

# Contract for Dissemination of price data after 12:00 pm CET

Version 7.0  
Effective from 01/01/2018

between

**Boerse Stuttgart GmbH**  
Börsenstraße 4  
70174 Stuttgart

to be referred to as „Boerse Stuttgart“

and

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to be referred to as „Contracting Party“

together to be referred to as „Parties“ or individually as „Party“

## Document classification

Information classification: public

## Reference document

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 – 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 Subject Matter of the Agreement

The Parties hereby conclude the present Agreement for the marketing of price data after 12:00pm CET, which shall enter into force on  
.....(year/month/day).

## 2 Reservation Right of Modification

The Boerse reserves the right to unilaterally amend any of these parts (with due consideration of the Contracting Party's legitimate interests, in the Boerse's reasonable discretion) by giving 90 days' notice of any such amendment.

## 3 General provisions

(3.1) Place of performance shall be the Boerse's registered office

(3.2) This Agreement, together with any non-contractual rights or claims, shall be governed and construed by the laws of the Federal Republic of Germany. Exclusive legal venue shall be Stuttgart, Germany; however, the Boerse shall also be entitled to sue the Contracting Party at its general place of jurisdiction.

(3.3) Amendments to this Agreement and collateral agreements thereto must be made in writing.

(3.4) The invalidity or unenforceability of any provision of this Agreement or any lacuna herein shall not affect any other provisions hereof. The remainder of this Agreement shall be construed as if such invalid or unenforceable provision were omitted, or such lacuna remedied, in accordance with an appropriate provision which comes closest to the economic purpose of the invalid provision or, in the case of a lacuna, corresponds to the intention of the Contracting Parties had they considered this aspect.

(3.5) The provisions of this Agreement shall be binding upon and inure to the benefit of any legal successors of the Parties.

(3.6) This Agreement was 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.

## 4 Definitions

### Order form

Gesondertes Dokument, in dem der Vertragspartner die lizenzierten Informationen / Informationsprodukte auswählt. Dieses Dokument ist Bestandteil des Kursvermarktungsvertrags für Vendors / Revendors.

### Data Feed

Technical facility for the dissemination of price data. The control over onward dissemination lies with the recipient of such price data.

### Information Products

Set of information which has been collated into specific products, which are listed separately on the Order Form.

### Stuttgart price data

Price data comprises (traded) prices and price estimates, together with associated volumes, and indicators.

### Subscriber

The Contracting Party of a vendor, revendor or the Boerse who procures Information for internal use. A subscriber may have several locations.

## 5 Rights

Upon conclusion of this Agreement and subject to the compliance with the conditions outlined below, the Contracting Party shall receive the non-exclusive, non-transferable right to disseminate the Information Product selected by it on the Order Form ("Dissemination after 24:00 hours CET, product code: SB2BARDV24 or SB2CARDV24"), and the price data contained therein, for a term that is limited to the term of this Agreement

- a) exclusively to subscribers; and
- b) at the earliest on the day following the day on which the Information was generated (i.e., after 12:00pm Central European Time)

## 6 Source Reference

The Contracting Party shall use its best efforts to ensure that its own use of the price data and the use by its subscribers is conducted in a manner which ensures that the Boerse is named as the information source whenever price data is displayed (at least: "Source: Boerse Stuttgart GmbH"). A reference to an appropriate footnote shall suffice.

## 7 Compliance with contractual provisions

(7.1) Provided that the conditions of this Agreement are complied with, no Market Data Dissemination Agreement for Vendors/Revendors will need to be concluded with the Boerse in order to disseminate price data. Concerning this, no (Re)Vendor fees will be charged by Boerse Stuttgart to the contracting party.

(7.2) The Contracting Party shall inform the Boerse immediately of any changes to the content and scope of the services it provides in connection with the price data, that are of relevance to this Agreement. In particular, the Contracting Party shall inform the Boerse promptly in advance if it plans to disseminate the price data on the

same day it is generated. In this case, it is mandatory that the Contracting Party enters into a Market Data Dissemination Agreement for Vendors/Revendors with the Boerse prior to the commencement of same-day dissemination of price data.

(7.3) The Contracting Party shall authorise the Boerse to monitor compliance with the provisions hereof, in particular the prohibition to disseminate price data on the day of generation. For this purpose, the Boerse shall have the right to conduct a technical audit at the Contracting Party's premises. Within the framework of such a technical audit, the Contracting Party shall grant the Boerse or its representatives access to the technical facilities used for the dissemination of price data. Should an audit reveal any faults, the Contracting Party shall rectify these promptly.

(7.4) Where the Contracting Party negligently disseminates price data on the day of its generation; or fails to fulfil any other obligations under this Agreement, despite having been warned and given a deadline to remedy this, the Boerse shall have the right to demand from the Contracting Party a contractual penalty of up to EUR 25.000,00.

The amount of said contractual penalty shall be determined according to the type and extent of the breach of contract. Even in the case of businesspersons (Kaufleute), the amount of the contractual penalty shall be subject to review by the courts. The right to terminate this agreement without notice for good cause in accordance with Section 11 below shall remain unaffected by the assertion of a contractual penalty. The Boerse reserves the right to assert any further rights.

## 8 Renumeration

Any price data disseminated no earlier than on the day following its generation shall be free of charge. However, subject to a reasonable notice period, the Boerse shall retain the right to introduce a remuneration for the dissemination of price data on the day following its generation.

For the supply of the price data on the day after their creation a monthly fee will be charged corresponding to the price list data utilization.

## 9 Liability

The Boerse shall not be liable for the accuracy and completeness of the transmitted data. Boerse Stuttgart is fully liable in case of intention or negligence. Boerse Stuttgart is fully liable in case of intention or negligence, damage to life, body or health and also for acceptance of a guarantee for all attributable damage. In case of slight negligence Boerse Stuttgart is not liable. A further liability of Boerse for medial damages and consequential

damages is excluded.

This document was 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.

## 10 Termination

Both Parties shall have the right to terminate this Agreement by giving 30 days' notice. The right to terminate this Agreement at any time for good cause, and with immediate effect, remains unaffected. The Boerse's rights under Section 7 shall survive the termination of this Agreement.

## 11 Transfer of Licence

Without the Boerse's prior written consent, the Contracting Party must not assign any rights under this Agreement to third parties. The Boerse shall be entitled to assign all rights and obligations under this Agreement to an affiliated company.

## 12 Signatures of Parties

The contract will be executed in two copies. Both Parties will receive a copy.

**On behalf of the Contracting Party**

**On behalf of Boerse Stuttgart GmbH**

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Place, date:

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Place, date:

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Name, first name:

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Name, first name:

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Name, first name:

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Name, first name: