



BURZA CENNÝCH PAPIEROV V BRATISLAVE
BRATISLAVA STOCK EXCHANGE

MARKET DATA AGREEMENT

(hereinafter referred to as “The Agreement”)

Signed between:

BRATISLAVA STOCK EXCHANGE (BSSE)

Vysoká 17

811 06 Bratislava, SLOVAK REPUBLIC

Bratislava Stock Exchange, j. s. c. is registered in the Business Register of the City Court Bratislava III, Section Sa, Insert No. 117/B, IČO: 00 604 054

(hereinafter referred to as „The Stock Exchange“ or „BSSE“)

and

(hereinafter referred to as „Contractual Partner“ or Vendor, Sub-vendor, Professional End User, Non-professional End User)

I

Definitions and Interpretation

The terms given below are defined as follows in this Agreement:

Agreement:	This Market Data Agreement including Annexes.
Customer:	Customer is the natural and/or legal person who signs the market data licence agreement with BSSE and is invoiced for the market data fees. Customer is Contractual Partner of BSSE.
Professional Customer:	Professional Customer is customer who uses market data to carry out a regulated financial services or regulated financial activity or to provide a service for third parties, or who is considered to be a large undertaking, i.e. meeting of two of the following size requirements on a company basis: (a) balance sheet total of EUR 20 000 000 (b) net turnover of 40 000 000 (c) own funds of EUR 2 000 000. According this definition – Vendors, Sub-vendors and Professional End Users are considered as Professional Customers.
Non-professional Customer:	Non-Professional Customer is a customer who does not meet the definition of the Professional Customer. According this definition – Non-professional End User is considered as Non-Professional Customer.
Vendor:	Contractual Partner of BSSE authorized to supply Market Data to Sub-vendors and End Users as specified in this Agreement.
Sub-vendor:	Vendor who receives Market Data from a Vendor for the purpose of its redistribution. A Subvendor shall be required to enter into a separate agreement with BSSE in case he wish to redistribute the Real-Time Data of BSSE. In case he wish to redistribute the Delayed or End-of-Day Market Data he need the prior written consent of BSSE.
Vendor Group:	Subsidiaries and/or holding companies of the Vendor 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.

Professional End User:	Contractual Partner of a Vendor or BSSE, who subscribes the Market Data for Internal Use to carry out regulated financial services or regulated financial activity or advisory activities for third parties and or who is considered to be a large undertaking, i.e. meeting of two of the following size requirements on a company basis: (a) balance sheet total of EUR 20 000 000 (b) net turnover of 40 000 000 (c) own funds of EUR 2 000 000. The Professional End User is not authorized to forward the Market Data to a third party or to disseminate or publish the Market Data.
Non-professional End User:	Contractual Partner of a Vendor or BSSE, who use use the Market Data only for its personal use in connection with the management of its personal assets and is not permitted to use the Market Data for any commercial purpose or for the benefit of a third party. The Non-professional End User is not authorized to forward the Market Data to a third party or to disseminate or publish the Market Data.
Service Facilitator:	External service provider employed by the Contractual Partner for the fulfillment of its contractual rights and obligations under this agreement.
Market Data	Market Data generated and provided by BSSE according to Annex 1: a) Real-Time Data, b) End-of-Day Data, c) Other Data.
Real-time Data	Market Data made available with a time lag of less than 15 minutes of its creation.
Delayed Data	Market data made available by the Contractual Party 15 minutes after publication.
End-of-Day Data	Market Data generated by BSSE once per day after the end of trading.
Other Data	Data offered by BSSE according to Annex 1
Intellectual Property Rights:	Patents, trademarks, service marks, trade and service names, copyrights, topography rights, the database rights and design rights irrespective of whether they are registered or not, including any registration applications, trade secrets or secrecy rights as well as all rights or forms of protection of a similar

nature or having a similar or equivalent effect as may exist anywhere in the world.

Derived Data

Data derived from Market Data using a mathematical, logical, or other type of transformation, e.g. arithmetic formula, composition, aggregation, whether or not in combination with data already in the Contractual Partner's possession.

Daily weights and values of SAX Index are not permitted to be used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds according to REGULATION (EU) 2016/1011 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 8 June 2016.

Derived Data is not included in the definition of Market Data, but the parties must treat and protect Derived Data as Market Data.

