cannot use this Unit of Count unless they have a valid Market Data Agreement with WBAG.
- WBAG will give its approval under the following conditions:
- The Contractual Partner provides WBAG with a description of the netting process and a list of the Market Data management systems used for this purpose.
 - The Contractual Partner provides WBAG with at least one trial report that meets the minimum requirements as mentioned below in clause 36.
 - WBAG or a third party it commissioned may, if necessary, obtain information on the netting process at the premises of the Contractual Partner and regarding the Market Data management system used for this purpose.
30. After approval of the Reporting by Unit of Count “Net User ID” by WBAG, WBAG will inform the Vendors of the Contractual Partner accordingly. The Vendors are under the obligation to use specific product codes that do not trigger data fees. If a Vendor refuses to introduce such specific product codes, Reporting on the basis of the Unit of Count “Net-User-ID” is not possible.
31. The Unit of Count “Net User ID” permits a summarized report per End User for Real-time Market Data received from different data sources (Netting). This shall also apply when the End User is authorized to access Real-time Market Data through several User IDs.
32. The decision of the Contractual Partner to use the Unit of Count “Net User ID” and the relevant Reporting shall apply exclusively for Internal Use by the Contractual Partner and must be applied to all Market Data products of the stock exchanges listed in Annex 1 that are subject to MiFID II (WBAG and Third Party Contributors). The simultaneous Reporting of Internal Use per Unit of Count “User ID” for exchanges that are subject to MiFID II is excluded. All Market Data products of the stock exchanges listed in Annex 1 that are not subject to MiFID II, must be reported by Unit of Count “User ID”.
33. The joint use of an individual Net User ID by several End Users is not permitted.
34. Netting is permitted only for the Internal Use of the Contractual Partner of WBAG, but not for its Subscribers unless the Subscriber is a Contractual Partner of WBAG.
35. For Contractual Partners that use the netting option, special data fees pursuant to Annex 1 apply.
36. In the event of Reporting based on the Unit of Count “Net User ID”, the following information must be reported by the Contractual Partner:
- Name of the Subscriber, address and contact person
 - Market Data product pursuant to Annex 1 (e.g. WBAG Index Market Data, etc.).
 - Number of Units of Count per Real-time Market Data product irrespective of actual use
 - Date on which the authorization to access the Market Data enters into force
 - Summary of all Units of Count and the corresponding total sum for the reporting period.

- Information and contact details of all Vendors through which the Contractual Partner subscribes to real-time Market Data
- The respective Vendor Account Number/Subscriber Code for which the Unit of Count "Net User ID" has been used
- A list of the End Users giving the first and last names of the individual End Users and/or User IDs as well as the Vendor Services used by these End Users. Contractual Partners may replace the names by an uniquely attributable numerical or alphanumeric code for data protection reasons.

Honesty Statements

37. When the Contractual Partner makes Real-time Market Data available to Subscribers through data feeds, the Contractual Partner usually does not have any possibility – unless it uses access authorization software – of recording, managing and controlling through a reliable electronic Entitlement System the number of Units of Count that must be reported and billed.
38. The Contractual Partner is nonetheless responsible for ensuring that the number of Units of Count is reported correctly to WBAG in accordance with the provisions of this Agreement. The Contractual Partner must ensure that the Subscriber supplies a monthly Honesty Statement that confirms the number of Units of Count for which the individual Real-time Market Data products pursuant to Annex 1 are authorized and that serves as basis for the Reporting of the Contractual Partner to WBAG. WBAG accepts Honesty Statements only if these contain the information stated in Clause 10 of this Annex.
39. An Honesty Statement that has not been completed does not justify a reduction or waiver of fees, nor does it constitute Reporting in accordance with this Agreement. In such case, WBAG will bill the fees for all Units of Count that are capable of displaying Real-time Market Data.
40. The correctness of the Honesty Statements must be checked by the Contractual Partner by suitable measures and these control measures executed by the Contractual Partner must be documented.
41. Should WBAG gain knowledge (e.g. within the scope of an Audit) that the Contractual Partner has not collected Honesty Statements in accordance with the provisions and/or the correctness of the Honesty Statements has not been checked by the suitable means, WBAG may invoice the number of Units of Count by up to 10 (ten) percent more than the last figure reported; and/or it may discontinue or suspend the supply of Market Data and terminate the Agreement, and/or make the continuation of the Agreement contingent on the direct conclusion of a Market Data Agreement with specific subscribers or all subscribers of the Contractual Partner.

