

# Derived Data Agreement

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Contract version valid from 1 January 2026

entered into by

**Wiener Börse AG**

Wallnerstraße 8  
1010 Wien

(hereinafter WBAG)

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Name

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Address

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Postal Code, City

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Country

(hereinafter Contractual Partner)

## Preamble

WBAG generates, collects and records price data, reference price data and other market information relating to the instruments traded on WBAG, and also markets and disseminates price data and other market information of third parties (hereinafter “Market Data”) as defined and described in the Agreement. The Contractual Partner wishes to receive this Market Data and use it for creation of Derived Data according to this Agreement. WBAG wishes to grant a license to the Contractual Partner for the above usage of Market Data.

The contractual parties state that the Vendor or Subvendor indicated in Annex B of this Agreement and WBAG entered into a Market Data Agreement, in which WBAG authorized the Vendor or Subvendor to distribute Market Data supplied by WBAG. The Contractual Partner is either a subscriber of the above Vendor or Subvendor accordingly it is entitled to receive fee-labile Market Data from the Vendor or Subvendor or directly connected to the WBAG data feeds or a Trading Member of WBAG.

## Definition

**Agreement:** This Derived Data Agreement, including any annexes or side letters.

**Audit:** Audit of the Contractual Partner by WBAG and/or a third party acting on WBAG's behalf to inspect compliance with the terms of this Agreement by the Contractual Partner.

**Company Group:** Subsidiaries and/or holding companies of the Contractual Partner as well as all subsidiaries of such a holding company. For the purpose of this definition, a subsidiary is a company in which the Contractual Partner directly or indirectly owns more than 50% (fifty percent) of the capital or has a 50% (fifty percent) stake in the capital and exercises a controlling interest in the subsidiary. WBAG has the right at its sole discretion based on well-founded grounds to deny a subsidiary access to Market Data.

**Derived Data:** Works that are created partially or wholly by processing, changing and/or combining the Market Data with market data or other data in a way that the Market Data itself is not revealed, may not be determined, reverse engineered or which may not substitute the Market Data. Derived Data types are the following:

- Creation of index or other financial product on discretion of WBAG. According to this Agreement an index will be numerical and/or graphical representation(s) of the value or volatility of a financial market, market sector or group of traded instruments, calculated from time to time on a standard basis in order to reflect movements in the underlying component Market Data.
- All non-display type of applications or services using Market Data e.g. risk management systems, portfolio evaluation services, analytical and/or order generating applications, trading systems (auto trade/quote), etc.

**End User:** Natural person who has been given access to the Market Data by the Contractual Partner or Subscriber.

**Intellectual Property Rights:** Patents, trademarks, service marks, trade and service names, copyrights, topography rights, the database rights and design rights irrespective of whether they are registered or not, including any registration applications, trade secrets or secrecy rights as well as all rights or forms of protection of a similar nature or having a similar or equivalent effect as may exist anywhere in the world.

**Market Data Agreement:** The Market Data Agreement, including any annexes or side letters. The Market Data Agreement regulates the transmission of Market Data to vendors, subvendors, professional and non-professional End Users and website clients as well as their rights and obligations regarding the use of the Market Data.

**Market Data:** The market data offered by WBAG for sale.

**Real-time Market Data:** Market Data made available with a time lag of less than 15 minutes after the first transmission to the market by WBAG.

**Subvendor:** Vendor receiving the Market Data from an authorized Vendor or Subvendor for the purpose of further distribution or dissemination to Subvendors, End Users and Webhosting Clients pursuant to the terms of the Market Data Agreement.

**Third Party Content:** Any Market Data supplied by a Third Party Contributor to WBAG for marketing and dissemination purposes, but which is not owned by WBAG. The data may be subject to specific terms and conditions under this Agreement.

**Third Party Contributor:** Any natural or legal entity that provides Market Data to WBAG for marketing and dissemination by WBAG.

**Vendor:** Legal entity receiving the Market Data directly from WBAG and is authorized to supply the data to Subvendors, End Users and Website Clients within the scope of a Market Data Agreement.

**WBAG Trading Member:** Legal entity that is entitled to participate in trading on WBAG in the derivatives and/or cash markets.

