

General Terms and Conditions

to the Market Data Dissemination Agreement
for Vendors / Revendors

Special Provisions PRIIP-Data

Version 1.0
Effective from 01/01/2018

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To be referred to as „Boerse“

Document information

Information classification: Public

Reference documents

General Terms and Conditions to the Market Data
Dissemination Agreement for Vendors/Revendors –
General Provisions
Version 7.1, 10/01/2018

General Terms and Conditions to the Market Data
Dissemination Agreement for Vendors/Revendors –
Special Provisions – Ticker Tape / Electronic Displays
Version 7.0, 01/01/2018

General Terms and Conditions to the Market Data
Dissemination Agreement for Vendors/Revendors –
Special Provisions – Non-Display
Version 7.1, 10/01/2018

General Terms and Conditions to the Market Data
Dissemination Agreement for Vendors/Revendors –
Special Provisions – Index Data
Version 7.0, 01/01/2018

General Terms and Conditions to the Market Data
Dissemination Agreement for Vendors/Revendors –
Special Provisions – Securities Master Data
Version 7.0, 01/01/2018

General Terms and Conditions to the Market Data
Dissemination Agreement for Vendors/Revendors –
Special Provisions – Key Figures
Version 1.0, 02/01/2020

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1 Scope of application

(1.1) Sections 1 to 10 of these Special Provisions shall apply exclusively to PRIIP Data usage.

(1.2) The additional provisions of Sections 1 through 10 shall apply in addition to the General Provisions, but in case of conflicts take precedence over the General Provisions.

2 Definitions

Internal use

Internal use includes (but is not limited to) using PRIIP Data by way of creating data derived therefrom (e.g. for calculating indicators), and by mapping PRIIP Data to proprietary databases. Editing, or changing the content of individual details shall not be permitted.

Own Web Portal

Boerse Stuttgart defines the Client's Own Web Portal as its own internet presence, as opposed to websites hosted on behalf of the Client's customers.

PRIIP Data

Regulation (EU) No 1286/2014 of the European Parliament and of the Council on key information documents for packaged retail and insurance-based investment products (PRIIPs) (the "PRIIPs Regulation"), which will come into force on 1 Jan 2018, governs the introduction of Key Information Documents (KIDs) for certain investment products. For at least 95% of all derivative securities which Issuers connected to Boerse Stuttgart have issued throughout Germany, and which are subject to the PRIIPs Regulation and for which an ISIN code has been assigned, Issuers shall supply the link to the KID as well as further data fields containing PRIIP details to Boerse Stuttgart, as soon as the respective Issuer offers the product in a form that requires the Basic Information Sheet to be published pursuant to the PRIIPs Regulation (offer to retail investors). Furthermore, each Issuer may submit data ("PRIIP Data") regarding all PRIIPs it has issued in Europe, which are subject to the PRIIPs Regulation and for which an ISIN code has been assigned. Umfang der Leistungspflicht

3 Scope of services to be provided

(3.1) Boerse Stuttgart provides PRIIP Data to its Contracting Parties. Boerse Stuttgart will provide a current list of Issuers delivering PRIIP Data to Boerse Stuttgart upon request. The type and scope of PRIIP Data fields to be transmitted are governed by the Detailed Specification for the PRIIP Data Feed (the "Detailed Specification"), as amended from time to time.

(3.2) The times for submission and update of PRIIP Data to be transmitted are governed by the Detailed Specification, as amended from time to time. Any changes to data will be passed on as soon as possible

following their submission to Boerse Stuttgart by the Issuer.

(3.3) The Detailed Specification and the list of Issuers – each as amended from time to time – may be requested from Boerse Stuttgart's Information Products department, via Boerse Stuttgart's website: <https://www.boerse-stuttgart.de/ip/>.

(3.4) The number and composition of Issuers with a contractual relationship with Boerse Stuttgart may change over time. Where Boerse Stuttgart is no longer entitled to make data from specific Issuers available for use by its Contracting Parties, it will no longer deliver such data. Hence, the composition and content of the PRIIP Service may change. The Contracting Party expressly agrees to this kind of change, and shall not be entitled to assert any rights of termination, reduction of fees, claims for damages, or any other rights or claims as a result.

4 Principles of Cooperation

(4.1) As an experienced and reliable provider of such services, Boerse Stuttgart declares that it will provide the services to be rendered diligently, and with the requisite professional expertise.

(4.2) Therefore, Boerse Stuttgart shall undertake any and all reasonable efforts in order to provide PRIIP Data received from Issuers to vendors/revendors. However, Boerse Stuttgart accepts no liability for the correctness or completeness of PRIIP Data supplied: such data will be provided in the form, and with the content, as transmitted by Issuers. Boerse Stuttgart shall be under no obligation to check the PRIIP Data received and forwarded for plausibility, correctness, completeness, or otherwise.

(4.3) Boerse Stuttgart will not examine whether legal requirements are relevant or applicable to the facts underlying the PRIIP data.

5 Rights of Use

(5.1) Sections 6-7 and 9-11 of the General Terms and Conditions of Business to the Market Data Dissemination Agreement for Vendors / Revendors shall not be applicable.

