

Annex 4: Reporting Requirements

Annex 4 is a constituent part of the Agreement. In the event of a contradiction between the main part of the Agreement and Annex 4, the Annex shall prevail.

Reporting Scope

1. The Client shall submit reports for all use(s) and redistribution of Market Data during the reporting period in accordance with these terms and the terms and conditions set out in the Agreement.
2. The Client 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 (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 in accordance with the Reporting Requirements.
3. Real Time Market Data is subject to monthly Reporting.
4. Delayed and/or End-of-Day Market Data are not subject to Reporting with the exception of Display Data Use of Delayed Market and/or End-of-Day Data by Webhosting Customers. The Client is obliged to report the transmission of Delayed and/or End-of-Day Market Data to Webhosting Customers by obtaining WBAG's one-time valid consent via Annex 2 (see clause 4.6)

When to report

5. The Client must send to WBAG within thirty (30) days after the close of every calendar month, a report that shall serve as basis for the billing of the Real Time Market Data.
6. If a report does not reach WBAG within thirty (30) days after the end of the relevant calendar month, WBAG shall send to the Client a written reminder (including by email) to send such report within thirty (30) days, failing which WBAG may invoice the number of Units of Count up to ten (10) percent above the last reported number. In such cases, WBAG retains the right to conduct an Audit pursuant to the provisions of this Agreement.

Inadequate monitoring / reports, no Reporting

7. Should WBAG gain knowledge (e.g. within the scope of an Audit) that the Client has not taken the necessary technical and administrative measures pursuant to clause 2 of this Annex or that the requirements for proper Reporting pursuant to Annex 4 are lacking in general, WBAG may 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 Client; and/or
 - Exclude the Reporting of Internal Use based on the Physical User IDs; and/or
 - Terminate the Agreement without notice.

Should a Subscriber fail to provide the required information to the Client on the use of the Real Time Market Data, the Client must cut off the Subscriber's access to the Real Time Market Data within 30 days.

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

What to report

10. The Client is obliged to report the Units of Count for Real Time Market Data irrespective of their actual use.
11. The fees for a full month shall be due for every month in which a Unit of Count may access Market Data irrespective of whether Market Data has been accessed or not.
12. If a lump sum is offered for a Market Data Product no monthly reporting is requested. However, the access to the Real Time Market Data shall still be controlled via Access IDs and the total number of Access IDs within the Closed User Group shall be notified to WBAG if requested.
13. The Reporting must include the following Market Data uses in the reports:
 - The Client's Internal Display and/or Non-Display Data use of Market Data
 - The Client's Operational Data Use. Fees will be waived for the Operational Data Use of Real Time Market Data by the Client's Users for marketing purposes and for demonstrations with potential customers as well as to the development, the operation, the technical support, the review of quality assurance of the Client's systems used for the external dissemination of Market Data and the customer helpdesk, with the number of internal users for this activity not being permitted to exceed more than ten (10)% of the total Internal Use of the Client. Business areas such as news, research or trade or customer support for securities trading provided by the Client are subject to the Reporting Requirements pursuant this Annex 4. The aforementioned exceptions to the Reporting obligations are not available to Subscribers of the Client.
 - The Client's (professional and non-professional) Subscribers' Display Data Use of Market Data both via "Access-ID" and "Physical User ID" whereas the latter shall be reported by the Client using special product codes that do not trigger any Data Fees. For the avoidance of doubt, the Client is not obliged to report its Subscribers Non-Display Data Use as this kind of use must be reported by the Subscriber directly to WBAG based on an Agreement and special Reporting form (Data Usage Declaration).
 - Redistribution of Market Data to Vendors
 - Redistribution of Market Data to Data Feed customers
14. The Client must also report the following Market Data uses for which the fees for the use of Market Data will be waived:
 - Emergency Information Facilities ("EIF Sites"), i.e., backups Locations maintained by the Client. 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 thirty (30) days after such date. The Client 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 Client, but only to controlled Devices.