**WBAG Data Feed:** The technical infrastructure of WBAG, for the purpose of disseminating Market Data of any kind.

**Webhosting Client:** A customer of the Contractual Partner who operates internet facilities that disseminate – either for a fee or free of charge – the Delayed or End-of-Day Market Data with the prior written consent of WBAG pursuant to Annex 2 of the Market Data Agreement, with the Contractual Partner having the exclusive control over the Market Data displayed.

## 1. Object of the Agreement

- 1.1. WBAG grants to Contractual Partner and Company Group a non-exclusive, non-transferable license to use Market Data subject to the terms and conditions of this Agreement for creation and distribution of Derived Data. Contractual Partner may use and/or distribute the Derived Data in such a way that the Market Data will not be distributed, neither incorporated, or could not be determined or reverse engineered by any third party.
- 1.2. Any use, distribution or forwarding of Market Data that does not conform with the terms of this Agreement as well as any deviation from the rights granted under this Agreement for the Market Data shall require a separate agreement between WBAG and the Contractual Partner.
- 1.3. WBAG acknowledges that the Contractual Partner and the Company Group own the Intellectual Property Rights in and to the Derived Data created by the Contractual Partner with the corresponding permission. The marketing of products based on Derived Data is not the object of this Agreement.

## 2. Contractual Partner's Receipt of Market Data

- 2.1. Contractual Partner may receive Market Data from the Vendor or Subvendor, via the WBAG data feeds or as a WBAG Trading Member as specified in Annex B. In case Contractual Partner wishes to receive the Market Data from a different Vendor or Subvendor an accordingly modified Annex B shall be sent to WBAG.
- 2.2. WBAG shall not be responsible for the installation, operation and maintenance of telecommunication lines, equipment and software and other arrangements necessary for Contractual Partner to receive Market Data. Moreover, WBAG is not responsible for and makes no representations or warranties regarding any services Contractual Partner obtains from a Vendor or Subvendor. WBAG reserves the right to suspend or terminate the supply of Market Data to the Vendor or Subvendor without notice to Contractual Partner.
- 2.3. The installation costs for data lines or alternative transmission facilities (e.g. networks) for the necessary hardware and the costs of other transmission facilities shall be borne by the Contractual Partner. The

- same applies to any maintenance costs and costs for the transmission of the Market Data between the dissemination hub and the receiving system of the Contractual Partner. The Contractual Partner shall furnish the equipment required to receive the Market Data and the necessary lines at its own expense.
- 2.4. Should WBAG or an entity commissioned with the transmission of the Market Data be invoiced for the use of the data lines and/or any other transmission equipment of WBAG, the Contractual Partner hereby agrees to reimburse WBAG or said entity for such costs 30 days after receipt of the relevant invoice.

### **3. Use of Market Data by Contractual Partner**

- 3.1. According to the terms of this Agreement, Contractual Partner may use Market Data solely for the purpose of creation of Derived Data. Contractual Partner may create Derived Data for internal and/or external usage. Any use or forwarding of Market Data that does not conform with the terms of this Agreement as well as any deviation from any rights granted under this Agreement for the Market Data shall require a separate written agreement between WBAG and the Contractual Partner.
- 3.2. Contractual Partner's use of Market Data permitted under this Agreement shall be specified in Annex A.
- 3.3. Contractual Partner shall not use the Market Data in any way that may, as determined by WBAG at WBAG's sole discretion create a false or misleading impression as to the origin or value of any item of Market Data.
- 3.4. The Contractual Partner shall make every reasonable effort to prevent any misuse or unauthorized redistribution of the Market Data. For the purposes of this Agreement, the misuse of the Market Data shall be especially any use or forwarding of the Market Data unless the Contractual Partner has concluded a Market Data Agreement with WBAG for such activities.
- 3.5. Contractual Partner shall take all reasonable precautions to prevent unauthorized access to or distribution of the Market Data. Contractual Partner shall promptly report to WBAG any unlicensed use or distribution of Market Data of which Contractual Partner becomes aware.
- 3.6. In the event of termination of this Agreement for any reason, Contractual Partner may keep the Market Data received during the term of this Agreement and continue using it in its services and databases.