Reporting: Form and Content

To minimize administrative work and enable the swift settling of accounts for the variable use of Market Data, WBAG uses a standardized reporting form which is available on the WBAG website at www.wienerbourse.at/Market Data/Contracts.

- The standardized reporting form is used in the following cases:
 - Reporting of Unit of Count "User-ID"
 - Reporting of the unit of count "Net-User-ID" by the vendor using special product codes that do not trigger any data fees. Subscribers who report the Unit of Count "Net-User-ID" directly to WBAG require a special reporting form which WBAG provides on request
 - Reporting of EIF-Sites and Free Trials

- Forwarding of Market Data to Subvendors
- Forwarding of Market Data to Webhosting Clients
- Forwarding of Market Data to Service Facilitators
- Forwarding of Market Data to Derived Data/Non-display Customers
- Use of Market Data within Operational Use and Internal Use by the Contractual Partner
- Reports must be sent electronically to mds.reports@wienerborse.at
- Reports must be submitted as Excel files (.xlsx) to WBAG
- Clients must submit their usage reports on a monthly basis.
- Once a Location (Number) and Product (Code) have been reported, they will be considered 'reportable' for the next period, i.e. the next month's report must contain the same combination of Location and Product.
- To unsubscribe users or entities with access to the data, the user or entity must be reported with a quantity of 0. Having reported a user or entity with a quantity of 0 will be considered a 'delete'. The user or entity is thereafter no longer considered 'reportable', and may be removed from the next month's report. Re-activation always remains possible by reporting new inventory for the same user or entity at a later date.

The table below shows an overview of the pre-defined reporting fields. It explains which fields are mandatory, the constraints that apply and the information that must be entered into the respective fields. All fields have to be present in the report. This applies also to optional fields even if they have no information. Column headers must be exactly the same as described in the table below. However, the order may be changed. Please prevent tailing spaces in any of the fields.

Field name	Mandatory field	Constraints	Content																		
Market	Yes	Only one value allowed in a single report	By default, always enter "WB" regardless of which stock exchange is being reported																		
Client Prefix	Yes	Only one value allowed in a single report The combination of Client Prefix and Location Number may not exceed 30 characters.	Is assigned by WBAG with the respective stock exchange code. For example: XYZ_WBAG or XYZ_PSE A list of the stock exchange codes is available here: <table border="1"> <tr> <td>Vienna</td> <td>WBAG</td> </tr> <tr> <td>Albania</td> <td>ALSE</td> </tr> <tr> <td>Banja Luka</td> <td>BLSE</td> </tr> <tr> <td>Belgrade</td> <td>BELEX</td> </tr> <tr> <td>Kazakhstan</td> <td>KASE</td> </tr> <tr> <td>Ljubljana</td> <td>LJSE</td> </tr> <tr> <td>Macedonia</td> <td>MSE</td> </tr> <tr> <td>Prague</td> <td>PSE</td> </tr> <tr> <td>Zagreb</td> <td>ZSE</td> </tr> </table>	Vienna	WBAG	Albania	ALSE	Banja Luka	BLSE	Belgrade	BELEX	Kazakhstan	KASE	Ljubljana	LJSE	Macedonia	MSE	Prague	PSE	Zagreb	ZSE
Vienna	WBAG																				
Albania	ALSE																				
Banja Luka	BLSE																				
Belgrade	BELEX																				
Kazakhstan	KASE																				
Ljubljana	LJSE																				
Macedonia	MSE																				
Prague	PSE																				
Zagreb	ZSE																				
Location Number	Yes	The combination of Client Prefix and Location Number may not exceed 30 characters.	Numerical or alphanumeric identification number or customer number assigned internally by the Contractual Partner for Subscribers and/or Subvendors / Derived Data / Non-display Customers / Webhosting Clients																		
Location Name	Yes	Maximum 64 characters	Name of the subscriber and/or Subvendor or Derived Data or Non-Display Customer or Webhosting Client Contractual Partners that report individual users may replace the name by a uniquely attributable numerical or alphanumeric code for data protection reasons.																		
Address1	Yes	Maximum 50 characters	Address of the Subscriber and/or Subvendor or Derived Data or Non-display Customer or Webhosting Client																		
Address2	No	Maximum 50 characters																			
Address3	No	Maximum 50 characters																			
City	Yes	Maximum 50 characters																			
State	No	Maximum 32 characters																			

