

Market Data Agreement

Valid as of 1 April 2020

Wiener Börse AG

Wallnerstrasse 8
A-1010 Vienna

(hereinafter "WBAG")

and

Name of the Contractual Partner

Address

Postal code/place:

Country

(hereinafter "Contractual Partner")

Preamble

The Ministry of Finance in Agreement with the Ministry for Economic Affairs has granted Wiener Börse AG by notification of 3 April 1998 the license to operate and manage Wiener Börse as a securities and general commodity exchange in accordance with § 2 Austrian Stock Exchange Act 1989, Federal Law Gazette I No. 11/1998, as amended. Pursuant to § 117 no 6 Stock Exchange Act as amended by Federal Law Gazette I No 107/2017, a license for the management and operation of a securities exchange issued before the enactment of Federal Act Federal Law Gazette I No. 60/2007 shall continue to be effective as a license to operate regulated markets after Federal Act Federal Law Gazette I No. 60/2007 enters into force.

WBAG generates, collects and records price data, master data and other market information relating to the instruments traded on WBAG, and markets and disseminates price data and other market information of Third Party Contributors (hereinafter "Market Data") as defined and described in the Market Data Agreement. The Contractual Partner wants to subscribe to the Market Data.

This Market Data Agreement regulates the transmission of Market Data to Contractual Partner as well as its rights and obligations regarding the use of the Market Data.

The contractual parties hereby enter into the following Agreement:

Definitions

The terms below are defined for the purposes of this Market Data Agreement as follows:

Agreement: This Market Data Agreement including all annexes.

Annex 1: Price and product list as amended. Annex 1 is a constituent part of this Agreement.

Audit: Audit of the Contractual Partner to inspect compliance with the terms of this Agreement by the Contractual Partner.

Audit Trail: Electronic file from an Entitlement System that contains the complete and consecutive records for each authorized User ID specifying the time periods and the Market Data for which the User ID was authorized and through how many Devices the User ID could concurrently access the Market Data.

Closed User Environment: A group of End Users to which the Contractual Partner grants access to the Market Data by assigning User IDs.

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.

Data Feed: Technical installations of WBAG used for the dissemination of Market Data. The recipient is responsible for controlling the further dissemination of Market Data.

Delayed Market Data: Market Data made available to the market with a delay of 15 minutes or more from the time the Market Data was first made available to the market by WBAG.

Device: Data end device used to receive and/or reproduce Market Data.

Disaggregated Market Data: Market Data in the meaning of Article 10 of Commission Delegated Regulation (EU) 2017/567.

End-of-Day Market Data: Market Data that is usually disseminated only once per day after the end of trading.

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

Entitlement: Authorization of User IDs to receive Market Data products pursuant to Annex 1 within a Closed User Environment.

Entitlement System: Electronic system used to authorize User IDs that checks the actual authorizations to access Market Data products pursuant to Annex 1 for each User ID and each Device continuously, and makes complete recordings of the activations (e.g. Audit Trail).

Honesty Statement: A binding written statement or electronic declaration of a Subscriber to the Contractual Partner. This statement contains the number of authorized User IDs per Market Data product in accordance with Annex 1 in a Closed User Group.

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

Internal Use: The use of Market Data is considered to be internal use when the Market Data is used exclusively by the Contractual Partner or Subscriber or by their employees in accordance with the provisions of this Agreement, without there being any external forwarding to third parties.

Limited Extract: A limited extract from Real-time Market Data that WBAG acting at its sole discretion may permit the End Users of the Contractual Partner or its Subscribers to disseminate in accordance with the terms of this Agreement.

Location: Location at which User IDs are entitled to access Market Data products in accordance with Annex 1 (address). This may be a location of the Contractual Partner, the Company Group or of a Subscriber.

Market Data: The market data offered by WBAG for sale pursuant to Annex 1.

Net User IDs: The net User ID is the Unit of Count used for recording access to Market Data by End Users of the Contractual Partner distributed by one or several Vendors and/or Subvendors through one or more User IDs.

Non-professional End User: Natural person that fulfills the requirements of Clause 4.12 et seq.

Open User Environment: A group of End Users to whom the Contractual Partner grants access to Market Data without requiring registration.

Permissioning: The approval procedure of the Contractual Partner used to grant Subscribers access to Market Data in accordance with the Market Data Agreement.

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.

Reporting: Regular transmission of information relevant for billing that the Contractual Partner is under the obligation to send.

Services: Services in the meaning of this Agreement provided by the Contractual Partner to Subvendors, Subscribers, End Users and Webhosting Clients.

Service Agreement: a) Agreement entered into by the Contractual Partner and Subvendor; or b) Agreement between Contractual Partner and Subscriber, or c) Agreement between the Contractual Partner and End User, or d) Agreement between the Contractual Partner and the Webhosting Client; or e) Agreement between the Contractual Partner and Service Facilitator (including White Label); all in the meaning of this Agreement.

Service Facilitator: External service provider employed by the Contractual Partner for the fulfillment of its contractual rights and obligations under this Agreement.

Subscriber: Contractual Partner of a Vendor or WBAG who subscribes to Market Data for Internal Use. The Subscriber is not authorized to forward the Market Data to a third party or to disseminate or publish the Market Data. A Subscriber may have several Locations and may also be a Vendor. The prohibition to forward the Market Data to third parties does not apply if the Subscriber is also at the same time the Vendor.

Subvendor: Vendor who receives Market Data from a Vendor.

Third Party Contributor: A legal entity that provides Market Data to WBAG for marketing and publication purposes by WBAG.

Unit of Count: Unit of count for fees according to Annex 1 as defined in the rules of the Reporting Requirements of the Agreement (Annex 4), as amended.

User IDs: Personal user identification assigned to a specific End User that permits access to the Market Data. The User ID is a Unit of Count. An appropriate registration procedure (e.g. registration with user name and password) guarantees that exclusively registered End Users are able to use the User ID.

Vendor: Contractual Partner of WBAG authorized to supply Market Data to Subvendors, Subscribers, End Users, Webhosting Clients and Service Facilitators as specified in this Agreement.

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, with the Contractual Partner having the exclusive control over the Market Data displayed.

White Label: Products or Services of the Contractual Partner under the name, logo, brand and/or web layout of a third party.

1. Object of the Agreement and Scope of Application

- 1.1 The provisions of this Agreement apply to every type of use of the contractually agreed use of the Market Data with the exception of non-display and derived data use as defined in the Derived Data Agreement. Furthermore, the Agreement also governs the technical connections used to receive the Market Data.
- 1.2 WBAG agrees to supply the Market Data throughout the term of this Agreement, directly or indirectly to the Contractual Partner, on a non-exclusive basis and grants the Contractual Partner the non-exclusive license to use Market Data in accordance with the terms of this Agreement.
- 1.3 WBAG retains the right to offer Market Data with restricted and/or amended rights of use.
- 1.4 The Contractual Partner shall use the Market Data in accordance with the terms of this Agreement and shall comply with the agreed-on Reporting Requirements (Annex 4).
- 1.5 The Contractual Partner is under the obligation to reimburse WBAG for the contractually-agreed fees incurred as well as any costs that may arise under this Agreement.

2. Rights of Use of the Market Data

- 2.1 The Contractual Partner shall be entitled to use the Market Data under the terms of this Agreement in unaltered form within the scope of the Agreement as follows:
 - for Internal Use, to save, process, copy or make the Market Data available;
 - to forward as Real-Time, Delayed or End-of-Day Market Data and make it available (including databases) to the Company Group;
 - to forward and make the Market Data available as Real-Time, Delayed or End-of-Day Market Data to Subvendors, Subscribers, End Users and Webhosting Clients (including databases), and to market the Market Data under conditions deemed reasonable by the Contractual Partner;
 - to forward the Market Data as Real-Time, Delayed or End-of-Day to Service Facilitators.The use of the Market Data for non-display or derived data uses requires the execution of the Derived Data Agreement.
- 2.2 Irrespective of Clauses 3.11 to 3.13, the Contractual Partner has complete editorial freedom in respect of the provisions of 2.1 regarding the form and content of the Service.

3. Obligations and Restrictions to the Use of the Market Data

General

- 3.1 Any use or forwarding of Market Data that is not in compliance with the provisions of this Agreement as well as any deviation from the dissemination forms and rights granted under this Agreement for Market Data shall require a separate written contract between WBAG and the Contractual Partner.
- 3.2 The dissemination and display of Real-time Market Data is only permitted within a Closed User Environment. The dissemination and display of Delayed and End-of-Day Market Data is permitted in both a Closed User Environment and an Open User Environment.

- 3.3 In the case of Open User Environments, the Contractual Partner must use a disclaimer that states that the Market Data is only for the personal use of the End User and it is not permitted to be forwarded, resold or used for any other non-commercial or commercial purpose.
- 3.4 The Contractual Partner shall name WBAG and the Third Party Contributors as the source of the Market Data in a form agreed upon by the parties.

Unauthorized Use of the Market Data

- 3.5 The Contractual Partner shall ensure in an appropriate form (e.g. by establishing effective control mechanisms or contracts) to prevent any misuse or forwarding of Market Data. In the meaning of this Agreement, the misuse of Market Data shall mean, in particular, the use and the forwarding of Market Data to natural persons and/or legal entities that are not members of the Company Group or a Subvendor, Subscriber, End User, Webhosting Client or Service Facilitator.
- 3.6 The Contractual Partner will immediately inform WBAG in the event an unauthorized natural person and/or legal entity is using and/or forwarding the Market Data and will pay the fees due to WBAG that would have been charged to the unauthorized natural person and/or legal entity under a regular subscription to Market Data. These fees shall be invoiced retroactively as of the day on which the unauthorized Third Party started receiving the Market Data for the first time.
- 3.7 The Contractual Partner must cease the transmission of Market Data to a member of a Company Group, Subvendor, Subscriber, End User, Webhosting Client or Service Facilitator within 14 business days after receipt of the written notification of WBAG in cases in which WBAG has reasonable cause to suspect unauthorized distribution or use of the Market Data. Under such circumstances, WBAG may demand the immediate stop to the supply of Market Data.
- 3.8 The Contractual Partner must immediately make available to WBAG the information required regarding members of the Company Group, Subvendors, Subscribers, End Users, Webhosting Clients or Service Facilitators in respect of which there is a founded suspicion that the Market Data is being used contrary to the terms of the Agreement, i.e., misuse of the Market Data.

Limited Extract

- 3.9 The Contractual Partner and its Subscribers have the right to make available to their End Users a Limited Extract for forwarding to their customers, under the condition that WBAG or the Third Party Contributor be named as data source. A requirement for permission to make the Market Data available in this manner is that it is done only once and not regularly, and that it does not constitute proprietary real-time Services of the Contractual Partner or of its Subscribers and/or End Users, and neither considered a replacement for any real-time Service of the Contractual Partner or of its Subscribers and/or End Users provided for a fee.
- 3.10 WBAG has the right to withdraw its consent to the making available of the Limited Extracts by the Contractual Partner, if the Contractual Partner, its Subscribers and/or End Users make the Limited Extracts available contrary to the terms of this Agreement.