### **4. Payment obligations**

- 4.1. Contractual Partner shall pay the monthly license fee(s) for the licensed usage of Market Data to WBAG in accordance with Annex A.
- 4.2. Derived Data fee shall be applied in case of Index and/or other similar product creation and/or non-display usage.
- 4.3. WBAG reserves all rights to determine whether any new product or alternative Market Data usage constitutes any of the above Derived Data.
- 4.4. The amount and structure of the monthly license fees depends on the type of Derived Data created by the Contractual Partner (Index or Non-display usage) subscribed to by the Contractual Partner and is defined in Annex A for the respective type of data.
- 4.5. The fixed monthly license fees shall be due in advance at the beginning of each calendar quarter (1 January, 1 April, 1 July, and 1 October) of each year and such fees shall be payable within 30 days of receipt of the invoice of WBAG, with reference being made to the specific invoice number.
- 4.6. The fees stated in 4.1 shall also be paid by the Contractual Partner even if it is not possible for WBAG to make the Market Data available for reasons that are not within the scope of responsibility of WBAG. Should it not be possible for WBAG to make the Market Data available for longer than 3 working days, the fixed monthly license fee will be reduced pro rata temporis.

- 4.7. In the case of arrears in payment, WBAG shall charge the Contractual Partner default interest as regulated by Article 456 of the Austrian Commercial Code.
- 4.8. WBAG shall have the right to modify the fees for the provision of the Market Data unilaterally at its sole discretion. However, such unilateral modification shall take place not more than once per calendar year and data segment. The Contractual Partner shall be notified in writing about such modification at least three calendar months in advance, provided that any such adjustment will only take effect from the first day of a quarter. In the event the Contractual Partner does not agree to the change in fees by WBAG, the Contractual Partner shall have the right to terminate this Agreement upon 30 days' notice as of the date of service of the notification by WBAG by registered mail. The termination of this Agreement becomes effective on the date the changes to the fees take effect.
- 4.9. The fees shall be paid in Euro to the bank account specified by WBAG. All Fees shall be exclusive of any value added tax or any other taxes, dues or charges, thus the net amount actually received by WBAG shall equal one hundred per cent (100%) the fee invoiced.
- 4.10. WBAG shall not reimburse the Contractual Partner for any fees already invoiced or received.

## **5. Audit**

- 5.1. Contractual Partner shall keep sufficient records to demonstrate compliance with this Agreement and to identify the sums payable to WBAG in accordance with this Agreement.
- 5.2. The Contractual Partner agrees to grant WBAG and/or third parties commissioned by WBAG on-site access to the relevant systems and documentation upon prior written notice of 90 days and subject to reasonable confidentiality and security requirements during the local business hours in order to review compliance with the terms of this Agreement by the Contractual Partner. The Contractual Partner is under the obligation to disclose all information directly related to the object of this Agreement.
- 5.3. The period of time, which the audit procedure covers, shall be the previous three calendar years, respectively the time period that has elapsed since the last Audit.
- 5.4. The same location shall not be audited more frequently than once a year on a regular basis, unless WBAG has well-founded reasons for further Audits.
- 5.5. The costs of an Audit will be borne by WBAG. In the event of gross errors attributable to the Contractual Partner, the Audit costs shall be borne by the Contractual Partner.
- 5.6. If an Audit should bring to light that the Market Data were disseminated and/or used willfully or grossly negligent in violation of the provisions of this Agreement and thus WBAG is unable to quantify the loss that it has suffered as a result of the misuse, the Contracting Party shall be liable to pay the outstanding license fees and data fees according to Annex A – Price and Product List of the Market Data Agreement as amended from time to time.

## **6. Intellectual Property Rights**

- 6.1. Contractual Partner acknowledges Intellectual Property Rights of WBAG and of Third Party Contributors to the Market Data and in the formats in which Market Data is transmitted. Contractual Partner explicitly agrees that its receipt and use of Market Data and the creation or use of Derived Data shall not affect the Intellectual Property Rights of WBAG and/or Third Party Contributors. No Intellectual Property Rights shall be transferred from WBAG or other Third Party Contributors to the Contractual Partner as a result of this Agreement.
- 6.2. WBAG acknowledges Intellectual Property Rights of Contractual Partner in the Derived Data if the product or application created by the Contractual Partner is determined at WBAG's sole discretion as Derived Data.