Field name	Mandatory field	Constraints	Content
Postal Code	No	Maximum 15 characters	
Country Code	Yes	Must be the ISO 3166-1 alpha-2 country code	
Contact Last Name	No	Maximum 32 characters. If contact information is added, this field is mandatory.	<p>Last name of the contact person of the contractual partner at the subscriber and/or Subvendor or Derived Data or Non-display Customer or Webhosting Client</p> <p>Contractual Partners that report individual users may replace the name by a uniquely attributable numerical or alphanumerical code for data protection reasons.</p>
Contact First Name	No	Maximum 32 characters	<p>First name of the contact person of the Contractual Partner at the Subscriber and/or Subvendor or Derived Data or Non-display Customer or Webhosting Client</p> <p>Contractual Partners that report individual users may replace the name by a uniquely attributable numerical or alphanumerical code for data protection reasons.</p>
Contact Telephone No	No	Maximum 50 characters	
Contact Email Address	No	Maximum 64 characters	
Effective Month	Yes	<p>Must be formatted according to ISO 8601 Standard e.g. 2019-06-30 for June 2019</p> <p>Retroactive reporting or cancellations according to clause 23 of Units of Counts are permitted.</p> <p>Cancellations or additions of retroactive months require to create multiple lines for the same Location Number and Product Code, but if added no gaps are allowed (report must then contain all months as of the first retroactive month present for that Location Number and Product Code).</p>	

Field name	Mandatory field	Constraints	Content
Product Code	Yes		<p>Market Data product pursuant to Annex 1 of the MDA and Annex A of the Derived Data Agreement in the form of the respective product code</p> <p>A list of the product codes is available on the WBAG website www.wienerbourse.at/ Market Data/Contracts</p>
Monthly Total Quantity	Yes		Sum of the Units of Count per Subscriber and Internal Use of the Contractual Partner respectively.
Comments		Maximum 100 characters	Additional information such as PO numbers or other information

Product Codes

A list of the product codes is available on the WBAG website.

There are the following types of product codes:

- Product codes for the real-time data use by the Vendor
The Vendor reports its internal use and its operational use as defined in clauses 19 and 20 using the respective applicable product codes
- Product code for Subscribers (Unit of Count User ID)
 - End Users
The Vendor reports using the product code that shows if data use is subject to control by the Vendor or the Subscriber, for example, in the case of data feeds
 - Non-professional Users
The product codes for non-professional users applies also in cases of reporting per Net User ID
 - Free Trials
 - Service Facilitators
 - Emergency Information Facility (EIF-Sites)
 - Test accounts
- Product code for data fees for Subscribers
- Product code for Subscribers (Unit of Count Net User ID)
 - The Vendor reports using the product code that shows that the reporting is done via the subscriber.
The special product codes do not trigger any data fees when reported by the Vendor.
 - The Subscriber reports directly to WBAG using special product codes and a special reporting form which WBAG provides on request.
- Product codes for Subvendors
- Product codes for Derived Data / Non-display Customers, and
- Product codes for Webhosting Clients