Display Usage of Data

Usage of Market Data through the support of a monitor or a screen and that is human readable.

Non-Display Usage of Data

Usage of Market Data which does not meet the definition of Display Usage.

Unit of Count

Unit of Count is the unit used to measure the level of use of market data to be invoiced to the customer and that is applied for fee purposes. The Unit of count is number of active users according to User ID/number of devices.

II

Scope of the Agreement

BSSE agrees to supply the Market Data throughout the terms 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.

III

Intellectual Property Rights

1. The Contractual Partner acknowledges the Intellectual Property Rights of BSSE and agrees that the receipt, use and distribution of the Market Data does not infringe the intellectual property rights of BSSE.
2. No Intellectual Property Rights shall be transferred from BSSE to the Contractual Partner as a result of this Agreement.

3. BSSE hereby guarantees that it is entitled to make the Market Data available to the Subscriber for the purposes set out under this Agreement, and that the Market Data and its use in accordance with the terms of this Agreement does not infringe on the Intellectual Property Rights of third parties.
4. BSSE hereby guarantees that by passing on the Market Data to the Contractual Partner, no valid laws or statutory provisions have been violated.

IV

Personal Data Protection

1. If, within the frame of the Agreement the Contractual Partner is required to provide BSSE with personal data (for example, name, surname, email address) of its/ Group's members of staff or any personal information about the End Users/Sub-vendors or any other third party, this data will be processed by BSSE's staff only for the purposes of this Agreement.
2. The Contractual Partner agrees to process personal data on the terms set out in this Agreement in compliance with the applicable legislation in the necessary extent. When processing personal data, the contracting parties will comply with the requirements of the applicable data protection laws and regulations primarily Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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 - GDPR).
3. The Contractual Partner does not disclose personal data to other entities unless disclosure of data was agreed in the Agreement. Information about the processing of personal data is available at: www.bsse.sk.

V

Rights and Obligations of the Vendor and Its Group

1. The Vendor has the right to distribute the Market Data to the members of its Group.
2. The Vendor is under the obligation to monitor and record all internal and external distribution of the Market Data.
3. Upon the signing of the Agreement, the Vendor shall send to BSSE a list of the members of the Group (groups, subsidiaries, joint ventures etc.) that states the company name, registered seat, and identification number if available and list of contact persons regarding to Annex 2. The Vendor shall update this list without delay in the event of changes. BSSE has the right at its sole discretion based on well-founded grounds to deny a subsidiary access to Market Data.
4. The Vendor shall inform the members of the Group of the conclusion of this Agreement and of the rights and obligations resulting therefrom.
5. In accordance with the terms of this Agreement, the Vendor and its Group may:
 - a) use the Market Data for their own use;
 - b) store, process, reproduce and display the Market Data;
 - c) use and distribute the Market Data as display and non-display data;

- d) make available on the website and distribute the Market Data to their Sub-vendors and End Users;
 - e) create and distribute derived data from the Market Data;
 - f) make available and distribute the Delayed Market Data.
6. The Vendor shall inform its Sub-vendors and End-Users about their rights and obligations pursuant to Paragraphs VI and VII of this Agreement.
 7. If the Vendor provides the Market Data to Sub-vendors, the Vendor has the obligation to report electronically to: oma@bsse.sk:
 - the company name of the Sub-vendor, registered seat and identification number if available,
 - contact person of the Sub-vendor
 - way of using the Market Data by the Sub-vendor and obtain a prior written consent of the BSSE for such usage.
 8. Any use or forwarding of the Market Data that does not conform with the terms of this Agreement as well as any deviation from the dissemination methods and rights granted under this Agreement for the Market Data shall require a separate written agreement between BSSE and the Vendor.
 8. The Vendor shall name BSSE as the source of the Market Data in a form agreed upon by the parties.
 9. The Vendor shall not have the right to misrepresent the Market Data.