## **7. Warranties and Liability**

- 7.1. WBAG hereby guarantees that it is entitled to make the Market Data available to the Contractual Partner for the purposes set out under this Agreement, and that the Market Data and its use in accordance with the terms of this Agreement does not infringe on the Intellectual Property Rights of third parties. WBAG undertakes to hold the Contractual Partner non-actionable and harmless should the Contractual Partner be sued for a violation of immaterial goods and property rights or for a violation of any other rights of third parties provided that the Contractual Partner immediately notifies WBAG of any such claim.
- 7.2. WBAG shall be liable for damages within the scope of the services it supplies under this Agreement only if its bodies, assistants or other persons acting on its instructions have caused these by willful conduct or gross negligence and such conduct is proven. Liability for consequential damages and for profits not realized shall be limited to cases of proven willful conduct.
- 7.3. WBAG shall not assume any liability for the correctness, completeness or timely transmission of Market Data. However, WBAG undertakes to make available to the Contractual Partner, as far as possible, corrections and completions in the event the Market Data sent is faulty.
- 7.4. Contractual Partner will indemnify WBAG against all losses, claims, damages, expenses or costs which WBAG has incurred or paid to any third party arising from unauthorised access to or use of Market Data by Contractual Partner, except where the losses, claims, damages, expenses or costs arise from gross negligence or wilful misconduct on the part of WBAG or from the indemnity granted by WBAG in accordance with Clause 7.1 above.
- 7.5. WBAG shall not be liable for losses or damages that may occur due to errors or delays in the Market Data or as may occur during transmission of the Market Data regardless of the cause of such errors or delays. This shall apply, in particular, in the event of operating disruptions or force majeure. Should such circumstances last for more than 30 workdays, both contractual parties shall have the right to dissolve the contractual relationship with immediate effect by registered mail.
- 7.6. Should WBAG be ordered to pay compensation for damages in connection with this Agreement or to reimburse costs of any type, the sum of such payments by WBAG shall be limited as a maximum to the equivalent of the amount of the license fees payable by the Contractual Partner under this contract to WBAG in the respective calendar year.
- 7.7. The Contractual Partner shall procure to ensure authorised internal access and/or internal use and/or internal transmission of the Market Data. Unless it has been proven that WBAG or its appointed distributors have intentionally or by gross negligence caused damages in connection with any matter relating to the performance of WBAG's contractual duties, the Contractual Partner shall fully indemnify and hold WBAG harmless against any claims for damages or costs.
- 7.8. Claims for damages against WBAG under this Agreement shall lapse under the statute of limitation within one year as of the date knowledge was obtained of the incident, which gave rise to the claim for damages, but at the latest within two years of the occurrence of such incident.

## **8. Confidentiality**

- 8.1. Both parties hereby declare their consent that confidential company-related information of the other party can be made available within the framework of this contractual relationship. Each of the contractual partners is under the obligation to treat the information confidentially and to refrain from making it available to third parties without the consent of the other contractual party or to use it for any other purposes in violation of this contract. The parties further agree that information disclosed to WBAG within the framework of the