Disaggregated Market Data Products

- 3.11 Disaggregated Market Data products pursuant to Annex 1 are only permitted to be forwarded by the Contractual Partner as such in an unchanged form to the Company Group, Subvendors, Subscribers and/or End Users.
- 3.12 The Contractual Partner is only permitted to forward such Disaggregated Market Data to its Company Group, Subvendors, Subscribers and/or End Users that it receives directly – or indirectly via a Vendor – from the Data Feed. Consequently, the Contractual Partner is not permitted to create or forward an identical or compiled Disaggregated Market Data product that is identical or in essence identically replicates the Disaggregated Market Data product offered by WBAG.
- 3.13 When forwarding Disaggregated Market Data products, the Contractual Partner must ensure that in the case of mandatory disaggregation pursuant to Regulation (EU) 600/2014 in conjunction with Article 10 Delegated Regulation (EU) 2017/567, the data required pursuant to the applicable provisions are sent together with said Disaggregated Market Data products. When Disaggregated Market Data is converted by the Contractual Partner into a format readable by the End User, the data must include and display the transaction identifiers stipulated by the European Securities and Markets Authority (ESMA) and the additional details pursuant to Annex I of the Delegated Regulation (EU) 2017/587 and Annex II of the Delegated Regulation (EU) 2017/583.

4. Use of the Market Data by the Contractual Partner

Service Agreement

- 4.1 Prior to making the Market Data available, the Contractual Partner must enter into a Service Agreement with every Subscriber, End User, Subvendor, Webhosting Client or Service Facilitator. The Agreement may also be entered into in the form of a click-on agreement. The Contractual Partner confirms that the Service Agreement is in conformity with the provisions of this Agreement.
- 4.2 The Service Agreement must contain information for the customers of the Contractual Partner as mentioned in Clause 4.1 explaining in an appropriate manner the use of the Market Data in conformity with this Agreement. The Service Agreement must clearly point out, in particular, to Subscribers and End Users that
- a) the use of the Market Data is exclusively for the Internal Use of the Subscriber and End User, with any forwarding to third parties, dissemination or publication of the Market Data or parts of it being prohibited with the exception of Limited Extracts, and
 - b) the Contractual Partner must ensure that every Subscriber and/or End User complies with the requirements set out in Clause 8 and in Annex 4 regarding the Unit of Count.
- Furthermore, the Service Agreement must point out that prior to releasing Market Data for forwarding to Subvendors and Webhosting Clients, it is necessary for the Subvendor and WBAG to enter into a Market Data Agreement or that the relevant permission (Annex 2) is required for a Webhosting Client before being able to receive the Market Data from the Contractual Partner and transmit or display the Market Data.
- 4.3 The Contractual Partner must ensure that its Subscribers, End Users, Subvendors, Webhosting Clients and Service Facilitators are informed in a timely manner of any amendments to the Agreement that are of relevance for them before said amendments enter into force.

Company Group

- 4.4 Upon the signing of the Agreement, the Contractual Partner shall send to WBAG a list with the members of the Company Group that states the company name, registered office, and equity share held. The Contractual Partner shall update this list without delay in the event of changes.
- 4.5 The Contractual Partner shall inform the members of the Company Group of the execution of this Agreement and of the rights and obligations resulting therefrom.
- 4.6 The Contractual Partner is permitted to distribute the Market Data to the members of the Company Group. The members of the Company Group are permitted to distribute the Market Data to Subvendors, Subscribers, End Users and Webhosting Clients under the terms and conditions and in compliance with this Agreement. This permission may be revoked for well-founded reasons with respect to one or all companies in the Company Group of the Contractual Partner, with the interests of the Contractual Partner being taken into account in this context. As of the time of the revocation, the concerned company will be treated as a Subvendor.
- 4.7 The Services shall be subject to the complete control of the Contractual Partner; no third party shall be permitted to process or change the display of the Market Data within the scope of the Services.
- 4.8 The Contractual Partner shall be liable vis-à-vis WBAG for compliance with the rights and obligations under the Agreement by the Company Group and for the fulfillment of the obligations by the members of the Company Group in accordance with this Agreement. This shall apply particularly to access to the Market Data by Subvendors, Subscribers, End Users and Webhosting Clients of the Company Group and to the Reporting and payment of any fees due by the Subscribers and End Users of the Company Group. Furthermore, in the event of a breach of an obligation under this Agreement by the Company Group, the Contractual Partner shall hold WBAG harmless and non-actionable.

Subscribers and End Users

- 4.9 Subscribers are permitted to use the Market Data exclusively for Internal Use; they are permitted to forward the Market Data to third parties only after entering into a Market Data Agreement with WBAG. The transmission of Real-time Market Data is permitted only within a Closed User Environment.
- 4.10 A prerequisite for the dissemination of Real-time Market Data in Closed User Environments is the execution of a Service Agreement between the Subscriber and the Contractual Partner. This Service Agreement must meet the terms of Clause 4.1 to 4.3.
- 4.11 Contractual Partner must ensure that every one of its Subscribers and/or End Users complies with the requirements of Clause 7 and Annex 4 regarding the Unit of Count.

Non-professional End Users

- 4.12 The Contractual Partner may supply the Market Data to Non-professional End Users in compliance with the terms of this Agreement.
- 4.13 The Contractual Partner shall exercise adequate due diligence to ensure the status of Non-professional End User and shall be liable vis-à-vis WBAG for any differences between non-professional and professional fees should the concerned End User be deemed to have incorrectly claimed non-professional status.

- 4.14 Prior to being authorized to access the Market Data, a Non-professional End User must confirm in writing in an appropriate form that it meets the terms of this Agreement. The Contractual Partner may use its Service Agreement provided it contains at least the following or similar terms:
- Non-professional End Users may use the Market Data only for their personal use in connection with the management of their personal assets and shall not be permitted to use the Market Data for any commercial purpose or for the benefit of a third party (e.g. non-commercial investment clubs, free-of-charge administration of a third party's assets). Any use of the Market Data for purposes other than private use shall be regarded by WBAG as commercial use and shall be subject to the applicable fees.
 - Non-professional End Users acknowledge the Intellectual Property Rights of WBAG and of Third Party Contributors with respect to the Market Data.
 - The Non-professional End User agrees:
 - to prevent third parties from accessing the Market Data or parts of it, to refrain from publishing it and/or forwarding it to third parties.
 - not to make its User's ID or password available to any third party,
 - to allow WBAG, the Contractual Partner or their respective authorized representatives to audit the Non-professional End User regarding the use of the Market Data,
 - to inform WBAG and the Contractual Partner within seven workdays in the event the status as Non-professional End User changes.
- 4.15 The Contractual Partner is under the obligation to store records of its Non-professional End Users for at least three years, and to make these records available to WBAG during Audits.
- 4.16 WBAG may require the Contractual Partner upon notice of no less than 10 business days to discontinue any transmission of Market Data at Non-professional End User terms to a specific Non-professional End User if there is a founded suspicion that said Non-professional End User does not comply with the terms mentioned above. The Contractual Partner is liable for payment of the professional End User fees to WBAG for any Market Data delivered to an individual Non-professional End User after this point in time.

Webhosting Clients

- 4.17 A requirement for the forwarding of Delayed or End-of-Day Market Data to Webhosting Clients by the Contractual Partner is the sole technical control of the Contractual Partner over the websites the Contractual Partner hosts. In this respect, the Delayed or End-of-Day Market Data must remain within the systems of the Contractual Partner. The Webhosting Client is not permitted to have any technical options that would enable it to store the Market Data, to use the Market Data in any form whatsoever or to forward it to third parties. If this is not the case, then these clients shall be deemed Subvendors and must enter into a Market Data Agreement with WBAG.
- 4.18 Before forwarding Delayed or End-of-Day Market Data to Webhosting Clients, the consent of WBAG must be obtained by sending WBAG a completed Annex 2. The transmission of Real-time Market Data to Webhosting Clients is not permitted unless the Market Data is displayed within a Closed User Environment. In such case, the Webhosting Client shall be treated as a Subvendor and after entering into a Market Data Agreement with WBAG, the fees pursuant to Annex 1 shall be due.
- 4.19 The billing of the fees due for Webhosting Clients is done through the Contractual Partner.

Service Facilitator

- 4.20 The Contractual Partner may use a Service Facilitator for marketing and distribution services, technical support services, administrative services or similar services and may forward the Market Data for this purpose.
- 4.21 The Contractual Partner must submit to WBAG at the time of execution of the Agreement a list of its Service Facilitators, stating the company name, address, internet address (URLs), what the Service Facilitator does for the Contractual Partner, and its relationship to the Contractual Partner. The Contractual Partner shall update this list without delay in the event of any change.
- 4.22 It is at the discretion of WBAG to decide whether third parties who provide support to the Contractual Partner for the fulfillment of this Agreement are to be considered Service Facilitators, and are therefore not subject to the obligation to enter into a separate Agreement with WBAG. WBAG shall inform the Contractual Partner in writing when it recognizes a Service Facilitator.
- 4.23 WBAG retains the right to rescind said recognition of a Service Facilitator at any time, if the conditions for the activities as Service Facilitator for the Contractual Partner cease to exist or the Service Facilitator fails to comply with the provisions of this Agreement. In such case, WBAG will enter into a direct Market Data Agreement with the Service Facilitator.
- 4.24 After confirmation of the status of Service Facilitator by WBAG, the Service Facilitator shall be covered by the existing Agreement between the Contractual Partner and WBAG, and no fees pursuant to Annex 1 shall fall due for the Service Facilitator.
- 4.25 The Contractual Partner will enter into a Service Agreement pursuant to Clause 4.1 to 4.3 with the Service Facilitator. The Contractual Partner shall be liable vis-à-vis WBAG for compliance by the Service Facilitator with the rights and obligations under the Agreement.
- 4.26 The Service Facilitator shall not be authorized to conclude Agreements for the supply of Market Data to third parties and/or to supply Market Data to third parties, because otherwise the Service Facilitator would be considered a Subvendor and must enter into a Market Data Agreement with WBAG.
- 4.27 The Service Facilitator does not have the right to change the Market Data.
- 4.28 The Contractual Partner shall be responsible for Reporting to WBAG and shall be liable vis-à-vis WBAG for any fees due for the Market Data.
- 4.29 WBAG and/or any third party it commissions shall have the right to conduct an Audit at the premises of the Service Facilitator.
- 4.30 Any collaboration of the Contractual Partner within the scope of White Label shall require the prior written consent of WBAG. If the Market Data is presented in the layout of the product or the service of a third party, the third party shall be deemed a Subvendor and must enter into a Market Data Agreement with WBAG before it is granted access to the Market Data and/or as soon as it starts acting as a Subvendor. This shall also apply to the use of Market Data in the layout of a joint product or service of the third party and of the Contractual Partner (co-branding).
- 4.31 Clause 4.31 shall apply when customers of the third party receive the Market Data under direct Service Agreements with the Contractual Partner.

