

# General Terms and Conditions

to the Market Data Dissemination Agreement  
for Vendors / Revendors

Special Provisions Securities Master Data

Version 7.0  
Effective from 01/01/2018

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To be referred to as „Boerse Stuttgart“

## 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 – PRIIP Data  
Version 1.0, 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

(1.1) The following Special Provisions are valid exclusively for the use of securities master data (hereinafter: "Master Data").

(1.2) The following Special Provisions shall apply in addition to the General Provisions, but in case of conflicts take precedence over the General Provisions.

## 2 Definitions

### Basic package

The Basic Package comprises the Subtypes of the Master Data feeds which serve as a basis for compiling information. These are always the Master Data as well as trading information on the financial instruments of the respective asset class.

### Internal usage

Entails (but not exclusively) the usage of Master Data, the creation of derived data (e. g. calculation of key data) and the usage / transmission ("Mapping") into the Contracting Party's own database structures.

### Own website

The term "Own Website" is understood by Boerse Stuttgart to mean the Contracting Party's own website but not host websites for third parties.

### Platin package

The Platinum Package is an extension of the Premium Package and offers Contracting Party-specific data and consequently high individual quality.

### Premium package

The Premium Package comprises the Subtypes of the Master Data feeds which bring together all further information in the form of available Subtypes of the respective asset class in addition to the Subtypes of the Basic Package.

### Sub-types

Subtypes are subject-related data collections.

## 3 Scope of liability

(3.1) Boerse Stuttgart provides the Contracting Party with Master Data for financial instruments listed on the Baden-Württembergische Wertpapierbörse. Boerse Stuttgart provides the Contracting Party with Master Data for all securitized derivatives tradable at German exchanges.

(3.2) Master Data will be supplied for the following asset classes:

- a) Securitized derivatives
- b) Bonds
- c) Funds / ETPs ("Exchange-traded Products", incl.

ETF, ETN, ETC).

- d) Equities

(3.3) Master Data packages are offered for each asset class. There are three different packages:

(3.4) The kind and scope of Master Data to be supplied result from the individual detailed specification in the respective currently valid version. The document can be requested on the website of Boerse Stuttgart from the Department of Information Products under [<https://www.boerse-stuttgart.de/de-de/fuer-geschaeftspartner/zugang-zu-boersendaten/stammdaten/>].

## 4 Principles of Cooperation

(4.1) Boerse Stuttgart confirms that it executes the services to be provided as an experienced and reliable provider of these services with expertise and due care.

(4.2) Boerse Stuttgart will therefore make every reasonable effort to ensure that the Master Data is accurate, complete and up-to-date. Absent or incorrect data is to be corrected as far as such an absence or mistake is within the sphere of influence of Boerse Stuttgart.

(4.3) However, Boerse Stuttgart does not provide a warranty for the accuracy and completeness of the provided Master Data. Incorrect data caused by the external suppliers of Boerse Stuttgart (e. g. issuers) have to be delivered in corrected form to the Contracting Party immediately after the correction.

(4.4) The basic composition and structure of the Master Data can be changed unilaterally by Boerse Stuttgart if requested by the external suppliers. Such a request can be proved on request of the Contracting Party.

(4.5) A unilateral change requires the notification of the Contracting Party in writing or electronic form with no less than 90 days' notice.

(4.6) The Master Data must be consistent with all applicable laws, regulations and industrial standards. Boerse Stuttgart ensures that the Master Data is not encumbered by third party rights which might conflict with contractual use. If a third party enforces its claims against the Contracting Party because of a violation of property rights and if this violation can be traced back to a contract-compliant use of the Contracting Party, Boerse Stuttgart will compensate the Contracting Party for all appropriate costs as well as possible sums of indemnity which are imposed on the Contracting Party by a court or are part of a settlement.

## 5 Use of Rights

(5.1) §§ 5-11 of the General Terms and Conditions to the Market Data Dissemination Agreement for Vendors /

Revendors – General Provisions are not applicable.