- reporting obligations or the audit shall be treated confidentially. The obligation to observe confidentiality under this clause shall remain binding for as long as such information retains commercial value.
- 8.2. The obligation of confidentiality shall not apply to information that is generally available to the public through no act or omission of the receiving party, or becomes known to the receiving party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court order or request by any government or regulatory authority or is in the public domain at the time of disclosure, or was in the possession of or demonstrably known by either party prior to its receipt from the other party; or becomes known to either party from a source other than the other party without breach of party's obligations under the Agreement.
- 8.3. Neither of the Contractual Partners shall be permitted to make public announcements, send out press releases, communications or circulars (other than to the extent required by law or regulation) concerning the content of this Agreement without the prior consent of the other. This consent may be withheld if the disclosure would be damaging to the vital interests of the Contractual Partner.
- 8.4. WBAG is under the obligation to treat confidential information confidentially, in particular, customer data within the scope of Reporting and to refrain from making it available to third parties except when such third party is conducting an Audit on behalf of WBAG. WBAG will adhere to the provisions of data protection law and shall ensure that this confidentiality obligation is observed also beyond the term of the Agreement.
- 8.5. Within the scope of this Agreement, the personal data of the Contractual Partner such as name and address are transmitted. These data are processed by WBAG within the scope of proper business management. WBAG will observe the requirements of applicable data protection provisions in their valid versions when processing personal data.
- 8.6. WBAG is authorized to use, process and store all personal data sent by the Contractual Partner for the purpose of fulfilling the Agreement and all related tasks, and to enter the data into a reporting tool operated by WBAG or by a third party charged by WBAG. The Contractual Partner agrees to the storage also on external server of the personal data transmitted for this purpose. To this end, the Contractual Partner agrees to obtain the corresponding approvals of its employees and customers for the storage and processing of the data by WBAG or by a third party it has charged with the task. All personal data that WBAG receives from the Contractual Partner during the effective period of the contractual relationship shall be stored for a period of three years after the termination of the collaboration with the Contractual Partner. WBAG will impose on the third parties it commissions with tasks the obligation to observe the applicable data protection provisions, as amended.

## **9. Term and Termination**

- 9.1. This Agreement shall become effective upon signing by both contractual partners and shall be concluded for an indefinite period of time.
- 9.2. This Agreement may be terminated at the end of every month by either of the contractual partners without stating reasons and by giving three months' notice sent in writing by registered mail.
- 9.3. The contractual partners shall have the right to terminate this Agreement with respect to parts of the Market Data from Third Party Contributors at the end of every month by giving three months' notice sent in writing by registered mail.
- 9.4. Both contractual partners shall be entitled to terminate this Agreement without notice for material breach of contract by registered mail. The following will be considered to constitute a material breach of contract:
- the usage or distribution or otherwise making available of the Market Data contrary to the terms of this Agreement, misrepresentation of the Market Data, refusal to co-operate in an audit, the non-payment of the fees prescribed by WBAG despite written reminders to the Contractual Partner, or

- in the event of a petition to wind up the other party's business or such petition has been granted, or a similar motion or proceedings arising from any inability to meet its financial obligations or insolvency of the Contractual Partner is made or has been granted.
  - If the Market Data Agreement regarding Market Data supply between the Contractual Partner and the Vendor or Subvendor indicated in Annex B has been terminated and the Contractual Partner fails to notify WBAG of a new Vendor or Subvendor.
- 9.5. WBAG shall be entitled to immediately terminate this Agreement if it is prevented for any reason whatsoever from making the Market Data available (e.g. impossible to fulfill the contract by WBAG).
- 9.6. If this Agreement is terminated in accordance with the terms of the Agreement, neither of the parties shall be entitled to compensation for damages resulting therefrom or to the reimbursement of costs, fees or expenses.
- 9.7. Irrespective of the dissolution of the Agreement in accordance with this clause, the Contractual Partner has the right without any further obligations vis-à-vis WBAG to use the Market Data received during the term of this Agreement for an unlimited time and to use the Market Data for the contractually agreed-on purposes.

## 10. General Provisions

- 10.1. This Agreement constitutes the entire mutual understanding of the contractual partners with regard to the object of the Agreement and supersedes all proposals, representations or prior agreements, whether oral or in writing, relating to the provision of the Market Data. The contractual partners hereby acknowledge that they have not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated in it (except in the case of fraud).
- 10.2. Neither party may assign any right or obligation under this Agreement without the prior written consent of the other party. This also applies to the assignment to a member of the Company's Group for corporate reorganization or to a majority-owned or majority-controlled subsidiary or affiliate as well as to mergers and divestments
- 10.3. Except for the Annex, which may be amended by WBAG with three months' prior notice and such amendments take effect from the first day of the quarter, no change or amendment to the Agreement will be valid unless mutually agreed in writing and signed by both parties. Should the Contractual Partners fail to reach agreement regarding a change, they have the right to terminate the Agreement pursuant to Item 9.2. effective as of the date of the change to the Agreement enters into force.
- 10.4. Should any of the individual provisions of this contract become ineffective or cease to be valid, the remaining provisions shall nonetheless continue to be binding. Any provisions that cease to be effective shall be replaced in the spirit of a supplemental interpretation of this contract by a provision that meets the economic purpose as close as possible of the provision having become invalid.
- 10.5. This Agreement shall be governed by and construed in accordance with Austrian law with the exception of the provisions under International Private Law. The application of General Terms and Conditions of Business shall be excluded.
- 10.6. The contractual partners agree to the exclusive jurisdiction of the Commercial Court of Vienna or of the District Court of Vienna for Commercial Matters competent according to the amount litigated as well as for all disputes arising in connection with this Agreement, also regarding the validity of this Agreement.
- 10.7. Failure or delay by either party to exercise any right or remedy under this agreement will not considered as a waiver of such right or remedy nor as an acceptance of the event giving rise to such right or remedy.
- 10.8. All notices and notifications required under this Agreement shall be in writing and signed by an authorized signatory or duly authorized officer of the party giving notice or notification.