(5.2) Section 5.1 sentence 1 of the General Terms and Conditions of Business to the Market Data Dissemination Agreement for Vendors / Revendors shall be amended to the effect that Licensed Information with respect to PRIIP Data means information which the Contracting Party is permitted to use for its own purposes.

(5.3) The following rights of use shall apply unless they have been expressly amended by way of individual written contractual agreements.

(5.4) Contracting Parties are granted a non-exclusive and non-transferable right of use which permits them to use PRIIP Data as set out below:

- for 'display-only' publication via an Own Web Portal, to an open user group;
- for internal purposes.

(5.5) However, Contracting Parties shall not be permitted to use PRIIP Data as follows:

(5.6) forwarding PRIIP Data to third parties, revendors or subscribers for their internal and external use;

(5.7) displaying and/or using PRIIP Data within proprietary applications (e.g. terminal products) at or by the Contracting Party's customers.

(5.8) Boerse Stuttgart will not assert any rights to Original Created Works established from PRIIP Data within the scope of permitted use. Internal use or external dissemination of Original Created Works shall not be subject to any restrictions or fees. With regard to such Original Created Works, only the use of PRIIP Data for creating Original Created Works shall be payable. For the purposes of these Special Provisions, the definition of Original Created Works (in accordance with section 2 of the General Terms and Conditions to the Market Data Dissemination Agreement for Vendors / Revendors) shall be amended to the effect that the works or product is created using PRIIP Data (as opposed to real-time Information).

(5.9) PRIIP Data serves the purpose of providing a concentrated library of factual information, to facilitate access to details regarding PRIIPs (including the KID, via the link provided). However, the provision of PRIIP Data shall not relieve the Contracting Party from the obligation to carry out its own review of PRIIP Data: Contracting Parties shall examine the suitability and usability of PRIIP Data, within the scope of the rights of use, for the purposes intended.

(5.10) Contracting Parties shall be entitled to create working copies, backups and archive copies which are required for designated use, and to submit such copies or backups to a third party exclusively for the purpose of operating (emergency) data-processing centres on behalf of a Contracting Party. Contracting Parties shall be liable to Boerse Stuttgart for any lost usage fees in the event of unauthorised data use or dissemination by the operator of (emergency) data-processing centres.

(5.11) Any extensions with regard to the type and extent of use shall require authorisation by Boerse Stuttgart as well as a corresponding supplementary agreement; fees shall be adjusted accordingly.

6 Onward Dissemination of PRIIP Data to Affiliated Companies

(6.1) At the outset of the term of agreement, the Contracting Party shall provide Boerse Stuttgart with a list of affiliated companies which will use PRIIP Data in accordance with the scope outlined in section 5. This list shall contain details regarding company name, addresses and websites (URLs). This list of affiliated companies shall be updated if and when required.

(6.2) When calculating prices and assigning a pricing model level, PRIIP Data usage by affiliated companies will be taken into account in the same manner as the Contracting Party's own usage, with both levels of usage aggregated in order to achieve the correct assignment.

(6.3) Contracting Parties shall be permitted to disseminate licensed PRIIP Data to the affiliated companies listed, without a separate revendor permission. This permission may be revoked for good cause; in the case of such revocation, the interests of the Contracting Party shall be given due consideration. Any affiliated companies affected by such revocation, as well as any affiliated companies not listed by the Contracting Party, shall not be permitted to use PRIIP Data.

(6.4) With regard to the affiliated companies, the provisions of the Market Data Dissemination Agreement for Vendors/Revendors shall apply mutatis mutandis. The Contracting Party shall be liable to Boerse Stuttgart for the fulfilment, by its affiliated companies, of the obligations arising from the Market Data Dissemination Agreement for Vendors or Revendors, as the case may be.

7 Rights

(7.1) The Contracting Party acknowledges that Boerse Stuttgart, together with its suppliers and Issuers, are the sole owners of any copyrights and other intellectual property rights with respect to PRIIP Data.

(7.2) Boerse Stuttgart represents to Contracting Parties that it is authorised to grant the rights to use and own data, as agreed, and that no rights of third parties under German law are infringed by the usage, processing and marketing of data by Boerse Stuttgart.

(7.3) Following termination of an agreement, Contracting Parties shall be entitled to keep PRIIP Data received during the term of the agreement stored for an indefinite period of time. Furthermore, Contracting Parties shall be permitted, without limitation, to use such PRIIP Data in order to map or sort database content in order to maintain the functional viability of such databases, or to continue using their inventory of historical database entries as set out in section 5.

8 Liability

Contracting Parties shall indemnify Boerse Stuttgart against any recourse claims by third parties which are caused by the non-contractual use of PRIIP Data by a Contracting Party.

This document were drafted in German and translated into English; the German text shall prevail in the event of any discrepancy between the German and the English text.

9 Reporting

Use of PRIIP Data constitutes information subject to reporting obligations, which must be treated in accordance with the detailed provisions of the Reporting Audit Guideline. The PRIIPs service shall be treated as an individual product.

10 Provision of PRIIP Data

PRIIP Data will be disseminated to subscribers via Boerse Stuttgart's price data marketing platform or via the (S)FTP server; with more details specified by the Detailed Specification.