(5.2) The following defined rights of use (No. 5.2.-5.9.) are valid only for the Basic Package. The rights of use for the Premium Package and the Platinum Package are based on the individual agreement with the Contracting Party.

(5.3) With regard to the price for the Basic Package, the prices from the Price List – Data Utilization apply. The price for the Premium Package and the Platinum Package is based on the individual agreement with the Contracting Party.

(5.4) The Contracting Party is granted a non-exclusive and non-transferable right of use which allows it to use the Master Data for publication with display-only use on its Own Website to an open number of users.

(5.5) The Contracting Party is however NOT allowed:

- to use the Master Data for Internal Usage as defined in § 2;
- to use the Master Data together with other Master Data for data-refinement or data-adjustment purposes;
- to create derivatives based on the Master Data (Original Created Works) and to make these available as a service to its customers;
- to forward the Master Data to revendors and subscribers for their internal and external use;
- to use or display for its customers in own applications (Terminal Products).

(5.6) The Master Data are a concentrated collection of issue-related information which may only serve as help for easier access to securities data. The provision of Master Data does not absolve the Contracting Party from its own examination of the Master Data and, if necessary, any given annotations. The suitability and usability of the Master Data for the aspired contractual purpose concerning the rights of use have to be verified by the Contracting Party itself.

(5.7) The Contracting Party is authorized to create working, saving and storage copies necessary for contractual use and is allowed to give these copies to third parties exclusively for the use of backup data centers for the Contracting Party. The Contracting Party is liable to Boerse Stuttgart for lost fees in the event of improper data use and data distribution by the operator of the backup data center.

(5.8) It is known to Boerse Stuttgart that the Contracting Party has its own databank for Master Data and that these data are published and marketed. The Contracting Party ensures that all said data intended for publication or marketing are from its own data sources or are collected and maintained by itself.

(5.9) Any extension regarding the type and scope of use

requires the authorization of Boerse Stuttgart as well as a corresponding extension through an additional agreement. This will lead to an adjustment of the remuneration due to Boerse Stuttgart.

## 6 Rights

(6.1) Boerse Stuttgart and its suppliers and issuers are the sole owners of any copyrights and other property rights concerning the Master Data.

(6.2) Boerse Stuttgart guarantees its Contracting Party that Boerse Stuttgart has the right to grant the agreed rights of use and possession of the Master Data and especially that Boerse Stuttgart has the unlimited authority to receive, to transmit and to supply the Master Data and to allow and authorize the Contracting Party to transmit, convert and supply the Master Data and that the use, conversion and commercialization of the Master Data do not violate any third party rights based on German law.

(6.3) Should Boerse Stuttgart not have the right or no longer have the right to supply the Contracting Party with data from individual suppliers (e. g. issuers) and to let it use these data, Boerse Stuttgart has the right to give extraordinary partial notice of 90 days to the end of the month of termination of delivery of the relevant data, if Boerse Stuttgart is not responsible for not having or no longer having the right to supply the Contracting Party.

(6.4) Furthermore, Boerse Stuttgart reserves the right not to offer specific Master Data of individual financial instruments in case of a corresponding requirement of the issuer (e. g. a Private Placement), even if the Contracting Party has in principle been informed about the Master Data by a third party.

(6.5) Upon termination of this contract, the Contracting Party may indefinitely hold the Master Data received during the duration of the contract. The Contracting Party is allowed to use said Master Data in order to link to and arrange it or to maintain its databases in order to use historical content of said databases as provided in § 5.

## 7 Liability

In the event of recourse claims of third parties based on a non-conforming use of Master Data, the Contracting Party discharges Boerse Stuttgart from liability to said third party. The same applies to recourse claims of third parties against Boerse Stuttgart based on publishing incorrect Master Data, if the Contracting Party is responsible for said publication.

## 8 Reporting

In accordance with the provisions of the Reporting-Audit Guideline, the use of Master Data has to be reported by the Contracting Party.

## 9 Provision of master data

The Master Data are transmitted via the Price Data Dissemination System and via the (S)FTP server of Boerse Stuttgart.