- 10.9. This Agreement may be executed and/or delivered by electronic means. Any electronic and/or electronically-delivered signatures shall have the same legal effect as physically delivered manual signatures.
- 10.10. The contractual partners agree that "in writing" within the meaning of this Agreement includes either hand-writing or a qualified electronic signature and/or - in exceptional cases - also a simple electronic signature.
- 10.11. All claims under this Agreement expire at the latest within two years after termination of the Agreement.
- 10.12. Two identical counterparts of this Agreement have been presented to the two contractual partners for signing; each of the contractual partners shall receive a copy after the signing. The two contractual partners agree that each of the two counterparts is a complete version of the Agreement.

This Agreement has been signed by the authorized signatories of the contractual partners.

|           |                      |       |                     |
|-----------|----------------------|-------|---------------------|
| _____     | Wiener Börse AG      | _____ | Contractual Partner |
| Date      | _____                | _____ | _____               |
| Signatory | _____                | _____ | _____               |
| Name      | _____                | _____ | _____               |
| Position  | Authorized Signatory | _____ | _____               |
| Signatory | _____                | _____ | _____               |
| Name      | _____                | _____ | _____               |
| Position  | Authorized Signatory | _____ | _____               |

## Annex A: Price List

Annex A is an integral component of the Agreement and supplements it. In the case of objections, Annex A prevails over the Derived Data Agreement.

### Price List effective as of 1 January 2026

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Name of the Contractual Partner

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Address

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Postal code / place

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Country

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Date

## License Fees

All license fees are understood to be exclusive of value added tax.

- Unless otherwise stated, the monthly license fees are due for every product used pursuant to Annex A.
- The license fees pursuant to Annex A for real-time Market Data also include the Non-display/Derived Data use of delayed Market Data pursuant to Annex A
- In the event of a direct connection to a WBAG data feed, the license fees and Technical Service Fees pursuant to Annex A of the Market Data Agreement are added. The Technical Service Fees are due only once for a Contractual Partner that is simultaneously party to a Market Data Agreement and to a Derived Data Agreement with WBAG.
- The license fees pursuant to Annex A of the stock exchanges of Albania, Banja Luka, Belgrade, Ljubljana, Macedonia, Zagreb and Energy Exchange Austria include all types of use of the Derived Data and Non-display use until further notice.

## Derived Data Use

Derived Data includes all works and/or products generated from or through the use of Market Data. Annex A comprises the following categories of Derived Data use of the Market Data:

### 1. Index calculation

Use of Market Data for the purpose of calculating and disseminating one or more indices by the Contractual Partner.

### 2. Index calculation for third parties

Use of Market Data for the purpose of calculating and disseminating one or more indices by the Contractual Partner for a third party. The license fee is due once per Contractual Partner.

### 3. CFD use

Use of Market Data for calculating and supplying prices for trading in contracts for difference (CFDs), e-spreads (spread betting) and/or binary options. When the prices used for CFDs, spread betting or binary option are Market Data, dissemination of Market Data to third parties is deemed given and the rules of the Market Data Agreement apply. In this case, a Market Data Agreement must be concluded and the provisions of the Market Data Agreement apply.