5. Supplying the Market Data and Technical Connection

- 5.1 WBAG or an entity commissioned by it shall grant the Contractual Partner access to the Market Data specified in Annex 1 in a computer-readable format. Access to the Market Data may be granted in one of the following manners:
- directly, i.e., via the Data Feed of WBAG or via an FTP account. Information on the technical requirements and the order forms for the connection to the Data Feed is available on the website of WBAG.
 - indirectly via a Vendor or Subvendor of WBAG. Prior to forwarding the Market Data, the disseminating Vendor or Subvendor must obtain the written consent of WBAG.
- 5.2 WBAG shall have the right to make modifications to the technical specifications regarding the transmission and the content of the Market Data as well as of the Data Feed at any time at its discretion. WBAG shall notify the Contractual Partner at least three months in advance of the execution of any such technical changes in writing unless a malfunction, an emergency or a regulatory requirement renders it impossible to observe the period of notice. For the purpose of this provision, a material change shall be any change that requires the Contractual Partner to modify or replace the systems required to receive and distribute the Market Data.
- 5.3 The Contractual Partner assumes responsibility and bears the costs for all changes resulting therefrom. The Contractual Partner shall be solely responsible for ensuring that the appropriate network, hardware and software is available to receive the Market Data as well as for correcting errors, disruptions and interruptions occurring after the Market Data is delivered.
- 5.4 The Contractual Partner bears the installation costs for data lines or alternative transmission facilities (e.g. networks) or for the necessary hardware and the costs of other transmission facilities. The same applies to any maintenance costs and costs for the transmission of the Market Data between the Data Feed 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.
- 5.5 If the Contractual Partner has a direct connection to WBAG, technical service fees are due for the Data Feed or for the FTP account in accordance with Annex 1.
- 5.6 The Contractual Partner is under the obligation to reimburse WBAG or an entity it has commissioned with the transmission of the Market Data for the use of data lines and/or any other transmission equipment invoiced to WBAG or to the entity it has commissioned with the transmission of the Market Data within 30 days of receipt of the invoice.

6. Quality of the Market Data

- 6.1 WBAG shall make every effort to make the Market Data available to the Contractual Partner and to guarantee that the Market Data represents the current trading situation on WBAG or at the Third Party Contributors.
- 6.2 WBAG reserves the right at its sole discretion to
- add new instruments being traded to the existing the Market Data, and
 - delete from the Market Data information on any instrument that is delisted.
- 6.3 In addition, WBAG reserves the right to add, alter or delete any part of the Market Data at its sole discretion. However, the following applies:

- Such change, addition or deletion by WBAG shall be subject to a period of notice of 90 days if the change requires adaptations to the Contractual Partner's network or system. Listings and delistings and other content changes to the Market Data may also be executed on short notice. WBAG will inform all Contractual Partners in a suitable form as soon as WBAG gains knowledge of such changes;
 - Any such addition, change or deletion shall apply equally to all contractual partners that are subscribed to the same type of Market Data as the Contractual Partner.
 - If, in the Contractual Partner's reasonable opinion, an announced change according to point 1. would significantly reduce the quality or alter the nature of the Market Data, the Contractual Partner has the right to terminate this Agreement by giving 30 days' written notice as of the date of service of the announcement by WBAG sent by registered mail. In such case, termination of the Agreement becomes effective on the date the change, addition or deletion takes effect.
- 6.4 In the case of an interruption in the transmission of the Market Data, WBAG will take all measures to repair the interruption provided this is technically feasible using reasonable means.
- 6.5 The Contractual Partner agrees to use the Market Data only within the scope contractually agreed, even if would be able to access a greater scope of Market Data.

7. Reporting Obligations

- 7.1 The Contractual Partner acknowledges the Reporting Requirements set out in Annex 4. These may be updated by WBAG unilaterally upon three months' notice.
- 7.2 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, 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 (Annex 4).
- 7.3 Real-time Market Data is subject to monthly Reporting obligations. Delayed and End-of-Day Market Data are not subject to Reporting obligations with the exception of the display of Delayed and End-of-Day Market Data via Webhosting Clients (Annex 2).
- 7.4 The Reporting must also include the Internal Use of the Market Data by the Contractual Partner. An exception applies to the use of Market Data by the Contractual Partner for marketing purposes and for demonstrations with potential clients as well as to the development, the operation, the technical support, the review of quality assurance of the systems used for the external dissemination of Market Data and the customer helpdesk, with the number of internal End Users for this activity not being permitted to exceed more than 10% of the total Internal Use of the Contractual Partner. Business areas such as news, research or trade or customer support for securities trading provided by the Contractual Partner are subject to the Reporting obligation pursuant to Clause 7 and Annex 4. The aforementioned exceptions from the Reporting obligations are not available to Subscribers and End Users of the Contractual Partner.
- 7.5 The Contractual Partner is under the obligation to report the transmission of Market Data to Webhosting Clients (Annex 2) or to Subvendors by obtaining the one-time valid consent of WBAG.

8. Payment Obligations

- 8.1 The amount and structure of the monthly license fees depends on the type of Market Data the Contractual Partner subscribes to and is defined in Annex 1 for the respective Market Data product. The payment obligation starts on the day of the initial receipt of the Market Data or as of the time it becomes possible to access the Market Data.
- 8.2 The amount and structure of the variable End User fees (data fees) result from the Units of Count recorded in the Reporting and from the prices defined in Annex 1. The payment obligation begins with the activation of the Market Data by the Contractual Partner or its Subscriber.
- 8.3 The fees stated in Clause 8.1 and 8.2 are due irrespective of the actual use by the Contractual Partner. In particular, the monthly license fees are due irrespective of whether or not the Contractual Partner disseminates the Market Data or parts of it to third parties, uses it exclusively for Internal Use or uses the Market Data for the conversion of Real-time Market Data into Delayed Market Data or does not use the Market Data at all.
- 8.4 The monthly license fees are due in advance at the start of the respective quarter (1 Jan., 1 Apr., 1 July, 1 Oct.) and must be paid within 30 days of the date of issue of the invoice by WBAG, with the payment transfer including a reference to the specific invoice number.
- 8.5 Variable End User fees (data fees) shall be payable within 30 days of issuance of the invoice by WBAG, with the payment transfer including a reference to the specific invoice number.
- 8.6 The fees stated in 8.1 and 8.2 must 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 to make the Market Data available for longer than three workdays, the fixed monthly license fee will be reduced pro rata temporis.
- 8.7 In the event of default on payment, WBAG shall charge the Contractual Partner interest on arrears pursuant to § 456 Unternehmensgesetzbuch (Austrian Business Code).
- 8.8 WBAG has the right to adjust the fees stated in Annex 1 unilaterally. An adjustment may be made, in particular, when the costs of making the Market Data available rise. However, such unilateral fee adjustments may be carried out only once per calendar year and per Market Data product. The Contractual Partner shall be notified in writing of such adjustment at least three calendar months in advance, provided that such adjustment takes effect from the first day of a quarter. If the Contractual Partner does not agree to the fee change, it shall have the right to terminate the Agreement upon 30 days' notice as of the date on which WBAG's notification has been served. The termination of the Agreement becomes effective on the date the changes to the fees take effect.
- 8.9 The fees shall be paid in euro to the bank account specified by WBAG. All fees are exclusive of value added tax or any other taxes, dues or charges so that the net amount actually received by WBAG equals one 100% (hundred percent) of the fee invoiced.
- 8.10 Payments made by the Contractual Partner or fees already invoiced or received as well as fees for Units of Count already reported shall not be refunded by WBAG to the Contractual Partner. An exception is made for the amounts credited pursuant to Annex 4 Clause 14.

9. Audit

- 9.1 The Contractual Partner acknowledges the Audit Terms set out in Annex 5. These may be updated by WBAG unilaterally upon three months' notice.

- 9.2 The Contractual Partner agrees to grant WBAG and/or a third party commissioned by WBAG on-site access during the local business hours to the relevant systems and documentation provided prior written notice of 90 days is given and reasonable confidentiality and security measures are observed. The objective of the Audit is to inspect the use by the Contractual Partner of the Market Data it receives from WBAG and/or a Vendor and/or Subvendor. The Contractual Partner is under the obligation to disclose all related Audit information to WBAG.
- 9.3 The Contractual Partner will inform its Company Group, its Subvendors, Subscribers, End Users, Webhosting Clients and Service Facilitators in an appropriate manner in writing of the Audit rights of WBAG and/or of a third party it has charged with the task.
- 9.4 The period of time which the Audit procedure covers shall be the previous three calendar years or the time period elapsed since the last Audit, should the Contractual Partner delay the start of the Audit then the Audit period will be extended to the month that the field work is completed.
- 9.5 The start of the Audit restricts the statute of limitations regarding claims of WBAG from the Audit period.

10. Representations and Warranties

- 10.1 WBAG retains all Intellectual Property Rights to the WBAG Market Data made available to the Contractual Partner. The Intellectual Property Rights to the Market Data of Third Party Contributors are retained by the Third Party Contributor. The Contractual Partner acknowledges the Intellectual Property Rights of WBAG and of the Third Party Contributors to the Market Data. The Contractual Partner explicitly agrees that the receipt, use and distribution of the Market Data do not infringe on the Intellectual Property Rights of WBAG or of Third Party Contributors. No Intellectual Property Rights are transferred from WBAG or Third Party Contributors to the Contractual Partner as a consequence of this Agreement.
- 10.2 WBAG guarantees that it is entitled to make the Market Data available to the Contractual Partner for the purposes set out in this Agreement, and that the Market Data and their use in accordance with the terms of this Agreement do 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 or threatened by a suit for a violation of any immaterial goods and property rights of third parties arising from having received the contractually-agreed services of third parties, provided the Contractual Partner immediately notifies WBAG of any such claim.
- 10.3 WBAG hereby guarantees that by forwarding the Market Data to the Contractual Partner no valid laws or statutory provisions are violated.