VI

Rights and Obligations of Sub-vendor

1. In accordance with the terms of this Agreement, the Sub-vendor may:
 - a) use the Market Data for its own use;
 - b) re-distribute and display only the Delayed Market Data, the End-of-day Data and weights and values of SAX Index on the basis of a prior written consent of the BSSE;
 - c) create and distribute derived data from the Market Data, on the basis of a prior written consent of the BSSE;
 - d) use the Market Data as non-display data;
 - e) re-distribute the Market Data as non-display data (with exception of re-distribution of non-display Real-time data), on the basis of a prior written consent of the BSSE.
2. If the Sub-vendor, receiving data from a Vendor, uses the data pursuant to Paragraph VI Clause 1, the Sub-vendor is not obligated to enter into the Agreement with BSSE and no fees will be charged to the Sub-vendor by BSSE.
3. If Sub-vendor uses the data pursuant to Paragraph VI Clause 1 b) and 1 c), e) he needs prior written consent of the BSSE (Article V Clause 7).
4. If the Sub-vendor wishes to re-distribute the Real-time Data (as display and non-display), he has to enter into a contract with BSSE and such usage is connected with the same fees as for the Vendors.

5. If the Sub-vendor wishes to re-distribute only non-display Real-time Data, he has to enter into a contract with BSSE and such usage is connected with fees for re-distribution of non-display Real-time Data.
6. The Sub-vendor shall not have the right to misrepresent the Market Data.

VII

Rights and Obligations of Professional and Non-professional End User

1. In accordance with the terms of this Agreement, **the Professional End User** may:
 - a) use the Market Data only for its own use;
 - b) store the Market Data only for private purposes;
 - c) use the Market Data only for internal use to carry out regulated financial services or regulated financial activity or advisory activities for third parties.
2. In accordance with the terms of this Agreement, **the Non-professional End User** may:
 - a) use the Market Data only for its own use;
 - b) store the Market Data only for private purposes that are related only to the management of the personal assets of the non-professional use and not for any business purpose or benefit of a third party.
3. The Professional and Non-Professional End User is not authorized to forward the Market Data to a third party or to disseminate or publish the Market Data.
4. If the Professional and Non-professional End User uses the Market Data pursuant to Paragraph VII Clause 1 or 2 and receives data from the Vendor or Sub-vendor, he is not obligated to enter into the Agreement with BSSE and no fees will be charged to the End User by BSSE for such usage.
5. The End User shall not have the right to misrepresent the Market Data.

VIII

The Service Facilitator

1. The Contractual Partner is authorized to 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.
2. Upon the signing of the Agreement, the Vendor shall send to BSSE a list of the Service Facilitators that states the company name, registered seat, and identification number if available and what the Service Facilitator does for the Contractual Partner. The Vendor /sub-vendor shall update this list without delay in the event of changes.
3. It is at the discretion of BSSE to decide whether third parties who provide support to the Contractual Partner for the fulfilment of this Agreement are to be considered Service Facilitators and are therefore not subject to the obligation to enter into a separate Agreement with BSSE. The BSSE rejects the Service Facilitator, 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.
4. The Contractual Partner shall be liable vis-à-vis BSSE for compliance by the Service Facilitator with the rights and obligations under the Agreement. 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. The Service Facilitator does not have the right to change the Market Data.

IX

Misuse of Market Data

1. The Contractual Partner shall make every reasonable effort to prevent any misuse or unauthorized redistribution of the Market Data.
2. As the misuse of the Market Data shall be deemed especially any use or forwarding of the Market Data to any natural person and/or legal entity that is not a member of the Group, an authorized Sub-vendor or End User.
3. The Contractual Partner is obligated to cease the distribution of the Market Data after receipt of notification from BSSE in cases where BSSE has a reasonable cause to suspect unauthorized distribution or use of the Market Data.
4. The Contractual Partner will provide to BSSE the required information (if available) on those users and other third parties with 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 data, in order for BSSE to be able to assess the damages.
5. The Contractual Partner will immediately inform BSSE in the event that an unauthorized person is using the Market Data and will pay the fees to BSSE that would have been charged to the unauthorized third party in the case of regular subscription of the Market Data. The fees shall be invoiced retroactively as of the day on which the unauthorized third party started receiving the Market Data for the first time.

X

Payment Obligations

1. The amount and structure of the annual and monthly fees depends on the kind of Market Data subscribed to by the Contractual Partner and is defined in Annex 1 for the respective type of Market Data.
2. The fee shall be either:
 - a) a lump fee, or
 - b) a fixed fee and monthly variable fee for the number of active users according User ID/number of devices (display usage).
3. The lump fee and fixed fee shall be paid in advance within 30 days from receipt of the invoice and it can be paid on a semi-annual or annual basis.
4. If the Vendor pays the monthly variable fee for a number of active users according to User ID/number of devices (display usage), the Vendor shall send to BSSE a list of all the Sub-vendors, Subscribers or End Users within 15 days after the end of the month (the numbers of active users according to User ID/number of devices.). The monthly report shall be submitted to BSSE electronically to: oma@bsse.sk. In the case that the End user/Sub-vendor is a legal entity, the list should contain the company name, registered office, and identification number if applicable. In the case that the customer is a natural person, the list should contain the first name and surname.