### 4. Other uses

The use of Market Data for purposes other than Non-display use for trading activities, CFD use and/or index calculation, for example, risk management, profit/loss calculations, portfolio valuation, quantitative analyses, fund administration, volume-weighted average prices (VWAPs), net asset value calculation (NAVs), analytical indicators, portfolio management or pricing.

## Non-display Use for trading activities

Use of the Market Data for trading activities. Examples of trading activities are, in particular, automated or semi-automated order/quote generation, order pegging, use of the Market Data as reference prices for trading purposes, smart order routing, order management, execution management, market making in the trading system of the Contractual Partners or of a third party, 'black box' trading, algorithmic trading, program trading and the operation of a trading platform.

If Market Data are also displayed within the Non-Display use, the conclusion of a Market Data Agreement is additionally required. The license fees listed in Annex 1 of the Market Data Agreement as well as data fees for end users are due additionally.

Annex A comprises the following categories of the Non-Display use for trading activities:

### 1. Trading platform

Use of the Market Data within the scope of the operation of a trading platform of the Contractual Partner. The concept of trading platform includes, for example, multilateral trading systems (MTFs), organized trading systems (OTFs), alternative trading systems, broker crossing systems, dark pools and systematic internalisers.

The Non-display license fees for trading platforms include the license fees for proprietary trading and agent trading as well as for proprietary trading or agent trading.

## 2. Proprietary and Agent Trading

Internal use of the Market Data for the purposes of (1) proprietary trading, i.e., trading in one's own name and for own account, as well as (2) agent trading, i.e., trading for a third party and on behalf of a third party or trading in one's own name but on behalf of a third party.

## 3. Proprietary or Agent Trading

Internal use of the Market Data for the purposes of (1) proprietary trading, i.e., trading in one's own name and for own account, or (2) agent trading, i.e., trading for a third party and on behalf of a third party or trading in one's own name but on behalf of a third party.

## License Fees Derived Data Use

EUR / Month

### Index calculation / Index calculation for third parties

|  | real time  | delayed    |
|--|------------|------------|
| Vienna Derived Data Use Index calculations                   | 2,531.33 ☐ | 1,205.25 ☐ |
| Vienna Derived Data Use Index calculations for third parties | 1,370.11 ☐ | 641.02 ☐   |
| Prague Derived Data Use Index calculations                   | 307.20 ☐   |            |
| Prague Derived Data Use Index calculations for third parties | 168.96 ☐   |            |

### CFD Use

|                | real time  | delayed    |
|----------------|------------|------------|
| Vienna CFD Use | 2,300.93 ☐ | 1,095.68 ☐ |
| Prague CFD Use | 307.20 ☐   |            |

### Other Uses

|  | real time  | delayed  |
|--|------------|----------|
| Vienna Other Uses  | 1,890.30 ☐ | 881.66 ☐ |
| Vienna Other Uses in combination with another Derived Data/Non-display product | 472.06 ☐   | 206.85 ☐ |
| Prague Other Uses  | 204.80 ☐   |          |
| Prague Other Uses in combination with another Derived Data/Non-display product | 51.20 ☐    |          |

## License Fee Non-Display Use

EUR / Month

### Trading platform

|   | real time                                  | delayed                           |
|---|--|-----------------------------------|
| Vienna Non-display Use Trading platform                               | 2,601.98 <input type="checkbox"/>          | 1,239.04 <input type="checkbox"/> |
| Prague Non-display Use Trading platform                               | 307.20 <input type="checkbox"/>            |                                   |
| Kazakhstan Non-display Use Trading platform – <b>Fee in US-Dollar</b> | 11,000/Instrument <input type="checkbox"/> |                                   |

### Proprietary and/or Agent Trading

|   | real time                         | delayed                         |
|---|-----------------------------------|---------------------------------|
| Vienna Non-display use Proprietary <b>and</b> Agent Trading | 2,049.02 <input type="checkbox"/> | 964.61 <input type="checkbox"/> |
| Vienna Non-display use Proprietary <b>or</b> Agent Trading  | 1,890.30 <input type="checkbox"/> | 881.66 <input type="checkbox"/> |
| Prague Non-display use Proprietary <b>and</b> Agent Trading | 235.52 <input type="checkbox"/>   |                                 |
| Prague Non-display use Proprietary <b>or</b> Agent Trading  | 204.80 <input type="checkbox"/>   |                                 |