11. Liability

- 11.1. The risk for the non-delivery or incorrect delivery of Market Data is transferred to the Contractual Partner as soon as Market Data leaves the network of WBAG.
- 11.2 WBAG is 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/or for profits not realized shall be limited to cases of proven willful conduct.
- 11.3 WBAG shall not assume any liability for the correctness, completeness or timely transmission of Market Data. WBAG makes reasonable efforts to ensure the correctness and completeness of the Market Data. WBAG shall inform the Contractual Partner of any errors or omissions in the Market Data it gains knowledge of if this can be done with reasonable effort. WBAG shall endeavor to make every effort necessary to take measures to correct such errors or omissions after having learned of these and if this can be done with reasonable effort.
- 11.4 WBAG shall not be liable for losses or damages that may occur due to errors or delays of 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 the event of disruptions of operations 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.
- 11.5 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 to WBAG under this Agreement in the respective calendar year.
- 11.6 The Contractual Partner shall procure to ensure the proper forwarding of the Market Data. Insofar as it cannot be proven that WBAG or companies it has charged with tasks pursuant to Clause 5.1 have intentionally or by gross negligence caused damages in connection with the contractual services, the Contractual Partner shall hold WBAG harmless and non-actionable against claims from third parties based on alleged damages due to the services provided by WBAG.
- 11.7 Claims for damages against WBAG under this Agreement shall lapse under the statute of limitation within one year as of the date knowledge was gained of the incident, which gave rise to the claim for damages, but at the latest within two years of the occurrence of such incident.

12. Entry into Force, Term of the Agreement, Termination

- 12.1. This Agreement shall enter into force upon signing by the two contractual parties and shall be entered into for an indefinite period of time.
- 12.2. This Agreement may be terminated at the end of every month by either of the contractual parties without stating reasons and by giving three months' notice unless the Annexes stipulate different periods of notice.
- 12.3. The contractual parties shall have the right to terminate this Agreement with respect to parts of the Market Data product pursuant to Annex 1 at the end of every month by giving three months' notice.
- 12.4. Both contractual parties shall be entitled to terminate this Agreement without notice for material breach of contract. The following will be considered, among others, to constitute a material breach of contract:
- the dissemination 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 defined by WBAG despite written reminders sent by WBAG,
 - that the damage cannot be remedied, or if it can, this is not done within thirty days as of the written request by the respective other contractual party; or subsequently commits a breach of the same provisions, or

- in the event of a petition to wind up the other contractual 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.
- 12.5. All notices of termination must be sent in writing either by registered mail, messenger or electronically using a qualified electronic signature. A notice of termination sent electronically to WBAG shall only be deemed received if WBAG confirms receipt of the notice.
- 12.6. WBAG shall be entitled to terminate this Agreement with immediate effect if it is prevented for any reason whatsoever to supply the Market Data (e.g. impossibility to fulfill the contract by WBAG).
- 12.7. If this Agreement is terminated in conformity with the terms of the Agreement, neither of the contractual parties shall be entitled to compensation for damages resulting therefrom or to the reimbursement of costs or expenses.
- 12.8. Irrespective of the dissolution of the Agreement in accordance with Clause 12, 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.

13. Confidentiality and Data Protection

- 13.1. Both parties hereby declare their consent that confidential company-related information of the other contractual party can be made available within the framework of this contractual relationship. Each of the contractual parties 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 contractual 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.
- 13.2. The obligation of confidentiality shall not apply to information that is generally available to the public, or becomes known to the receiving party through a third party with no obligation of confidentiality, or is required to be disclosed by law, by court order or by a request from any government or regulatory authority as well as to information that was in the public domain already at the time of disclosure, or was demonstrably in the possession of the respective other contractual party prior to receipt from the other party; or if either of the two contractual parties gains knowledge of it from a source other than the other party without a breach of party's obligations under the Agreement being committed.
- 13.3. Neither of the contracting parties shall be permitted to make public announcements, send out press releases, communications or circulars (other than to the extent required by law or regulations) concerning the content of this Agreement without the prior consent of the other party. This consent may only be withheld if the disclosure would be damaging to the vital interests of the Contractual Partner.
- 13.4. 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.
- 13.5. 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.

- 13.6 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.

14. General Provisions

- 14.1. This Agreement constitutes the entire mutual understanding of the contractual parties 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 parties hereby acknowledge that they have not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly stated in the Agreement (except in the case of fraud).
- 14.2 Neither contractual party may assign any right or obligation under this Agreement without the prior written consent of the other contractual party. This also applies to the assignment to a member of the Company Group within the scope of corporate reorganization or to a subsidiary in which the Contractual Partner holds a majority stake or to an affiliate in which the Contractual Partner has a controlling interest as well as to mergers and divestments.
- 14.3 Any changes or modifications to this Agreement shall only be valid with the written mutual consent and signatures of the two parties. An exception is made for the Annexes that WBAG may change unilaterally upon three months' notice.
- 14.4 Should any of the individual provisions of this Agreement 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 Agreement by a provision that meets the economic purpose as closely as possible of the provision having become invalid.
- 14.5 This Agreement shall be subject to Austrian law. The provisions of International Private Law as well as the application of the General Terms and Conditions of Business are excluded.
- 14.6 The contractual parties agree to the exclusive jurisdiction of the Commercial Court of Vienna or of the District Court of Vienna for Commercial Matters, depending on the amount being disputed, for all disputes arising in connection with this Agreement, also regarding the validity of this Agreement.
- 14.7. This Agreement includes two license-free direct accesses for WBAG to the Services of the Contractual Partner at a location to be specified by WBAG.
- 14.8 Failure or delay by either contractual party to exercise any right under this Agreement shall not be considered a waiver of such right or recognition of the relevant event.
- 14.9 All notices and notifications required under this Agreement shall be in writing and signed by an authorized signatory of the contractual party giving notice or notification.

14.10 All claims under this Agreement expire at the latest within two years after termination of the Agreement unless otherwise specified in the Agreement.

Counterparts for Signature

Two identical counterparts of this Agreement have been presented to the two contractual parties for signing; each of the contractual parties shall receive a copy after the signing. The two contractual parties 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 parties.

	Wiener Börse AG	Contractual Partner
Date		
Signature		
Name	Christoph Boschan	
Position	CEO	
Signature		
Name	Henriette Lininger	
Position	Head of Issuers & Market Data Sales	

Annex 1: Price and Product List

Annex 1 is a constituent part of the Market Data Agreement.

Effective as of 1 January 2020

Name of the Contractual Partner

Address

Postal code/city

Country

Date

Signature

Name

Contents

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General Information

License fees, technical service fees and data fees must be paid additively unless otherwise provided for in Annex 1.

Level 1 Market Data contains:

- The last price traded with order size
- The best bid/ask with order size and
- Other information such as master data, market phases and statistical data

Level 2 Market Data contains:

- Level 1 Market Data
- Up to **fifteen (15)** bid/ask prices with order size depending on availability. An exception is made for Level 2 Market Data on the Macedonian Stock Exchange. These include the **five** best bid/ask prices with order size depending on availability.

Level 2 Low Latency Market Data contains:

- Market depth up to **fifteen (15)** depending on availability for the stock exchanges of Vienna, Prague, Ljubljana and Zagreb.
 - No index data can be subscribed to via the Low Latency Data Feed.
-
- The following stock exchanges are subject to MiFID II: Vienna, Prague, Ljubljana and Zagreb
 - The following stock exchanges are not subject to MiFID II: Albania, Banja Luka, Belgrade, Macedonia and Kazakhstan

APA Data: Data which is made public by WBAG in its role as Approved Publication Arrangement (APA). APA data are Market Data.

License Fees

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

- License fees are collected from Vendors and also Subvendors.
- License fees are due on a monthly basis per product.
- The license fees for Real-time Market Data also contain Delayed and End-of-Day Market Data.
- The license fees for Delayed Market Data also contain End-of-Day Market Data.
- The license fees for Level 2 Market Data also contain Level 1 Market Data.
- The license fees for standard products also contain the license fees for MiFID II Disaggregated Products.

Upon request of the Contractual Partner, WBAG may waive the license fees for End-of-Day Market Data for publication in printed media (newspapers). WBAG decides waiver requests on a case-by-case basis giving its approval in writing. WBAG reserves the right to rescind approval for any such fee waiver upon reasonable notice to the Contractual Partner.

■ Standard products

Securities Exchanges (EUR per month)

Vienna	real-time	delayed	end-of-day
Indices	600 <input type="checkbox"/>	300 <input type="checkbox"/>	180 <input type="checkbox"/>
Indices tick-by-tick			500 <input type="checkbox"/>
Cash Market +Structured Products Level 1	1,900 <input type="checkbox"/>	800 <input type="checkbox"/>	500 <input type="checkbox"/>
Cash Market + Structured Products Level 2	2,700 <input type="checkbox"/>		
Cash Market + Structured Products tick-by-tick			1,200 <input type="checkbox"/>
Cash Market + Structured Products Level 1 for WBAG member Vendor*	650 <input type="checkbox"/>	800 <input type="checkbox"/>	500 <input type="checkbox"/>
Cash Market + Structured Products Level 2 for WBAG member Vendor*	810 <input type="checkbox"/>		
Global Market	free of charge until further notice		<input type="checkbox"/>
RTS 23 "Enhanced Listing Data" (daily updates)	150 <input type="checkbox"/>		
Index baskets – Internal Use (daily closing prices, index constituents, index reference data and dividends for the indices calculated by WBAG)			500 <input type="checkbox"/>
Index baskets – Revening (daily closing prices, index constituents, index reference data and dividends for the indices calculated by WBAG)			750 <input type="checkbox"/>
Xetra reference data file Vienna (daily updates) csv and xml files			600 <input type="checkbox"/>
Xetra reference data file Vienna (daily updates) for WBAG member Vendor csv and xml files *			400 <input type="checkbox"/>
Xetra reference data file Vienna (daily updates) only csv files			200 <input type="checkbox"/>

Master data: Basic delivery including RTS 23 data	450	<input type="checkbox"/>
Master data daily updates by asset class	250	<input type="checkbox"/>
Equities		<input type="checkbox"/>
Bonds		<input type="checkbox"/>
Structured financial products		<input type="checkbox"/>
Indices		<input type="checkbox"/>
Investment fund data from Oesterreichische Kontrollbank (OeKB) (Direct contract with OeKB required)		<input type="checkbox"/>

*A WBAG member Vendor is an exchange member who is a trading member on the markets which WBAG operates as an exchange operating company.