6. The fee for the number of active users according to User ID/number of devices in use shall be charged monthly or quarterly in arrears, depending on the number of active users according to User ID/number of devices in the corresponding month or quarter. The fee shall be paid on the basis of an invoice made out by BSSE, always within 30 days from receipt of the invoice.
7. In the case that the Contractual Partner is delayed with the payment, BSSE is entitled to charge, for every day of delay, a fee for delay representing 0.05% of the owed amount.
8. BSSE shall have the right to modify the fees for the provision of the Market Data unilaterally at its sole discretion. However, such unilateral modification shall take place not more than once per calendar year and data segment. The Contractual Partner will be notified in writing electronically about such modification at least three calendar months in advance. In the event that the Contractual Partner does not agree to the change in fees by BSSE, the Contractual Partner shall have the right to terminate this Agreement upon 30 days' notice as of the date of service of the notification by BSSE.
9. The fees shall be paid in the euro currency to the bank account specified by BSSE.
10. BSSE shall not reimburse the Contractual Partner for any fees already invoiced or received, nor shall any fees already netted for already reported devices be refunded.

XI

Liability

1. BSSE shall not assume any liability for the correctness, completeness, or timely transmission of the Market Data. However, BSSE undertakes to make available to the Contractual Partner, as far as possible, corrections and completions in the event the Market Data sent is faulty.
2. The risk for the non-delivery or incorrect delivery of the Market Data transfers to the Contractual Partner as soon as the Market Data leaves the network of BSSE.
3. Neither party shall be liable for any delay or failure to meet its obligations (other than a payment obligation) under the Agreement due to any cause outside its reasonable control and which is neither an intentional act nor an act of gross negligence by either party, for example flood, extraordinary weather conditions, earthquake or other Act of God, fire, war, insurrection, riot, labor dispute or act of Government.
4. The Contractual Partner is liable for any material or non-material damaged caused to BSSE by violation of this Agreement and legal regulations valid in Slovakia.
5. BSSE shall not be liable for losses or damages that may occur due to errors or delays in the 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 particular, in the event of operating disruptions 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.
6. The Contractual Partner is obligated to pay a contractual penalty of 1 000 EUR to BSSE for violation of the contractual terms and conditions, for delays, for provision of data to other unauthorized persons, for distribution of data in violation of the contract and is obligated to compensate for the damages and loss of profit.

XII

Confidentiality

1. Each party acknowledges that confidential information, including material of a confidential nature relating to the Agreement, the business of the other or of third parties may be disclosed to it under the Agreement. Each party undertakes to hold such information in confidence and not, without the prior written consent of the other, disclose it to any third party nor use it for any purpose other than the performance of the Agreement.
2. This obligation does not apply to information, specifications or material which:
 - a) are, at the time of disclosure, already through no fault of either party in the public domain,
 - b) have not been identified as confidential and which no reasonable person would assume are confidential,
 - c) after disclosure become generally available to third parties through no fault of the party that disclosed them,
 - d) are, or become, rightfully known to either party without restriction from another source,
 - e) are required to be disclosed by order of legal or regulatory authorities.

XIII

Entry into Force and Duration of the Agreement

1. This Agreement shall enter into force on the day when it is signed by both contractual parties and shall become effective from the first day of the following month after the Agreement enters into force.
2. This Agreement shall be concluded for an indefinite period of time.

XIV

Termination of the Agreement

1. Validity of the Agreement can only be terminated:
 - a) by an agreement of the parties to the Agreement;
 - b) by a notice of termination;
 - c) by a withdrawal from the Agreement.
2. Validity of the Agreement can be terminated anytime if the parties to the Agreement agree to that in a written form.
3. Validity of the Agreement can be terminated anytime by either Party by delivery of a written notice of termination to the other party to the Agreement, without stating the reason for termination. Validity of the Agreement shall terminate after a 3-month-long term of notice, which begins on the first day of the month following the month in which the notice of termination is delivered.