- Service Facilitators are entitled to receive Market Data. The fee waiver applies provided that Market Data redistributed to the Service Facilitator is controlled by the Client and Market Data are used solely for the purposes mentioned in clause 4.7 and the Client obtained prior written approval from WBAG (including by email).
 - Academics such as researchers, professors, and students affiliated with educational, or research institutions are entitled to receive Market Data. The fee waiver applies provided that Market Data redistributed to the Academics is controlled by the Client and Market Data are used solely for scientific or academic purposes and not on behalf of an industry or market participant, excluding any other direct or indirect commercial or business-related activity and the Client obtained prior written approval from WBAG (including by email).
 - Civil Society Organizations, i.e. non-profit organizations whose members serve the general interest, without being an Association or Federation representing industry interests which intends to use the Market Data. The fee waiver applies provided that Market Data redistributed to the Civil Society Organizations is controlled by the Client and Market Data are used for their own internal purposes of the Civil Society Organization and not on behalf of an industry or market participant or for any remuneration and the Client obtained prior written approval from WBAG (including by email).
 - National Competent Authority (“NCA”) i.e. the authority, designated by each Member State, pursuant to the Regulation (EU) No 600/2014 Article 4 Definitions (26) ‘competent authority’ that points to ESMA’s register for competent authority as per Amending Directive (EU) NO 2014/65 Article 67, and ESMA in its role as the DRSP supervisor pursuant to Regulation (EU) NO 600/2014 Article 27b 1. and 38b 1.(a). is entitled to receive Market Data. The fee waiver applied provided that Market Data redistributed to the NCA is controlled by the Client, Market Data is solely used for the purposes of market supervision in the NCA’s capacity as National Competent Authority and the Client obtained prior written approval from WBAG (including by email).
15. The Client’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 (3) 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 Client must provide 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 5% (five percent) of the average monthly reported fees for the preceding six months.

Unit of Count

16. Unless otherwise provided for in this Agreement, all access to Real Time Market Data must be controlled through the Unit of Count “Access ID” or “Physical User ID” or Device and recorded for Reporting.
17. The Unit of Count for measuring and reporting Display Data Use is the “Access ID”. In cases specific prerequisites as outlined below are met the Unit of Count “Physical User ID” can be used instead of the “Access ID”.
18. The Unit of Count for measuring and reporting Non-Display Data Use is the “Device”.

Unit of Count “Access ID”

19. The access of Real Time Market Data within Closed User Groups has to be controlled and reported via “Access IDs”.
20. All “Access IDs” 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 “Access ID” for Real Time Market Data received from different data sources (“Netting”) is not permitted.
21. The joint use of an individual “Access ID” by several Users is not permitted.
22. Access to Market Data by a single “Access ID” User through more than one Device simultaneously is only permitted
 - when irrespective of the actual use; every possible access is reported accordingly and paid for
 - or the User cannot access Market Data via more than one Device simultaneously due to technical reasons or the Client reports the Users via the Unit of Count “Physical User ID”.

Unit of Count “Physical User ID”

23. The Unit of Count “Physical User ID” permits a summarized report per User for Real Time Market Data received from different data sources (“Netting”). This shall also apply when the User is authorized to access Real Time Market Data through several Access IDs.
24. Reporting based on the Unit of Count “Physical User ID” requires a Client to enter into an Agreement with WBAG and must be approved in writing by WBAG in advance. Also, the Client must use a special reporting form which WBAG makes available on request.
25. Netting is permitted exclusively for the Internal Data Use of the Client and is not available for Subscribers which have not entered into an Agreement with WBAG. Netting must be applied to all Market Data products of the stock exchanges listed in Annex 1 that are subject to MiFID II. The simultaneous Reporting of Internal Data Use per Unit of Count “Access ID” for exchanges that are subject to MiFID II is excluded.
26. For exchanges that are not subject to MiFID II the use of the Unit of Count “Physical User ID” (Netting) is not permitted.
27. The joint use of an individual Physical User ID by several Users is not permitted.
28. For Clients that use Netting, special Data Fees pursuant to Annex 1 apply.
29. WBAG will give its approval to Netting under the following conditions:
 - The Client provides WBAG with a description of the Netting process and a list of Market Data management systems used for this purpose.
 - The Client provides WBAG with at least one test report that meets the minimum requirements as mentioned in clause 32 of this Annex.
 - WBAG or a third party it commissioned may, if necessary, obtain information on the Netting process at the premises of the Client and regarding Market Data management system used for this purpose.
30. After approval of the Netting by WBAG, WBAG will inform the Vendors of the Client 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, Netting is not possible.
31. In the event of Reporting based on the Unit of Count “Physical User ID”, the following information must be reported by the Client:
 - Name of the Subscriber’s Locations, address and contact person
 - Market Data product pursuant to Annex 1

- Number of Units of Count per Real Time Market Data product irrespective of actual use
- Date on which the authorization to access 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 Client subscribes to Real Time Market Data
- The respective Vendor Account Number/Subscriber Code for which the Unit of Count “Physical User ID” has been used
- A list of the Users giving the first and last names of the individual Users and/or Access IDs as well as the Vendor Services used by these Users. Clients may replace the names by an uniquely attributable numerical or alphanumeric code for data protection reasons.