Prague	real-time	delayed	end-of-day
Indices	30 <input type="checkbox"/>	20 <input type="checkbox"/>	10 <input type="checkbox"/>
Indices tick-by-tick			foc <input type="checkbox"/>
Cash Market + Structured Products Level 1	600 <input type="checkbox"/>	300 <input type="checkbox"/>	200 <input type="checkbox"/>
Cash Market + Structured Products Level 2	850 <input type="checkbox"/>		
Cash Market + Structured Products tick-by-tick			600 <input type="checkbox"/>
Cash Market + Structured Products Level 1 for PSE local Vendors*	400 <input type="checkbox"/>	300 <input type="checkbox"/>	200 <input type="checkbox"/>
Cash Market + Structured Products Level 2 for PSE local Vendors*	600 <input type="checkbox"/>		
RTS 23 "Enhanced Listing Data" (daily updates)	100 <input type="checkbox"/>		200 <input type="checkbox"/>
Information on issuers	220 <input type="checkbox"/>		150 <input type="checkbox"/>
Xetra reference data file Prague (daily)			300 <input type="checkbox"/>
Xetra reference data file Prague (daily) for PSE member Vendor**			200 <input type="checkbox"/>
Stock Exchange Bulletin			40 <input type="checkbox"/>

*A PSE local Vendor is a Vendor whose domicile is in the Czech Republic. This does not apply to companies that are part of a company group whose domicile is not in the Czech Republic.

**A PSE member Vendor is an exchange member who is a trading member on the markets which the Prague Stock Exchange operates as an exchange operating company.

Ljubljana	real-time	delayed	end-of-day
Indices	30 <input type="checkbox"/>	20 <input type="checkbox"/>	10 <input type="checkbox"/>
Indices tick-by-tick			foc <input type="checkbox"/>
Cash Market Level 1	550 <input type="checkbox"/>	250 <input type="checkbox"/>	125 <input type="checkbox"/>
Cash Market Level 2	900 <input type="checkbox"/>		
Cash Market tick-by-tick			600 <input type="checkbox"/>
Cash Market Level 1 for LJSE member*	300 <input type="checkbox"/>	250 <input type="checkbox"/>	125 <input type="checkbox"/>
Cash Market Level 2 for LJSE member*	600 <input type="checkbox"/>		
Xetra reference data file Ljubljana (daily)			150 <input type="checkbox"/>
Xetra reference data file Ljubljana (daily) for LJSE member Vendor*			100 <input type="checkbox"/>

*A LJSE member is an exchange member who is a trading member on the markets which the Ljubljana Stock Exchange operates as an exchange operating company.

Zagreb	real-time	delayed	end-of-day
Indices	60 <input type="checkbox"/>	300 <input type="checkbox"/>	50 <input type="checkbox"/>
Cash Market Level 1	1,000 <input type="checkbox"/>		
Cash Market Level 2	1,500 <input type="checkbox"/>		
Xetra reference data file Zagreb (daily)			150 <input type="checkbox"/>
Xetra reference data file Zagreb (daily) for ZSE member Vendor*			100 <input type="checkbox"/>

*A ZSE member Vendor is an exchange member who is a trading member on the markets which the Zagreb Stock Exchange operates as an exchange operating company.

Banja Luka	real-time	delayed	end-of-day
Indices	60 <input type="checkbox"/>	45 <input type="checkbox"/>	25 <input type="checkbox"/>
Cash Market Level 1	300 <input type="checkbox"/>	200 <input type="checkbox"/>	100 <input type="checkbox"/>
Cash Market Level 2	500 <input type="checkbox"/>		

Belgrade	real-time	delayed	end-of-day
Indices	60 <input type="checkbox"/>	45 <input type="checkbox"/>	25 <input type="checkbox"/>
Cash Market Level 1	300 <input type="checkbox"/>	200 <input type="checkbox"/>	100 <input type="checkbox"/>
Cash Market Level 2	500 <input type="checkbox"/>		
OTC Data			50 <input type="checkbox"/>

Macedonia	real-time	delayed	end-of-day
Indices	60 <input type="checkbox"/>	40 <input type="checkbox"/>	25 <input type="checkbox"/>
Cash Market Level 1	250 <input type="checkbox"/>	150 <input type="checkbox"/>	100 <input type="checkbox"/>
Cash Market Level 2	500 <input type="checkbox"/>		

Albania	real-time	delayed	end-of-day
Cash Market Level 1 (Bonds only)	250 <input type="checkbox"/>	100 <input type="checkbox"/>	50 <input type="checkbox"/>

Corporate Actions License Fees (EUR per month)			end-of-day
CEE Corporate Actions (exchanges Vienna, Prague, Ljubljana, Budapest, Banja Luka, Belgrade, Macedonia) – Internal Use			300 <input type="checkbox"/>
CEE Corporate Actions (exchanges Vienna, Prague, Ljubljana, Budapest, Banja Luka, Belgrade, Macedonia) - Revending			750 <input type="checkbox"/>

Approved Publication Arrangement (APA) Service (EUR per month)

WBAG MiFID II APA Service	real-time	delayed	end-of-day
APA Data Vienna	500 <input type="checkbox"/>	275 <input type="checkbox"/>	175 <input type="checkbox"/>

Energy Exchange License Fees (EUR/month)

Energy Exchange Austria	real-time	delayed	end-of-day
Spot Electricity Market and Green Electricity	450 <input type="checkbox"/>	325 <input type="checkbox"/>	125 <input type="checkbox"/>

■ **MiFID II Disaggregated Products**

Securities Exchanges License Fees (EUR per month)

Vienna	real-time	delayed	end-of-day
Cash Market + Structured Products Level 1 pre-trade	1,190 <input type="checkbox"/>	505 <input type="checkbox"/>	315 <input type="checkbox"/>
Cash Market + Structured Products Level 2 pre-trade	1,670 <input type="checkbox"/>		
Cash Market + Structured Products post-trade	810 <input type="checkbox"/>	345 <input type="checkbox"/>	215 <input type="checkbox"/>
Cash Market + Structured Products Level 1 pre-trade for WBAG member Vendor*	415 <input type="checkbox"/>	505 <input type="checkbox"/>	315 <input type="checkbox"/>
Cash Market + Structured Products Level 2 pre-trade for WBAG member Vendor*	511 <input type="checkbox"/>		
Cash Market + Structured Products post-trade for WBAG member Vendor*	285 <input type="checkbox"/>	345 <input type="checkbox"/>	215 <input type="checkbox"/>
Global Market		free of charge until further notice <input type="checkbox"/>	

*A WBAG member Vendor is an exchange member who is a trading member on the markets which WBAG operates as an exchange operating company.

Prague	real-time	delayed	end-of-day
Cash Market + Structured Products Level 1 pre-trade	385 <input type="checkbox"/>	195 <input type="checkbox"/>	130 <input type="checkbox"/>
Cash Market + Structured Products Level 2 pre-trade	535 <input type="checkbox"/>		
Cash Market + Structured Products post-trade	265 <input type="checkbox"/>	135 <input type="checkbox"/>	90 <input type="checkbox"/>
Cash Market + Structured Products Level 1 for local Vendors pre-trade*	255 <input type="checkbox"/>	195 <input type="checkbox"/>	130 <input type="checkbox"/>
Cash Market + Structured Products Level 2 for local Vendors pre-trade*	375 <input type="checkbox"/>		
Cash Market + Structured Products for local Vendors post-trade*	175 <input type="checkbox"/>	135 <input type="checkbox"/>	90 <input type="checkbox"/>

* A local Vendor of the Prague Stock Exchange is a Vendor whose domicile is in the Czech Republic. This does not apply to companies that are part of a company group whose domicile is not in the Czech Republic.

Ljubljana	real-time	delayed	end-of-day
Cash Market Level 1 pre-trade	355 <input type="checkbox"/>	165 <input type="checkbox"/>	85 <input type="checkbox"/>
Cash Market Level 2 pre-trade	565 <input type="checkbox"/>		
Cash Market post-trade	245 <input type="checkbox"/>	115 <input type="checkbox"/>	60 <input type="checkbox"/>
Cash Market Level 1 for LJSE member pre-trade*	195 <input type="checkbox"/>	90 <input type="checkbox"/>	85 <input type="checkbox"/>
Cash Market Level 2 for LJSE member pre-trade*	375 <input type="checkbox"/>		
Cash Market for LJSE member post-trade*	135 <input type="checkbox"/>	65 <input type="checkbox"/>	60 <input type="checkbox"/>

*A Ljubljana member is an exchange member who is a trading member on the markets which the Ljubljana Stock Exchange operates as an exchange operating company.

Zagreb	real-time	delayed	end-of-day
Cash market Level 1 pre-trade	625 <input type="checkbox"/>	195 <input type="checkbox"/>	40 <input type="checkbox"/>
Cash market Level 2 pre-trade	925 <input type="checkbox"/>		
Cash market post-trade	425 <input type="checkbox"/>	135 <input type="checkbox"/>	30 <input type="checkbox"/>

WBAG MiFID II APA Service	real-time	delayed	end-of-day
APA Data Vienna pre-trade	325 <input type="checkbox"/>	190 <input type="checkbox"/>	120 <input type="checkbox"/>
APA Data Vienna post-trade	225 <input type="checkbox"/>	135 <input type="checkbox"/>	85 <input type="checkbox"/>

Data Fees End Users

All data fees stated are exclusive of value added tax.

- No data fees are collected for Delayed and End-of-Day Market Data.
- The data fees for Level 2 Market Data also contain Level 1 Market Data.
- Last Trade Market Data contains the last traded price with order size

WBAG may waive the data fees for the subscription of Real-time Market Data by schools and universities upon request of the Contractual Partner. WBAG decides waiver requests on a case-by-case basis giving its approval in writing. WBAG reserves the right to rescind approval for any such fee waiver upon reasonable notice to the Contractual Partner.

As stipulated in the Reporting Requirements, the Unit of Count “Net User ID” applies only if there is a Market Data Agreement with WBAG and with the prior approval of WBAG. It applies exclusively for Internal Use and is applicable to all Market Data products pursuant to Annex 1 and all stock exchanges named in Annex 1 that are subject to MiFID II. The simultaneous Reporting of Internal Use per User ID is ruled out.

■ Standard products (EUR per month per End User)

Vienna	User-ID	Net-User-ID
Indices	11,- <input type="checkbox"/>	13,- <input type="checkbox"/>
Cash Market Level 1	34,- <input type="checkbox"/>	39,- <input type="checkbox"/>
Cash Market Level 2	44,- <input type="checkbox"/>	50,- <input type="checkbox"/>
Cash Market Last Trade	14,- <input type="checkbox"/>	16,- <input type="checkbox"/>
Cash Market +Structured Products Level 1	37,- <input type="checkbox"/>	44,- <input type="checkbox"/>
Cash Market +Structured Products Level 2	47,- <input type="checkbox"/>	56,- <input type="checkbox"/>
Global Market	foc <input type="checkbox"/>	foc <input type="checkbox"/>
APA Data Vienna	13,- <input type="checkbox"/>	15,- <input type="checkbox"/>

Prag	User-ID	Net-User-ID
Indices	5,- <input type="checkbox"/>	6,- <input type="checkbox"/>
Cash Market +Structured Products Level 1	15,- <input type="checkbox"/>	17,- <input type="checkbox"/>
Cash Market +Structured Products Level 2	25,- <input type="checkbox"/>	27,- <input type="checkbox"/>
Cash Market Last Trade	7,- <input type="checkbox"/>	8,- <input type="checkbox"/>
Information on Issuers	5,- <input type="checkbox"/>	5,- <input type="checkbox"/>

Laibach	User-ID	Net-User-ID
Indices	5,- <input type="checkbox"/>	6,- <input type="checkbox"/>
Cash Market Level 1	12,- <input type="checkbox"/>	14,- <input type="checkbox"/>
Cash Market Level 2	22,- <input type="checkbox"/>	24,- <input type="checkbox"/>
Cash Market Last Trade	7,- <input type="checkbox"/>	8,- <input type="checkbox"/>

Standard Packages for LJSE member* for End Users and Non-professional users

Number of users		
Up to 1,000		800 <input type="checkbox"/>
From 1,001 to 2,000		1,200 <input type="checkbox"/>
From 2,001 onwards		1,800 <input type="checkbox"/>

*A Ljubljana member is an exchange member who is a trading member on the markets which the Ljubljana Stock Exchange operates as an exchange operating company.