4. Validity of the Agreement can be terminated immediately by delivery of a written notice of withdrawal from the Agreement by registered mail to the other party to the Agreement in the case that:
 - a) the other party to the Agreement shall have become subject to receivership, bankruptcy, or restructuring; or if a proposal for bankruptcy or restructuring shall have been rejected due to the lack of property;
 - b) BSSE finds out that the Contractual Partner has provided the Market Data in violation of this Agreement, especially if:
 - the Contractual Partner has illegitimately provided the Market Data to third parties, or;
 - the Contractual Partner wrongly stated the number of active users according to User ID/number of devices;
 - the Contractual Partner fails to fulfill its obligations especially if the does not pay the fee for the Market Data in time and does not make remedy within 15 days from receipt of a written notice from BSSE.
5. The Contractual Partner shall be entitled to terminate validity of the Agreement if:
 - the Contractual Partner does not wish to receive the Market Data in the changed structure; is unable to implement the announced changes of technical conditions (Article XV, Clause 3);
 - the Contractual Partner does not agree with a promptly announced change of the rates of fees (Article X Clause 8).
6. BSSE shall be entitled to immediately terminate this Agreement if it is prevented for any reason whatsoever from making the Market Data available (e.g. impossible to fulfil the contract by BSSE).
7. If this Agreement is terminated in accordance with the terms of the Agreement, neither of the parties shall be entitled to compensation for damages resulting therefrom or to the reimbursement of costs, fees or expenses.
8. Any termination of the Agreement's validity shall not result in the extinction of the rights and obligations arising out of this Agreement as at the date of termination.

XV

Technical Requirements for Supply of the Market Data

1. BSSE shall grant the Contractual Partner access to the Market Data specified in Annex 3 in a computer-readable format.
2. BSSE shall have the right to make modifications to the technical specifications regarding the transmission and the content of the Market Data.
3. BSSE shall notify the Contractual Partner in advance in writing, i.e., at least three months prior to the execution of any such technical changes unless a malfunction, an emergency or a regulatory requirement renders it impossible to observe the period of notice. In the event that the Contractual Partner does not agree to the change, the Contractual Partner shall have the right to terminate this Agreement upon 30 days' notice as of the date of service of the notification by BSSE.

4. 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 or disruptions and interruptions occurring after the Market Data is delivered to the Contractual Partner.
5. The installation costs for data lines or alternative transmission facilities (e.g. networks) for the necessary hardware and the costs of other transmission facilities shall be borne by the Contractual Partner. The same applies to any maintenance cost. The Contractual Partner shall furnish the equipment required to receive the Market Data at its own expense.

XVI

Rights and Obligations of BSSE

1. BSSE is the sole and unconditional owner of the Market Data and has a free disposal of the Market Data without violating the rights of any third party, in particular to provide the Market Data to the Contractual Partner.
2. BSSE shall undertake every effort to make the Market Data available to the Contractual Partner in the best possible quality, and to regularly and immediately update said data or make changes thereto so as to always represent the current trading situation on BSSE.
3. BSSE will expend reasonable efforts, taking into account the current state of information technology, to ensure the correctness, completeness and timely dissemination of the Market Data.
4. Within its sphere of activity, BSSE will immediately investigate justified complaints and ensure that they are taken into account immediately. Any further responsibility of BSSE for the correctness, completeness and timely dissemination of the Market Data shall not be considered part of BSSE's contractual obligations.
5. Although BSSE does not assume any responsibility for the completeness or correctness of the Market Data, BSSE shall make the appropriate efforts to ensure that the Market Data are precise and complete, and BSSE shall inform the Contractual Partner of any errors or omissions in the data that it gains knowledge of, if this is feasible in an acceptable form.
6. BSSE shall endeavor to make every effort necessary to take any measures to correct such errors or omissions after having learned of them, if this is feasible in an acceptable form.
7. In the event of an interruption of the transmission of the Market Data (for any reason whatsoever), BSSE undertakes to re-establish the transmission insofar as this is technically feasible with reasonable means.