### Overall product Derived Data/Non-display use without Index calculation & Index calculation for third parties

|   | real time                         | delayed                           |
|---|-----------------------------------|-----------------------------------|
| Vienna overall product Derived Data/Non-display without Index calculation & Index calculation for third parties | 4,368.38 <input type="checkbox"/> | 2,061.31 <input type="checkbox"/> |
| Prague Overall product Derived Data/Non-display without Index calculation & Index calculation for third parties | 532.48 <input type="checkbox"/>   |                                   |

### Derived Data / Non-Display Use

|  | real time                    |
|--|------------------------------|
| Vienna Global Market Derived Data and Non-Display Use          | foc <input type="checkbox"/> |
| Albanian Derived Data and Non-Display Use – <b>bonds only</b>  | 150 <input type="checkbox"/> |
| Banja Luka Derived Data and Non-Display Use                    | 160 <input type="checkbox"/> |
| Belgrade Derived Data and Non-Display Use                      | 200 <input type="checkbox"/> |
| Kazakhstan Derived Data Distribution – <b>Fee in US-Dollar</b> | 500 <input type="checkbox"/> |
| Kazakhstan Derived Data Internal Use – <b>Fee in US-Dollar</b> | 350 <input type="checkbox"/> |
| Ljubljana Derived Data and Non-Display Use                     | 220 <input type="checkbox"/> |

|   |                              |
|---|------------------------------|
| Macedonian Derived Data and Non-Display Use | 150 <input type="checkbox"/> |
| Zagreb Derived Data and Non-Display Use     | 300 <input type="checkbox"/> |

APA Data

|  |   |
|--|---|
|  | <b>real time</b>                                  |
| APA Data Vienna Derived Data and Non-Display Use | foc until further notice <input type="checkbox"/> |

Energy Exchange

EUR / Month

EXAA Energy Exchange Austria

|   |                              |
|---|------------------------------|
|   | <b>real time</b>             |
| EXAA Energy Exchange Austria Derived Data and Non-Display Use | 125 <input type="checkbox"/> |

## Annex B: Contractual Partner Profile and Contact Data

This document is a constituent part of this Agreement. The Contractual Partner is requested to provide WBAG with the following information and the names of the contact persons.

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Company name

---

Address

---

Postal code / city

---

Country

---

Billing address if different from company address

---

Postal code / city

---

Billing address, country

---

VAT ID number

WBAG is authorized to use, process and store all personal data sent by the Contractual Partner for the purpose of fulfilling the contract and related tasks.

## Contacts and Information on the Contractual Partner

|   |  |  |
|---|--|--|
| <b>Trading member of WBAG</b>                       | Yes <input type="checkbox"/>   | No <input type="checkbox"/>  |
| <b>Company Group</b>                                | Yes <input type="checkbox"/> Please enclose a list of the company group  | No <input type="checkbox"/>  |
| <b>Technical access to Market Data (Connection)</b> | <input type="checkbox"/> Direct access to the Data Feed of WBAG<br><input type="checkbox"/> Indirect access to Market Data through a registered Vendor<br><br>.....<br>Name of Vendor<br><br>.....<br>Contact person Vendor<br><br>.....<br>E-Mail/Phone of contact person | <input type="checkbox"/><br><input type="checkbox"/><br><br><br><br><br> |
| <b>Derived Data Agreement</b>                       |  |  |
| Name  |  |  |
| Academic title                                      |  |  |
| Phone   |  |  |
| E-mail  |  |  |
| Address   |  |  |
| E-mail notification service                         | Yes <input type="checkbox"/> No <input type="checkbox"/>   |  |
| <b>Payment</b>                                      |  |  |
| Name  |  |  |
| Academic title                                      |  |  |
| Phone   |  |  |
| E-mail  |  |  |
| Address   |  |  |
|   | PDF invoice <input type="checkbox"/>   | Paper invoice <input type="checkbox"/>                                   |
| <b>Compliance and Audit</b>                         |  |  |
| Name  |  |  |
| Academic title                                      |  |  |
| Phone   |  |  |
| E-mail  |  |  |
| Address   |  |  |