

# BURZA CENNÝCH PAPIEROV V BRATISLAVE BRATISLAVA STOCK EXCHANGE

# Terms of Provision and Use of Information by End-User on the Basis of a Binding Order

I

- 1. <u>Bratislava Stock Exchange</u> (hereinafter referred to as "BSSE"), supervised by the National Bank of Slovakia with seat at Imricha Karvaša 1, 813 25 Bratislava, Slovak Republic, provides information to subscribers/end-users of information (hereinafter referred to also as the "subscriber" or "end-user") on the basis of a binding order of an end-user of data (particularly in the case of a one-off provision of information) in compliance with these Terms of Provision and Use of Information by End-User on the Basis of a Binding Order (hereinafter referred to as the "Terms") and in compliance with the currently effective Fee Scale for Provision of Information to End-Users (hereinafter referred to as the "Fee Scale").
- 2. By submitting an order, a subscriber confirms that it has studied these Terms in detail and agrees with them. Before the final confirmation of the order, the subscriber is notified of these Terms in a sufficient manner and has the option to read them in detail.
- 3. The end-user is either a natural person or a legal entity that uses the information acquired from BSSE for own needs and does not provide it to third parties, in particular does not disseminate it further.
- 4. The payer of fees for provision of information to an end-user is the subscriber/end-user of information unless BSSE, the subscriber/end-user and the payer agree otherwise.

II

- 1. BSSE provides information in electronic form (.pdf, .doc, .docx, .xls depending on the electronic format in which the specific information is stored) or in paper form. The cost of issue of copies (in paper or digital form) and the cost of data medium is borne by the payer of fees in compliance with the Fee Scale.
- 2. BSSE delivers information in compliance with a binding order as follows:
  - a) Using the services of Slovenská pošta a.s. (the Slovak Post Office), 2<sup>nd</sup> class, to the delivery address specified in the binding order and following the delivery deadlines declared by the Slovak Post Office for the given service, or
  - b) to the e-mail address specified in the binding order (only applicable for electronic form), or
  - c) by personal collection of the subscriber at BSSE's registered seat, or
  - d) in a manner other than those specified under Subsections a) through c), based on an agreement between BSSE and the subscriber.
- 3. The cost of delivery pursuant to Section 2 Subsections a) through c) is borne by BSSE; the cost of delivery pursuant to Section 2 Subsection d) is borne by the payer.

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1. The order must primarily contain the name and surname or business name of the subscriber/enduser, the address for delivery of information, the subscriber's contact data and the billing information of the payer, a description of information being ordered, a desired form of ordered information and the manner of delivery pursuant to these Terms, and the subscriber's statement that it agrees with these Terms. The cost that the subscriber or the payer incurs in connection with the placement of order or transfer of payment for ordered information is borne by the subscriber or by the payer, respectively.

- 2. After receiving an order BSSE confirms the order to the subscriber by means of electronic mail, primarily as regards the object of the order (especially the availability of requested information), and adds additional data for the subscriber concerning the exact total price of the ordered and available information, as well as the number of the order that will serve as a variable symbol for the payment of the total price for provided information. The order, confirmed by BSSE and containing additional data according to the previous sentence, is deemed as binding between BSSE and the subscriber once confirmed by the subscriber via electronic mail (also known as the "final confirmation of the order").
- 3. After the final confirmation of the order according to the previous Section, the payer pays the total price in compliance with the binding order. As a variable symbol is stated the number of the order. The total price must be paid through bank transfer to the account opened with Všeobecná úverová banka, a.s., IBAN: SK69 0200 0000 0000 8350 9012.

## IV

- 1. If the provision of ordered information (in the ordered form or in the ordered manner of delivery) is subject to fees according to the Fee Scale, the ordered information shall be provided immediately after the fee is paid unless the subscriber and BSSE agree otherwise. If the provision of information is not subject to fees, the information shall be provided immediately after the subscriber's order becomes binding. The provision of information means submitting the information for transfer or, respectively, handing the information over to the subscriber in the event of personal collection. Up to this point of provision of information, the subscriber can cancel the order.
- 2. BSSE will deal with the order within 30 days from the subscriber's final confirmation of the order, at the latest.
- 3. Not later than at the time of provision of information pursuant to the preceding Section, BSSE sends to the subscriber a tax document (invoice).

#### V

- 1. If the information is delivered with errors especially if it is incomplete a complaint can be lodged at the address of BSSE's registered seat, or by electronic mail at the address specified for dealing with orders. BSSE will deal with the complaint without delay or within 30 working days in more complex cases by delivering complete information at own cost or by returning an aliquot part of the total price paid by the payer for ordered information. BSSE is not liable to the subscriber for errors in delivery of information that arise during the transfer/transport of information en route between BSSE and the subscriber, or errors due to unsatisfactory or nonfunctioning technical equipment of the subscriber. BSSE is not liable for the content of provided information if the source of such information is a party other than BSSE (e.g. an issuer whose securities are admitted to BSSE's market) and BSSE only disseminates the information.
- 2. The subscriber has no right to withdraw from the agreement without stating a reason within 7 days after receiving the goods or, respectively, within 7 days after the order becomes binding because the goods in question (i.e. provided information) has been prepared according to the subscriber's special requirements or, respectively, because the goods in question cannot be effectively returned due to its properties and nature.

#### VI

1. BSSE declares that any personal information is deemed confidential, will be used only to realise the fulfilment of the order with the subscriber or the payer, respectively, and will not be otherwise disclosed or provided to a third party and the like, except in a situation related to distribution or the payment system concerning the ordered information (stating the name and address of delivery). Personal data provided for the purpose of fulfilment of the order is processed in

conformity with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), and Act No. 18/2018 (Coll.) on the Protection of Personal Data and on the Amendment of Certain Laws, as well as with all generally binding legal regulations that implement them. The subscriber or the payer, respectively, grants BSSE consent to process such personal data for the purpose of fulfilment of the object of the order for a period until the subscriber's/payer's disagreement with such processing is expressed in writing. The subscriber has the right to access its personal data and the right to correct it, including other legal rights applying to such data.

### VII

- 1. The subscriber can use, store, process and reproduce the information solely for own needs. In any use of the provided information according to the agreement, the subscriber must mention BSSE as the source of information. When using the information, the subscriber must not distort, alter or present the information in such a manner that might cause a mistake.
- 2. The subscriber is liable for applying all available measures in order to prevent misuse/non-handling of information at variance with the provisions of these Terms and the generally binding legal regulations.
- 3. The subscriber is liable for any material or immaterial damage caused to BSSE by use of information at variance with the provisions of these Terms and the generally binding legal regulations, in particular if the subscriber provides the information to third parties without authorisation, disseminates it, or uses it without mentioning BSSE as the source of information.
- 4. BSSE guarantees the subscriber's right to store, process and reproduce the information for own needs. This right is not exclusive, and neither is it transferrable.
- 5. If BSSE finds out that the subscriber has used information at variance with these Terms or the generally binding legal regulations and continues his actions that are at variance with these Terms or the generally binding legal regulations despite BSSE's written call requesting that the subscriber refrain from such actions, the subscriber must pay to the Stock Exchange a contractual fine of EUR 300. This does not in any way affect BSSE's claim for damages.

#### VIII

1. These Terms of Provision and Use of Information by End-User on the Basis of a Binding Order were approved by General Director on 10 May 2012 and came into effect on 1 June 2012. Amendments and supplements to these Terms were approved by General Director on 8 June 2021 and came into effect on 9 June 2021.

Ing. Lukáš Bonko General Director and Procurator