Zagreb	User-ID	Net-User-ID
Indices	foc <input type="checkbox"/>	foc <input type="checkbox"/>
Cash Market Level 1	5,- <input type="checkbox"/>	6,- <input type="checkbox"/>
Cash Market Level 2	10,- <input type="checkbox"/>	11,- <input type="checkbox"/>
Kassamarkt Last Trade	3,- <input type="checkbox"/>	4,- <input type="checkbox"/>

Banja-Luka	User-ID
Indices	foc <input type="checkbox"/>
Cash Market Level 1	6,- <input type="checkbox"/>
Cash Market Level 2	12,- <input type="checkbox"/>

Belgrad	User-ID
Indices	10,- <input type="checkbox"/>
Cash Market Level 1	
Cash Market Level 2	20,- <input type="checkbox"/>

Mazedonien	User-ID
Indices	foc <input type="checkbox"/>
Cash Market Level 1	5,- <input type="checkbox"/>
Cash Market Level 2	10,- <input type="checkbox"/>

Albania	User-ID
Cash Market Level 1 (Bonds only)	5,- <input type="checkbox"/>

■ **MiFID II Disaggregierte Produkte** Datafees (EUR pro Monat pro Enduser)

Wien	User-ID	Net-User-ID
Indices	11,- <input type="checkbox"/>	13,- <input type="checkbox"/>
Cash Market Level 1 Pre-Trade	22,- <input type="checkbox"/>	25,- <input type="checkbox"/>
Cash Market Level 2 Pre-Trade	28,- <input type="checkbox"/>	32,- <input type="checkbox"/>
Cash Market Post-Trade	15,- <input type="checkbox"/>	17,- <input type="checkbox"/>

Cash Market + Structured Products Level 1 Pre-Trade	24,- <input type="checkbox"/>	28,- <input type="checkbox"/>
Cash Market + Structured Products Level 2 Pre-Trade	30,- <input type="checkbox"/>	35,- <input type="checkbox"/>
Cash Market + Structured Products Post-Trade	16,- <input type="checkbox"/>	19,- <input type="checkbox"/>
Global Market	foc <input type="checkbox"/>	foc <input type="checkbox"/>
APA Data Pre-Trade	9,- <input type="checkbox"/>	10,- <input type="checkbox"/>
APA Data Post-Trade	7,- <input type="checkbox"/>	8,- <input type="checkbox"/>

Prag	User-ID	Net-User-ID
Indices	5,- <input type="checkbox"/>	6,- <input type="checkbox"/>
Cash Market + Structured Products Level 1 Pre-Trade	10,- <input type="checkbox"/>	11,- <input type="checkbox"/>
Cash Market + Structured Products Level 2 Pre-Trade	17,- <input type="checkbox"/>	18,- <input type="checkbox"/>
Cash Market + Structured Products Post-Trade	7,- <input type="checkbox"/>	8,- <input type="checkbox"/>
Information on Issuers	5,- <input type="checkbox"/>	5,- <input type="checkbox"/>

Laibach	User-ID	Net-User-ID
Indices	5,- <input type="checkbox"/>	6,- <input type="checkbox"/>
Cash Market Level 1 Pre-Trade	9,- <input type="checkbox"/>	10,- <input type="checkbox"/>
Cash Market Level 2 Pre-Trade	15,- <input type="checkbox"/>	16,- <input type="checkbox"/>
Cash Market Post-Trade	5,- <input type="checkbox"/>	6,- <input type="checkbox"/>

Zagreb	User-ID	Net-User-ID
Indices	foc <input type="checkbox"/>	foc <input type="checkbox"/>
Cash Market Level 1 Pre-Trade	4,- <input type="checkbox"/>	4,50,- <input type="checkbox"/>
Cash Market Level 2 Pre-Trade	7,- <input type="checkbox"/>	8,50,- <input type="checkbox"/>
Cash Market Post-Trade	3,- <input type="checkbox"/>	3,50,- <input type="checkbox"/>

Data Fees Non-professional End Users

All data fees stated are exclusive of value added tax.

- No data fees are collected for Delayed and End-of-Day Market Data.
- The data fees for Level 2 Market Data also contain Level 1 Market Data.

As a rule, the data fees for End Users apply unless the End User is a Non-professional End User as defined in the Agreement (see Clause 4.12 et seq). In this case, the data fees for Non-professional End Users mentioned in this Clause apply.

■ Standard products (EUR per month per Non-Professional End User)

Vienna	Net User ID
Indices	1 <input type="checkbox"/>
Cash Market + Structured Products Level 1	2 <input type="checkbox"/>
Cash Market + Structured Products Level 2	3 <input type="checkbox"/>
Global Market	foc <input type="checkbox"/>
APA Data Vienna	foc <input type="checkbox"/>

Prague	Net User ID
Indices	foc <input type="checkbox"/>
Cash Market + Structured Products Level 1	2.50 <input type="checkbox"/>
Cash Market + Structured Products Level 2	5 <input type="checkbox"/>
Information on issuers	3.5 <input type="checkbox"/>
Snapshots	0.05 <input type="checkbox"/>

Ljubljana	Net User ID
Indices	foc <input type="checkbox"/>
Cash Market Level 1	1 <input type="checkbox"/>
Cash Market Level 2	2 <input type="checkbox"/>
Standard Packages for LJSE member* for End Users and Non-professional users	
Number of users	
Up to 1,000	800 <input type="checkbox"/>
From 1,001 to 2,000	1,200 <input type="checkbox"/>
From 2,001 onwards	1,800 <input type="checkbox"/>

*A Ljubljana member is an exchange member who is a trading member on the markets which the Ljubljana Stock Exchange operates as an exchange operating company.

Banja Luka	Net User ID
Indices	foc <input type="checkbox"/>
Cash Market Level 1	1 <input type="checkbox"/>
Cash Market Level 2	2 <input type="checkbox"/>

Belgrade

	Net User ID
Indices	1 <input type="checkbox"/>
Cash Market Level 1	
Cash Market Level 2	2 <input type="checkbox"/>

Macedonia

	Net User ID
Indices	foc <input type="checkbox"/>
Cash Market Level 1	1 <input type="checkbox"/>
Cash Market Level 2	2 <input type="checkbox"/>

Albania

	Net User ID
Cash Market Level 1 (Bonds only)	1 <input type="checkbox"/>

■ **MiFID II Disaggregated Products** (EUR per month per Non-professional End User)

Vienna

	Net User ID
Indices	1 <input type="checkbox"/>
Cash Market + Structured Products Level 1 pre-trade	1 <input type="checkbox"/>
Cash Market + Structured Products Level 2 pre-trade	1.50 <input type="checkbox"/>
Cash Market + Structured Products post-trade	1 <input type="checkbox"/>
Global Market	foc <input type="checkbox"/>
APA Data Vienna	foc <input type="checkbox"/>

Prague

	Net User ID
Indices	foc <input type="checkbox"/>
Cash Market + Structured Products Level 1 pre-trade	1.50 <input type="checkbox"/>
Cash Market + Structured Products Level 2 pre-trade	3 <input type="checkbox"/>
Cash Market + Structured Products post-trade	1 <input type="checkbox"/>
Information on Issuers	3.5 <input type="checkbox"/>
Snapshots	0.05 <input type="checkbox"/>

Ljubljana

	Net User ID
Indices	foc <input type="checkbox"/>
Cash Market Level 1 pre-trade	0.70 <input type="checkbox"/>
Cash Market Level 2 pre-trade	1.20 <input type="checkbox"/>
Cash Market post-trade	0.30 <input type="checkbox"/>

Zagreb

	Net User ID
Indices	foc <input type="checkbox"/>
Cash Market Level 1 pre-trade	0.70 <input type="checkbox"/>
Cash Market Level 2 pre-trade	1.20 <input type="checkbox"/>
Cash Market post-trade	0.30 <input type="checkbox"/>

Technical Service Fees

All technical service fees are stated exclusive of value added tax.

Technical Service Fees	EUR/Month
Vienna Data Feed - Alliance Data Highway (ADH)	
market by price unnetted for equities, bonds and exchange-traded funds of the Vienna Stock Exchange	
market by price netted for structured financial products of the Vienna Stock Exchange and equities, bonds, exchange-listed funds and structured financial products of the exchanges of Prague, Ljubljana, Zagreb, Belgrade, Banja Luka and Macedonia	
market by price netted for equities, bonds, futures, currencies and repos (repurchase agreements) of the Kazakhstan Stock Exchange	
Index data of all stock exchanges	
incl. 2 FTP accesses for the entire connectivity	
■ ADH via TIP Protocol via data lines	1,200 <input type="checkbox"/>
■ ADH via FIX Protocol via data lines – only on request as of Q3 2018	1,200 <input type="checkbox"/>
■ ADH via TIP Protocol via VPN connection	1,200 <input type="checkbox"/>
■ ADH via FIX Protocol via VPN connection – only on request as of Q3 2018	1,200 <input type="checkbox"/>
Vienna Data Feed – rapidADH Low Latency Feed (EnBS/RDI,EMDS, EMDI)	
Fees per data line	
market by price unnetted for equities, bonds, exchange-traded funds and structured financial products of the exchanges of Vienna, Prague, Ljubljana and Zagreb	
Market depth 10	
Index data is not included	
incl. 2 FTP accesses	1,200 <input type="checkbox"/>
Vienna Data Feed - rapidADH Screen basic supply (one-time)	600 <input type="checkbox"/>
Vienna Data Feed - rapidADH Screen	150 <input type="checkbox"/>
FTP access for customers without access to ADH/rapid ADH (incl. 2 accesses)	150 <input type="checkbox"/>
Every additional FTP access	150 <input type="checkbox"/>
	EUR/Quarter
Technical support for feed customers not directly connected	1,500 <input type="checkbox"/>

Annex 2: Webhosting Clients - Order

This document is a constituent part of this Agreement. It must be completed when Market Data pursuant to Clause 4.18 are to be displayed on an **internet website** controlled and hosted by the Contractual Partner. Any deviation in the use requires the execution of a Market Data Agreement with WBAG. Annex 2 may be terminated by either of the contractual parties at the end of each month by giving **one month's period of notice** in writing without stating reasons.

Please send the completed Annex 2 to the following address: Wiener Börse AG, Market Data Sales, Wallnerstrasse 8, 1010 Vienna or to mds@wienerborse.at

Company name of the Webhosting Client	Homepage address
Contact person Webhosting Client (e-mail, phone)	Contractual Partner

Contact person Contractual Partner (e-mail, phone)

Annex 2 may be terminated by either of the contractual parties at the end of each month by giving **one month's period of notice** in writing without stating reasons.

Fees (in EUR per month)	real-time	delayed
Vienna Stock Exchange Wallboards	150 <input type="checkbox"/>	100 <input type="checkbox"/>
Vienna Stock Exchange TV Ticker up to 25	150 <input type="checkbox"/>	50 <input type="checkbox"/>
Product and content	end-of-day	delayed
Issuer services for companies listed on the stock exchanges of Vienna, Prague and Ljubljana, One instrument, related indices	Free of charge <input type="checkbox"/>	Free of charge <input type="checkbox"/>
Wiener Börse Ticker or Watchlist on website up to 25 instruments	Free of charge <input type="checkbox"/>	50 <input type="checkbox"/>
Vienna Stock Exchange Indices Austrian, CECE and non-European indices	Free of charge <input type="checkbox"/>	30 <input type="checkbox"/>
Vienna Stock Exchange cash market All instruments on the cash market	Free of charge <input type="checkbox"/>	270 <input type="checkbox"/>
Vienna Stock Exchange – Global Market	Free of charge <input type="checkbox"/>	Free of charge <input type="checkbox"/>
Banja Luka stock exchange Level 1 data BLSE indices, all instruments of the cash market	Free of charge <input type="checkbox"/>	50 <input type="checkbox"/>
Belgrade Stock Exchange Level 1 Data BELEX indices, all instruments of the cash market	Free of charge <input type="checkbox"/>	50 <input type="checkbox"/>
Ljubljana Stock Exchange Level 1 Data LJSE indices, all instruments of the cash market	Free of charge <input type="checkbox"/>	50 <input type="checkbox"/>
Macedonia Stock Exchange Level 1 Data MSE indices, all instruments of the cash market	Free of charge <input type="checkbox"/>	50 <input type="checkbox"/>
Prague Stock Exchange Level 1 Data PSE indices, all instruments of the cash market	Free of charge <input type="checkbox"/>	50 <input type="checkbox"/>
Zagreb Stock Exchange Level 1 Data ZSE indices, all instruments of the cash market	Free of charge <input type="checkbox"/>	200 <input type="checkbox"/>
Albanian Stock Exchange Level 1 Data Bonds only	Free of charge <input type="checkbox"/>	50 <input type="checkbox"/>
EXAA Spot Electricity Data	Free of charge <input type="checkbox"/>	50 <input type="checkbox"/>

Annex 3: 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.

General Information on the Contractual Partner

Company name

Address

Postal code / city

Country

Billing address if different from company address

Postal code / city

Billing address, country

VAT ID number

Pursuant to Clause 14.5 and 14.6 of the Agreement, 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 of the Contractual Partner

Market Data Agreement

Name	
Academic title	
Phone	
E-mail	
Address	
E-mail notification service	Yes <input type="checkbox"/> No <input type="checkbox"/>

Reporting

Name	
Academic title	
Phone	
E-mail	
Address	

Payment

Name	
Academic title	
Phone	
E-mail	
Address	
	PDF invoice <input type="checkbox"/> Paper invoice <input type="checkbox"/>

Compliance and Audit

Name	
Academic title	
Phone	
E-mail	
Address	
E-mail notification service	Yes <input type="checkbox"/> No <input type="checkbox"/>

Data Feed

Name	_____
Academic title	_____
Phone	_____
E-mail	_____
Address	_____
E-mail notification service	Yes <input type="checkbox"/> No <input type="checkbox"/>

Content Management

Name	_____
Academic title	_____
Phone	_____
E-mail	_____
Address	_____
E-mail notification service	Yes <input type="checkbox"/> No <input type="checkbox"/>

Annex 4: Reporting Requirements

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@wienerbourse.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 trailing 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

Annex 5: Audit Requirements

1. This document is a constituent part of this Agreement.
2. By signing this Agreement with WBAG, the Contractual Partner has agreed to regular Audits of the Reporting and billing documents as well as of the relevant technical installations for Reporting that will be conducted by the staff of WBAG and/or by a third party commissioned by WBAG for this task.
3. The Contractual Partner agrees to the execution of the Audit by employees of WBAG and/or by a third party charged with the task also at the premises of its Subvendors, Subscribers, End Users, Webhosting Clients and Service Facilitators and also agrees to inform its Subvendors, Subscribers, End Users, Webhosting Clients and Service Facilitators of the Audits and to instruct them to provide the support necessary to conduct an Audit. The rules set out below shall apply to the aforementioned parties mutatis mutandis. The Contractual Partner will ensure that its Subvendors, Subscribers, End Users, Webhosting Clients and Service Facilitators comply with their obligation to collaborate within the scope of an Audit.
4. If the Contractual Partner or its Subvendors, Subscribers, End Users, Webhosting Clients or Service Facilitators refuse the execution of a properly announced Audit, or, despite a written request by WBAG or by one of the third parties it has commissioned, refuses to grant access to the relevant documents or technical installations (e.g. Entitlement Systems) at its premises and/or at its Subvendors, Subscribers, End Users, Webhosting Clients or Service Facilitators and/or does not hand over the relevant documents or electronic files in accordance with the rules of the Audit Requirements, WBAG may do one of the following until the obligation is properly met and irrespective of any other claims under the Agreement:
 - Estimate the fees payable as it deems equitable (e.g. reports of the past months or on the basis of reports of other similar companies) based on the appropriate criteria and to invoice the amount; and/or;
 - To fully or temporarily discontinue delivery of the Market Data until proper fulfillment of the obligations under this Annex; and/or
 - Terminate the Agreement pursuant to Clause 12.4

Definition and Objectives of an Audit

5. The purpose of the Audit is to review compliance with the terms and conditions of the Agreement in order to ascertain potential sources of error and, if applicable, remedy the errors, and to check compliance of Reporting practice with the terms of the Agreement and to secure payment of the applicable fees to WBAG. The Audit serves the purpose of analyzing potential differences in the interpretation of the Agreement between WBAG and its contractual partners and to resolve these differences.
6. The following is checked during an Audit:
 - Receipt and use of the Market Data within the systems and Services of the Company Group
 - Security and access to the Market Data within the Company Group
 - The Entitlement Systems and all related administrative and technical procedures, e.g., the creation and storage of the Audit Trail
 - Reporting and payment procedures, Honesty Statements/Entitlement Protocols, billing documents
 - The Market Data products listed in the reports
 - Access and use of the Market Data by Subvendors, Subscribers, End Users, Webhosting Clients and Service Facilitators of the Contractual Partner
 - Access to the data feeds of the Contractual Partner
 - Forwarding of the Market Data to Subvendors

- Other compliance-relevant issues that may arise in the course of an Audit

Audit Guidelines

7. The Contractual Partner has agreed to support the employees of WBAG and/or of a third party WBAG has commissioned with the task in the execution of an Audit. By signing the Agreement, the Contractual Partner consents to grant access to WBAG employees or the third party to its internal data systems and to all necessary documents.
8. Usually, a Location will not be audited more than once a year, unless WBAG has a well-founded reason to conduct further Audits.
9. An Audit is executed within 90 days of its announcement to the Contractual Partner. To enable effective planning and preparation of the Audit, WBAG will make an effort to notify Audits well in advance. In the case of apparent discrepancies in the monthly Reporting, an Audit may also be notified on shorter notice.
10. The costs of an Audit are borne by WBAG.
11. In the case of a gross error attributable to the Contractual Partner, the Contractual Partner may be required to assume the costs. Should the Audit findings show that the actual amount of the fees to be paid exceeds the amount according to the billing documents by more than 10% (ten percent), all costs of the Audit (travel and accommodations as well as Auditor fees) shall be borne by the Contractual Partner.
12. All Units of Count that were not properly reported will be invoiced with an interest surcharge. This interest surcharge will be calculated retroactively and on a precise daily basis, specifically starting from the date of the first use of the WBAG Market Data until the day of the Audit. The annual interest rate is 10% (ten percent).
13. All books, documents, files and systems reviewed during the Audit as well as all further work materials required for the Audit are treated with strict confidentiality by WBAG and by any third party it has commissioned.
14. As soon as an Audit has been notified to the Contractual Partner by WBAG, the following points need to be clarified by the contractual parties.
 - Time period, time and venue(s) of the Audits must be defined as soon as possible;
 - All of the documents required should be marked as such by the Contractual Partner and (centrally) collected. The Contractual Partner must make these available to WBAG and/or a third party it has commissioned;
 - Sufficient resources must be assured for the duration of the Audit by WBAG and the Contractual Partner.
15. The Audit team must be granted access to the relevant employees of the Contractual Partner to be audited in order to analyze, discuss and clarify on site the divergent interpretations of the Agreement.
16. The two contractual parties must collaborate in order to facilitate the efficient execution of the Audit.
17. The Auditors of WBAG will make every effort to answer all questions of employees of the Contractual Partner being audited on site. All unresolved questions must be clarified within the scope of the final meeting of the Audit.
18. Inspections at the Locations of the Subvendors, Subscribers, End Users, Webhosting Clients and Service Facilitators are indispensable in most cases in order to identify and locate the sources of the errors in the Reporting. The Auditors will make an effort to announce in advance the visit and the inspection of the Locations of the Subvendors, Subscribers, End Users, Webhosting clients and Service Facilitators.

Audit Findings and Audit Reports

19. At a final meeting and/or in a final Audit report, the Auditors of WBAG will inform the Contractual Partner of the preliminary results and the issues that still need to be resolved. The Contractual Partner is requested to give feedback on the Audit and on the preliminary results and recommendations.
20. Based on the comments and recommendations of the two contractual parties, a time frame is then decided to clarify unresolved questions, the delivery of the report, and to prepare and accord the final Audit settlement.
21. As a rule, the Audit report is prepared within a period of three months after the final meeting. If necessary, the Audit report should contain the statement of the audited Contractual Partner. Any lack of documents proving the figures delivered to WBAG is also indicated in the Audit report.
22. The lack of these documents does not necessarily point to a Reporting error; however, it may result in additional inquiries, validation tests, visits to Locations of Subvendors, Subscribers, End Users, Webhosting Clients and Service Facilitators or in further investigations by WBAG. The Audited Contractual Partner should respond immediately to the Audit report.
23. The changes resulting from the Audit findings to the reports and the related increase in fees shall generally be deemed by WBAG as a final Audit settlement. This procedure is binding on the Contractual Partner and refers to the period audited and the Locations of the Audit.
24. If it is not possible to clarify if a report has errors due to lacking documents, WBAG may set the number of Units of Count for the concerned period 10 (ten) percent higher than the last proven correctly reported number for a similar period.
25. If it becomes clear within the scope of an Audit that the Market Data has been intentionally or by gross negligence disseminated contrary to the terms of the Agreement, and WBAG cannot ascertain the amount of the loss caused by the misuse of the data, the Contractual Partner must pay a stipulated penalty in the amount of 12 months' license fees pursuant to Annex 1. This stipulated penalty shall not be subject to change by a court ruling and will be due as of the time the dissemination in breach of the terms of the contract is ascertained irrespective of WBAG's right to claim compensation for damages.

Audit Settlement and Follow-up

26. The Audit report also ascertains material defects in the Reporting that result in incorrect fees being billed for the use of the Market Data. The Contractual Partner is given a period of grace within which it must remedy the defects. WBAG or a third party commissioned by WBAG will inspect if the defects have been remedied at the latest at a follow-up Audit. The rights of WBAG on the grounds of incorrect Reporting are not affected by this.
27. Should the Audit report ascertain that WBAG is to receive payment of additional fees ex post, WBAG will invoice these fees. Under the condition that the invoice is fully paid, WBAG will confirm the finalization of the Audit in writing (Settlement Letter). Insofar as there are unresolved issues at the time of the Settlement Letter, the Audit will be finalized contingent on these unresolved issues.
28. If the Audit findings ascertain a significant difference between the reported and the actual Market Data use at the Subscriber and/or End User of the Contractual Partner, WBAG retains the right to make the further supply of data to the Subscriber and/or End User contingent on the execution of a Market Data Agreement directly between WBAG and the Subscriber and/or End User of the Contractual Partner.

Annex 6: Subscription of Kazakhstan Stock Exchange Market Data

This Annex is incorporated into and shall form a part of the Market Data Agreement. It supplements the Market Data Agreement exclusively with regard to the Kazakhstan Stock Exchange Market Data. All of the terms and conditions of the Market Data Agreement apply to this Annex; if there is a conflict between this Annex and the Market Data Agreement, the terms of this Annex shall prevail.

All of the terms and conditions of the Market Data Agreement apply unchanged to the Market Data offered by WBAG for sale pursuant to Annex 1.

The Market Data Agreement with regard to the Kazakhstan Stock Exchange Market Data is hereby amended as follows:

1. The definition of Limited Extracts and Non-professional End Users as well as clauses 3.9-3.10, 4.12-4.17, Annex 4 clause 12 and Annex 4 clause 14 of the Market Data Agreement shall not be applicable with respect to the Kazakhstan Stock Exchange Market Data.
2. The terms given below are defined as follows in this Annex 6:
 - KASE Derived Data:** data that is created in whole or in part from the KASE Market Data and that cannot be (1) readily reverse-engineered to recreate the KASE Market Data or (2) used to create other data that is a reasonable facsimile for the KASE Market Data.
 - KASE Market Data:** data on deals concluded in KASE's trading system and orders accepted by the exchange for conclusion of those deals in financial instruments traded on the exchange as well as other market information described in this Annex, as may be amended from time to time.
3. WBAG acknowledges that the Company Group owns the Intellectual Property Rights to the KASE Derived Data created by the Company Group. However, the rights of the Company Group to the KASE Derived Data shall not affect the KASE's Intellectual Property Rights in the original KASE Market Data sent to the Contractual Partner.
4. Clause 4 'Use of the Market Data by the Contractual Partner' shall survive the termination of the Agreement with regard to KASE Market Data.
5. Deviating from Clause 8.4 the fixed monthly license fees shall be due in advance at the beginning of each calendar month 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.
6. Deviating from Cause 8.6, the fees stated in 10.2 and 10.4 shall also be paid by the Contractual Partner even if it is not possible for WBAG to make the KASE 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 KASE Market Data available for longer than 5 (five) workdays, the variable End User fees will be reduced pro rata temporis.
7. Deviating from Annex 4 Clause 10, no variable Data Fees shall fall due in the following case:
 - KASE Derived Data where the underlying data cannot be determined;
8. Deviating from Clause 8.9, the fees shall be paid in US dollars 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 100 % (hundred percent) the fee invoiced.

9. Each contractual party to this Agreement warrants and represents that:
 - It has the full right and power to enter into and fully perform this Agreement in accordance with its terms; and
 - The execution and performance of this Agreement will not infringe any rights granted by that party to any third party nor the provisions of any agreement to which it is a party.
10. Clause 10 'Warranties' survives termination of this Agreement with regards to KASE Market Data.
11. Deviating from Clause 11.4, WBAG shall not be liable for losses or damages that may occur due to errors or delays in the KASE Market Data or as may occur during transmission of the KASE 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 14 (fourteen) workdays, both contractual parties shall have the right to dissolve the contractual relationship with immediate effect by registered mail.
12. If at any time, the Contractual Partner throttles, limits or otherwise controls the speed of delivery of the KASE Market Data and/or the quantity of the Market Data delivered to Subvendors, End Users and/or Webhosting Clients, then the Contractual Partner must indemnify and defend WBAG against any and all claims, actions or demands of the Subvendors, End Users and/or Webhosting Clients against WBAG.
13. Clause 11 'Liability' survives termination of this Agreement with regards to KASE Market Data and occurrences during the contractual relationship.
14. Termination of this Agreement and this Annex shall not affect the accrued rights or liabilities of the contractual parties arising from this Agreement and this Annex as at the date of termination; all provisions expressed to survive this Agreement and this Annex or which by implication do so shall remain in force and effect.
15. To avoid any doubts, a breach of clause 13 is deemed a material breach of this Agreement.
16. Nothing in this Agreement and this Annex will create or be deemed to create a partnership or agency relationship between the contractual parties.
17. This Agreement and this Annex will only be valid if executed in English. In the case this Agreement and this Annex is translated into another language, this may be done for information purposes only, and the English version shall be binding on the contractual parties.
18. Deviating from Annex 4 Clause 15 et seq., the Market Data Fees shall be based on:
 - The number of Interactive Accesses or, where the client operates a video switching system, the total number of ports on such system which supply the Interactive Accesses in use in the reporting month.
 - In a networked environment (e.g. Intranet), the Unit of Count in relation to Interactive Accesses shall be the End User, and, in a standalone environment, the Unit of Count shall be the Device.
19. Deviating from Annex 5 Clause 3, the Contractual Partner agrees to the execution of the Audit by employees of WBAG and/or by a third party it charges with the task also at the premises of its customers and also agrees to inform its End Users and Service Facilitators of the Audits and to instruct them to provide the support necessary to conduct an Audit. The rules set out below shall apply to the aforementioned parties mutatis mutandis. As part of the Audit procedure, the End Users and Service Facilitators may be required to complete a questionnaire for the purpose of collecting information related to the Service Facilitator's and/or End User's use of the KASE Market Data and other matters relating to the KASE Market Data.

Two identical counterparts of this Annex have been presented to the contractual parties for signing; each of the contractual parties shall receive a copy after the signing. This Annex has been signed by the authorized signatories of the contractual parties.

	<u>Wiener Börse AG</u>	<u>Contractual Partner</u>
Date		
Signature		
Name	<u>Christoph Boschan</u>	
Position	<u>CEO</u>	
Signature		
Name	<u>Henriette Lininger</u>	
Position	<u>Head of Issuers & Market Data Sales</u>	

KASE Price and Product List

<u>License Fees in USD/month</u>	<u>real-time</u>	<u>delayed</u>	<u>end-of-day</u>
<u>KASE Market Data (include all markets traded on KASE)</u>	<u>1,500 <input type="checkbox"/></u>	<u>900 <input type="checkbox"/></u>	<u>400 <input type="checkbox"/></u>

<u>Data Fees in USD /month</u>	
<u>KASE Market Data (include all markets traded on KASE)</u>	<u>65 <input type="checkbox"/></u>

<u>Fees in USD/month for historic data</u>	
<u>1 month</u>	<u>400 <input type="checkbox"/></u>
<u>2–3 months</u>	<u>600 <input type="checkbox"/></u>
<u>4–6 months</u>	<u>800 <input type="checkbox"/></u>
<u>7–9 months</u>	<u>1,000 <input type="checkbox"/></u>
<u>10–12 months</u>	<u>1,250 <input type="checkbox"/></u>
<u>More than one year</u>	<u>1,250 for each year <input type="checkbox"/></u>

Annex 7: Technical Dissemination of the Market Data of the Budapest Stock Exchange via the WBAG Data Feed

1. This document is a constituent part of this Agreement. The Budapest Stock Exchange (“BSE”) generates, collects and records price data and other market information relating to the instruments traded on the BSE (“BSE Data”). BSE Data are described in the “BSE Information Distribution Agreement”, the “BSE Information Policies” and the “BSE Schedule of Fees” (together “BSE Agreement”). The respective applicable valid version of the BSE Agreement is available to the Contractual Partner on the website of BSE www.bse.hu. The Contractual Partner wants to subscribe to BSE Data via the Data Feed of WBAG. The commercial dissemination of BSE Data is done exclusively by BSE. A requirement for subscribing to BSE Market Data via the Data Feed of WBAG is the establishment of the BSE Agreement. The billing of the fees for BSE Data is done by BSE in accordance with the BSE Agreement as amended.
2. WBAG acts only as a technical vicarious agent for BSE and grants the Contractual Partner access to the BSE Market Data via the Data Feed of WBAG after receiving a written confirmation from BSE as set out in Clause 5.1 of the Agreement.
3. The subscription of BSE Data via the Data Feed of WBAG is subject to the Agreement with the exception of the following Clauses: Clause 1.3, Clause 2, Clause 3, Clause 4, Clause 7, Clause 8, Clause 9, Clause 14.7, Annex 2, Annex 4, Annex 5 and Annex 6. For the purposes of this Annex 7, the definition of the term “Market Data” shall apply accordingly to BSE Data.

For further inquiries regarding BSE Data, please contact the Budapest Stock Exchange at info@bse.hu or vendor@bse.hu or by phone at +36 1 429 6700

	Wiener Börse AG	Contractual Partner
Date		
Signature		
Name	Christoph Boschan	
Position	CEO	
Signature		
Name	Henriette Lininger	
Position	Head of Issuers & Market Data Sales	