

## SPECIAL TERMS AND CONDITIONS FOR LISTED COMPANIES (“Terms and Conditions”)

(Version ~~32~~.0)

**BETWEEN** Euronext N.V.  
Beursplein 5, (1012 JW) Amsterdam  
The Netherlands - hereinafter referred to as (“**Euronext**”)

**AND** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ - hereinafter referred to as (“**the Listed Company**”)

Whereas:

- a) The Listed Company wishes to Publicly Display the best bid, the best offer and last price of the share(s) that the Listed Company has listed on one or more of Euronext’s and/or its affiliate’s markets (the “**Information**”) on its Website;
- b) Euronext agrees to provide the Listed Company the non-exclusive right to receive and Publicly Display on its own company Website the Information, subject to and in accordance with these Terms and Conditions. “**Public Display**” or “**Publicly Display**” means providing one or more natural persons access to the Information, on a public and unrestricted access internet uniform resource locators (URLs) with a single commercial brand or identity (“**Website**”), without the requirement of registration of user IDs to access and view such Information.

The “**Effective Date**” of these Terms and Conditions is \_\_\_\_\_

The name of our “**Information Supplier**” is \_\_\_\_\_

*If you obtain the Relevant Information via a direct (SFTI) feed from Euronext, please name Euronext as your Information Supplier.*

## 1. RIGHT OF PUBLIC DISPLAY OF THE INFORMATION

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- 1.1 The Listed Company is entitled to Publicly Display the Information on its own company Website, without having to obtain a licence and/or enter into the Euronext Market Data Agreement (“EMDA”), provided that:
- a) such Website is owned and operated by the Listed Company;
  - b) it is not intended as basis for trading decisions and the Information is not redistributed through restricted access websites in which trading or order routing decisions can be implemented and/or through websites that allow order entry capabilities; and
  - c) viewers of the Information (i) are not charged any fees for accessing the Information, (ii) are not allowed and enabled to redistribute the Information, by any media whatsoever, and (iii) are not asked to register and sign-in via a password/log in.
- 1.2 The Listed Company will not knowingly misrepresent in any way the Information. In particular Delayed Information must be represented as such. The Listed Company will disseminate the Information with a displayed time stamp, which will, where applicable, be a Euronext time stamp.
- 1.3 Where the Listed Company engages in the Public Display of Information on a Website, it will (i) where reasonably practicable, attribute Euronext as the source of the Information in a form which is satisfactory to Euronext and (ii) include a prominent disclaimer on the Website on which it Publicly Displays Information, which should either be:
- a) “© <Insert applicable year> Euronext N.V. All Rights Reserved. The information, data, analysis and Information contained herein (i) include the proprietary information of Euronext and its content providers, (ii) may not be copied or further disseminated, by any media whatsoever, except as specifically authorized by Euronext, (iii) do not constitute investment advice, (iv) are provided solely for informational purposes and (v) are not warranted to be complete, accurate or timely.”; or
  - b) a disclaimer that includes the relevant elements of the disclaimer above in a manner that is deemed acceptable by Euronext.
- 1.4 If the Listed Company directly and/or indirectly receives and Publicly Displays market data and information marketed by Euronext other than the Information and/or it accesses, uses and/or redistributes the Information beyond the provisions of these Terms and Conditions, the Listed Company acknowledges and agrees that the EMDA governs such access to and use and redistribution of such market data/Information and that Euronext may charge the Listed Company the applicable fees. The EMDA can be viewed, downloaded and printed in full via the internet at <https://www.euronext.com/en/market-data> or can be send to you by email upon request.
- 1.5 The Listed Company will install suitable, up to date control and security systems in order to prevent any unlawful use of the Information or use in violation of the provisions of these Terms and Conditions

## 2. DISSEMINATION OF THE INFORMATION

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The Information is deemed to have been delivered to the Listed Company upon transmission by Euronext, as applicable. Euronext does not warrant that the Information is correctly, completely and timely received by them and/or that the dissemination of Information will be free of interruption or corruption and

Euronext will not be held liable in any way whatsoever for such interruption, corruption, error, omission, alteration or updating delays of the Information, nor any possible consequence of its use.

### 3. INTELLECTUAL PROPERTY RIGHTS

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- 3.1 The intellectual property rights of whatsoever nature in the Information shall be and remain vested in Euronext or its licensors. These Terms and Conditions do not involve the transfer of any intellectual property rights.
- 3.2 If the Listed Company wishes to make use of the trademarks of Euronext, a separate license agreement needs to be concluded. The Listed Company shall not use or register any trade mark which is identical or similar to any trade mark of Euronext or its affiliates, whether registered or unregistered. Notwithstanding these provisions, the Listed Company's use of Euronext's name in connection with attribution as covered under clause 1.3 shall not require the Listed Company to sign a separate license agreement with Euronext.

### 4. LIABILITY

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- 4.1 Except as expressly provided for in these Terms and Conditions, all warranties and representations expressed or implied are hereby excluded and Euronext shall be under no liability to the Listed Company for any loss, damage, cost, claim or expense howsoever arising whether or not caused by the negligence of Euronext, its officers, employees, agents or representatives, save that Euronext will accept liability for death, personal injury, fraud, gross negligence or wilful misconduct.
- 4.2 Euronext and the Listed Company shall not be held liable or be deemed to be in default under these Terms and Conditions for any failure to perform its obligations hereunder, arising directly or indirectly from events or circumstances beyond its reasonable control.