XVII

BSSE Audit Rights

1. The Contractual Partner agrees to submit occasional audit of the reporting and particular documentation relating provision of information by the BSSE. The purpose is to verify the compliance of the Contractual Partner's reporting and billing practice in order to

identify possible sources of errors and eliminate possible errors and to guarantee correct and efficient reporting as described in the Agreement, as well as to examine compliance with the terms and rules of the Agreement and to verify the compliance of the reporting practice with the terms of the Agreement.

2. The Contractual Partner agrees to the execution of the occasional audit by employees of BSSE and/or by a third party charged with and also agrees to inform its Sub-vendors, End Users and Service Facilitators of the audits and to instruct them to provide the support necessary to conduct an audit. The Contractual Partner will ensure that its Sub-vendors, Subscribers, End Users and Service Facilitators comply with their obligation to collaborate within the scope of an audit.
3. Usually, the Contractual Partner cannot be audited more than once a year, unless BSSE has a well-founded reason to conduct further audits.
4. To enable effective planning and preparation of the audit, BSSE will announce its plan to make audit 1 month in advance. An audit can be executed within 90 days of its announcement to the Contractual Partner.
5. The costs of an audit are borne by each party of this Agreement for itself.
6. BSSE reserves the right to verify the validity and correctness of the information provided by the Contractual partner in its reports. For these purposes BSSE may require the access to:
 - a) all agreements between Contractual Partner and its Sub-vendors, Subscribers, End Users relating to the provision of the information;
 - b) Contractual Partner's records of invoices, payment and other receivables and all documents of an accounting, technical or other nature on the basis of which proper performance of this Agreement may be ascertained;
 - c) any other relevant documents and information with significant impact to the audit.
7. All above mentioned documentation, records and files should be kept for at least 3 years. In case of the above-mentioned records are corrupted or lost, BSSE must be informed for the extent of the damage.
8. All documentation and records reviewed during the Audit as all further work materials required for the Audit are treated with strict confidentiality by BSSE and by any third party it has commissioned.
9. If any audit reveals that there has been any underpayment of fees in respect of the period covered by the audit, then the Contractual Partner shall pay such underpayment of fees with the legal interest of default in effect representing 0.05% of the owed amount.

XVIII

Final provisions

1. If any part, term or provision of the Agreement is held illegal, invalid or unenforceable, the validity or enforceability of the remainder of the Agreement shall not be affected. The parties shall replace the invalid part, term or provision with a valid one that best reflects the original intention of the parties.
2. The failure of either party at any time to enforce any provision of the Agreement shall not affect its right thereafter to require complete performance by the other party.

- 3 BSSE is entitled to rely on the validity of any representation, notice or communication from the Contractual Partner and from the authorized contacts listed by the Contractual Partner in Annex 2. The Contractual Partner agrees to inform BSSE promptly of any change in the details of authorized contacts and to comply with any reasonable procedures or disciplines introduced by BSSE for the purpose of validating communications from authorized contacts.
4. All notices and notifications required under the Agreement shall be in writing or via such electronic means as are agreed between the parties to constitute written notices.
5. In the Agreement (except where the context otherwise requires):
 - a) Words or phrases importing the singular include the plural and vice versa,
 - b) The headings in the Agreement are inserted for clarity and division only and do not form a part of the Agreement and do not in any way modify, interpret or construe the intentions of the parties.
6. This Agreement was signed after reading and interpretation, in accordance with the intention of the parties.
7. 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.
9. Except for the Annexes, which may be amended by BSSE with 3 months' prior notice and no change or amendment to the Market Data Agreement will be valid unless mutually agreed in writing and signed by both parties.
11. This Agreement shall be governed by and construed in accordance with the Slovak law.

Date:

Date:

BSSE:

Contractual Partner:

Ing. Lukáš Bonko
General Director and Procurator

Annex 1 – Price List

Annex 2 - Authorized contacts of contractual parties

Annex 3 - Format of the data transmission

Price List for Provision of the Market Data

(Effective from 1 July 2024)