Unit of Count “Device”

32. Non-Display Data Use of Real-Time Market Data must be controlled and reported using the Unit of Count „Device“.
33. For Non-Display Data Use Fees according to Annex 1 apply.

Honesty Statements

34. In cases no proper Entitlement Systems are in place when the Client makes Real Time Market Data available to Subscribers through Data Feeds the Client 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 Client 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 Client to WBAG. WBAG accepts Honesty Statements only if these contain the information stated in this Annex.
35. 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 cases, WBAG will bill the fees for all Units of Count that are capable of displaying Real Time Market Data.
36. The correctness of the Honesty Statements must be checked by the Client by suitable measures and these control measures executed by the Client must be documented.
37. Should WBAG gain knowledge that the Client 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 Client.

Reporting: Form and Content

WBAG uses standardized Reporting forms and product codes all of which are available on the WBAG website in the section Market Data or on request via mds@wienerboerse.at.

The following rules apply for Non-Display Data Use Reports via Data Usage Declaration (“DUD”):

- The Client’s declaration must comprise its own as well as the Non-Display Data Use of the Client Group as listed in the Market Data Agreement unless the members of the Client Group declare their Non-Display Data Use independently in (a) separate DUD(s).
- The DUD must be updated or confirmed by the Client at least once a year by June 30 of the respective calendar year. If the DUD is not provided within one (1) month after June 30 of the respective calendar year, the price level for an unlimited number of Devices (enterprise license) shall apply.
- If changes to the number of Devices during the current calendar year affect the licensing of Market Data, these changes must be reported to WBAG via the DUD within one (1) calendar month, stating the date of the change, so that WBAG can adjust the billing accordingly.
- All Devices that have access to Market Data for Non-Display Data Use need to be included in the Reporting via this DUD. For the avoidance of doubt, this includes Devices that are capable to access and Use Market Data for Display Data Use and Non-Display Data Use.
- If the number of Devices exceeds 10 (ten) and this applies to all four MiFID-regulated exchanges (enterprise licence), Reporting via DUD is only necessary once. For the avoidance of doubt, if the Client cannot control the access to Market Data, the enterprise license applies.
- The DUD must be sent electronically to mds@wienerboerse.at.

The following rules apply for Display Data Use Reports via Usage Reporting Template:

- Every stock exchange needs to be reported via a separate Reporting form.
- Reports must be sent electronically to mds.reports@wienerboerse.at
- Reports must be submitted as Excel files (.xlsx) to WBAG
- 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 Market 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.

Reporting Fields of the Usage Reporting Template

The table below shows an overview of the pre-defined Reporting fields. It explains which fields are mandatory, the constraints that apply and data that must be entered into the respective fields. All fields must be present in the report. This applies also to optional fields even if they have no data. 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 Client for its customers | | | | | | | | | | | | | | | | | | |
| Location Name | Yes | Maximum 64 characters | Name of the Location Clients 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 | Location Address | | | | | | | | | | | | | | | | | | |
| Address2 | No | Maximum 50 characters | | | | | | | | | | | | | | | | | | | |
| Address3 | No | Maximum 50 characters | | | | | | | | | | | | | | | | | | | |
| City | Yes | Maximum 50 characters | | | | | | | | | | | | | | | | | | | |
| State | No | Maximum 32 characters | | | | | | | | | | | | | | | | | | | |
| 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 | | Last name of the contact person at a Location | | | | | | | | | | | | | | | | | |

| Field name | Mandatory field | Constraints | Content |
|------------------------|-----------------|--|--|
| | | contact information is added, this field is mandatory. | Clients that report individual Users may replace the name by a uniquely attributable numerical or alphanumerical code for data protection reasons. |
| Contact First Name | No | Maximum 32 characters | First name of the contact person at a Location Clients that report individual Users may replace the name by a uniquely attributable numerical or alphanumerical code for data protection reasons. |
| Contact Telephone No | No | Maximum 50 characters | |
| Contact Email Address | No | Maximum 64 characters | |
| Effective Month | Yes | Must be formatted according to ISO 8601 Standard e.g. 2019-06-30 for June 2019 | Retroactive Reporting or cancellations according to clause 15 of Units of Counts are permitted. 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 retro-active month present for that Location Number and Product Code). |
| Product Code | Yes | | Market Data product pursuant to Annex 1 of the MDA in the form of the respective product code. A list of the product codes is available on the WBAG website wienerboerse.at/ Market Data/Contracts |
| Monthly Total Quantity | Yes | | Sum of the Units of Count per Location |
| Comments | | Maximum 100 characters | Additional information such as PO numbers or other information |