### 5. AUDIT RIGHTS

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Euronext is entitled to audit at its expense the Listed Company to verify the Listed Companies compliance with the contractual obligations arising out of these Terms and Conditions. Euronext may exercise these audit rights upon 30 days' prior written notice, during normal business hours. Both the Listed Company and Euronext shall promptly cooperate to plan, prepare and conduct the audit in an efficient manner. For this purpose the Listed Company shall be required to keep adequate records with respect to its Public Display of the Information and undertakes to keep all relevant records for a period of 5 (five) calendar years. In case of material deviations, Euronext is entitled to make the further supply of the Information to the Listed Company depend on the conclusion of the audit.

### 6. NOTICES

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- 6.1 The Listed Company will send all notices relating to the Terms and Conditions in written or electronic form, including by registered post or email, fax or delivered in person to the addresses following address (or to such other addresses as may be notified by Euronext to the Listed Company):

Euronext, FAO: Information Services, Beursplein 5, 1012 JW Amsterdam, The Netherlands or [databyeuronext@euronext.com](mailto:databyeuronext@euronext.com).

- 6.2 Euronext will send all notices relating to the Terms and Conditions in written or electronic form, including by registered post or email, fax or delivered in person to the following address (or to such other addresses as may be notified by the Listed Company to Euronext):

Company Name: \_\_\_\_\_  
FAO: \_\_\_\_\_  
Address: \_\_\_\_\_  
ZIP Code & City: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

- 6.3 It is the Listed Company's responsibility to ensure that its contact details in these Terms and Conditions are accurate and up to date.
- 6.4 Notices will be deemed to be received on proof of delivery or 4 (four) days after being sent.

## 7. DATA PROTECTION

- 7.1 Terms in this article that are not defined in these Terms and Conditions shall have the meaning stated in 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").
- 7.2 In the framework of these ~~Terms and Conditions is Agreement~~ Euronext processes, as a Controller, Personal Data provided to it by the Listed Company.
- 7.3 In order to inform the concerned Data Subjects about the Processing of their Personal Data, the Listed Company shall explicitly refer the Data Subjects to the privacy statement of the Euronext Group on the website of Euronext accessible at: <https://www.euronext.com/en/privacy-policy>.
- 7.4 By executing and sending the signed ~~Terms and Conditions Agreement~~, the Listed Company confirms that it has referred the relevant Data Subjects to the privacy statement of the Euronext Group.

- ~~7.5 The Listed Company represents and warrants that these data are at all times collected, processed and provided to Euronext in accordance with all applicable law and regulation, including without limitation that relating to the protection of individuals with regard to the processing of personal data.~~

~~7.5 The Listed Company undertakes to indemnify and hold harmless Euronext against any loss, claim, procedure or penalty whatsoever arising from any breach by the Listed Company or by the Data Subjects of the Listed Company's foregoing representation and warranty.~~

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## 8. GOVERNING LAW

- 8.1 The Terms and Conditions and any non-contractual obligations arising out of or in connection with it will be governed by the laws of The Netherlands.

**8.2** The courts of The Netherlands have exclusive jurisdiction to settle any dispute arising out of or in connection with the Terms and Conditions.

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## 9. TERM AND TERMINATION

- 9.1 The Terms and Conditions will enter into force on the Effective Date and will continue to be in force until terminated by either Euronext or the Listed Company giving the other party not less than 3 (three) months prior written notice (including by email) at any time to be effective at the end of a calendar month.
- 9.2 If the Listed Company materially breaches the Terms and Conditions and the material breach is either incapable of remedy, or is capable of remedy, but not remedied within 30 (thirty) days of the written notice being given by Euronext requiring it to be remedied, Euronext may immediately terminate these Terms and Conditions and suspend the provision of Information in whole or in part, without being liable, until the breach is remedied.

## 10. GENERAL PROVISIONS

- 10.1 These Terms and Conditions constitute the entire understanding of Euronext and the Listed Company with regard to the subject matter hereof and it supersedes all proposals, representations or prior agreements, whether oral or in writing with regard to the subject matter of these Terms and Conditions.
- 10.2 The Listed Company may not assign any right and obligation of these Terms and Conditions to another party without explicit written approval from Euronext.
- 10.3 Clauses 3, 4, 5 and 8 of these Terms and Conditions survive termination of these Terms and Conditions.

## 11. SIGNATURE

- By signing the Terms and Conditions the Listed Company acknowledges that it accepts the content and applicability of the Terms and Conditions.
- Two identical copies of this form have been presented to Euronext and the Listed Company for execution by each. Following execution both Euronext and the Listed Company shall retain one copy of these Terms and Conditions. Euronext and the Listed Company agree that either of the two copies represent a full and complete version of the Terms and Conditions.

On behalf of the Listed Company:

On behalf of Euronext:

SIGNATURE \*

SIGNATURE

NAME

NAME

Mr. Michael Hodgson

<b>POSITION</b>		<b>POSITION</b>	Head of Information Services
<b>PLACE, DATE</b>		<b>PLACE, DATE</b>	Amsterdam,

*\*To be signed by a representative duly authorized by the Listed Company*