For Vendors and Sub-vendors

Market Data	Annual Licence Fee	Selection Box
Real-time Data (Including 3 Best Bids and Asks) - fixed fee (Vendor or Sub-vendor also pays a Monthly Variable Fee)	10,000 EUR	<input type="checkbox"/>
Real-time Data (Including 3 Best Bids and Asks) - lump fee (Vendor or Sub-vendor does not pay a Monthly Variable Fee)	20,000 EUR	<input type="checkbox"/>
Real-time Data (including 3 Best Bids and Asks) – lump fee (Available for Sub-vendors in case of re-distribution real-time data as non-display)	3,000 EUR	<input type="checkbox"/>
End-of-day Data – lump fee (Including daily summaries of securities and daily end-of-day values of SAX Index)	6,000 EUR	<input type="checkbox"/>
Service on issuers – lump fee	6,000 EUR	<input type="checkbox"/>
Daily announcements on issuers – lump fee	2,000 EUR	<input type="checkbox"/>
Daily End-of-day values and weights of the SAX index – lump fee	400 EUR	<input type="checkbox"/>
Daily End-of-day values of the SAX Index by e-mail (Available only for Vendors or Sub-vendors in case of subscription of Real-time Data)	0 EUR	<input type="checkbox"/>
Monthly Statistics by e-mail (Available only for Vendors or Sub-vendors in case of subscription of Real-time Data or End-of-day Data)	0 EUR	<input type="checkbox"/>

	Monthly Variable Fee	Selection Box
Real-time Data (3 Best Bids and Asks) – for number of active users according to User ID/number of devices for display data *	8 EUR	<input type="checkbox"/>

* total number of users Identification Codes when one device is used by several users in different time during the month OR total number of devices when one access device is used by one single user during the month

For Professional End User

Market Data	Annual Licence Lump Fee	Selection Box
Real-time Data (Including 3 Best Bids and Asks)	3,000 EUR	<input type="checkbox"/>
End-of-day Data (Including daily summaries of securities and daily end-of-day values of SAX Index)	2,000 EUR	<input type="checkbox"/>
Service on issuers	3,000 EUR	<input type="checkbox"/>
Daily announcements on issuers	600 EUR	<input type="checkbox"/>
Daily End-of-day values and weights of the SAX index	200 EUR	<input type="checkbox"/>

Daily End-of-day values of the SAX Index by e-mail <i>(Available for Professional End Users in case of subscription of Real-time Data)</i>	0 EUR	<input type="checkbox"/>
Monthly Statistics by e-mail <i>(Available only for Professional End Users in case of subscription of Real-time Data or End-of-day Data)</i>	0 EUR	<input type="checkbox"/>

For Non-professional End User

Market Data	Annual Licence Lump Fee	Selection Box
Real-time Data <i>(Including 3 Best Bids and Asks)</i>	1,500 EUR	<input type="checkbox"/>
End-of-day Data <i>(Including daily summaries of securities and daily end-of-day values of SAX Index)</i>	1,000 EUR	<input type="checkbox"/>
Service on issuers	1,500 EUR	<input type="checkbox"/>
Daily announcements on issuers	300 EUR	<input type="checkbox"/>
Daily End-of-day values and weights of the SAX index	100 EUR	<input type="checkbox"/>
Daily End-of-day values of the SAX Index by e-mail <i>(Available for Non-professional End Users in case of subscription of Real-time Data)</i>	0 EUR	<input type="checkbox"/>
Monthly Statistics by e-mail <i>(Available only for Non-professional End Users in case of subscription of Real-time Data or End-of-day Data)</i>	0 EUR	<input type="checkbox"/>

Total price:

Note: The value-added tax will be applied to the fees above in accordance with the Act on Value Added Tax (VAT) currently in force.

Authorized contacts of contractual parties

Bratislava Stock Exchange (BSSE)

General Market Data Information, Contractual Issues, Invoicing, Reporting Matters	Technical matters	Technical matters (VPN tunnel connection)
Martina Hofmannová Secretariat and External Communication Tel.: +421 2 49 236 198 E-mail: hofmannova@bsse.sk oma@bsse.sk	Tibor Hartl Division of Project and System Support Tel.: +421 2 49 236 172 E-mail: hartl@bsse.sk dpsp@bsse.sk	Tomáš Aštary SLOVANET Senior Network Specialist Tel.: +421 2 20828 292, +421 905 872 477 E-mail: tomas.astary@slovanet.net

Contractual Partner (add all important contacts, if needed change the structure of the proposed table)

Contractual Issues	Invoicing	Reporting

Format of the data transmission

Real-time Data - Format of the Data transmission - separate file in .pdf

End-of-day Data - Daily summaries of securities - separate file in .pdf

Other Data - sample of files will be provided upon request during the process of entering into the Agreement