



Budapest Stock Exchange

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# INFORMATION DISTRIBUTION AGREEMENT

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<b>Version number</b>	<b>Effective date/date of modification</b>
I/2005	01 January 2005
I/2007	01 November 2007
I/2008	01 June 2008
I/2011	01 January 2011
I/2011	15 November 2011
I/2012	01 May 2012
I/2013	06 December 2013
I/2018	03 January 2018
II/2018	15 May 2018
I/2020	01 January 2020



## Budapest Stock Exchange Ltd. Information Distribution Agreement

concluded by and between the **Budapest Stock Exchange Ltd** (registered seat: 1054 Budapest, Szabadság tér 7., Hungary; registration no.: Cg. 01-10-044764; referred to as “BSE”)

and [...***please insert your Entity’s name...***] (registered seat: [...***please insert registered address...***] ; registration no.: [...***please add registration no...***] ; referred to as “Distributor”) as parties to the Agreement under the following terms and conditions at the place and date written below:

### 1. Definitions and Interpretation

- 1.1 Except where specified and where the context otherwise requires, capitalized terms used in the Agreement shall have the meanings defined in the Glossary of Terms included in BSE Information Policies.
- 1.2 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,
  - (c) the terms of the IDA shall be interpreted in accordance with applicable BSE Information Policies and BSE Schedule of Fees of Information Products.,
  - (d) references to the rights and obligations of Distributor apply also to members of Distributor’s Group, except for those where Distributor assumes responsibility or liability for compliance of Distributor’s Group members with the Agreement.
- 1.3 In the event of any conflict between the provisions of BSE Schedule of Fees of Information Products or BSE Information Policies and the IDA, the provisions of BSE Schedule of Fees of Information Products or BSE Information Policies shall prevail.

### 2. Scope of Agreement

- 2.1 BSE grants to Distributor's Group a non-exclusive, non-transferable licence to receive Information and to use and distribute Information subject to the terms and conditions of the Agreement.
- 2.2 Distributor accepts the terms and conditions of the Agreement on behalf of Distributor’s Group and unconditionally guarantees and accepts full responsibility for performance by all members of Distributor’s Group of Distributor’s obligations under the Agreement.

### 3. Intellectual Property Rights

- 3.1 Distributor acknowledges Intellectual Property Rights of BSE and other Information Providers in the Information and in the formats in which Information is transmitted. Distributor agrees that neither its receipt of Information nor its distribution of Information shall affect the Intellectual Property Rights of BSE and other Information Providers.
- 3.2 Distributor will at BSE’s request and expense take all reasonable steps, such as execution of deeds or co-operation in litigation both during and after the term of the Agreement, as are



necessary for the protection and enforcement of the Intellectual Property Rights of BSE and other Information Providers.

- 3.3 The Agreement shall not affect any Intellectual Property Rights of Distributor or any member of Distributor's Group subsisting in or relating to:
- (a) the inclusion of Information (including Information as processed by Distributor or any member of Distributor's Group in accordance with the Agreement) in a Service; and
  - (b) any collection, compilation or other original work created from Information or in which Information is included in accordance with the Agreement.

#### **4. Distributor's Receipt of Information**

- 4.1 Distributor is licensed to receive Information (in the form of Information Packages specified by BSE) directly through a Physical Point of Access or Other Connectivity Point or from Distributor(s) specified in Annex 2 by the Distributor. If the Distributor is an Exchange Member, then it is entitled to extract the Information directly from the Trading System under the Exchange Rules in effect and the agreement concluded with the operator of the Trading System. Distributor must obtain prior permission from BSE to receive Information from any other source for the purpose of distribution in accordance with the Agreement.
- 4.2 Distributor shall bear all the costs of taking delivery of the Information incurred downstream from the Physical Point of Access or from the Other Connectivity Point.
- 4.3 Where Distributor receives Information directly through the Physical Point of Access or the Other Connectivity Point, Distributor shall be responsible at Distributor's own expense for the installation, operation and maintenance of telecommunication lines, equipment and software defined in the BSE Technical Specifications.
- 4.4 Where Distributor receives Information from another Distributor, BSE shall be not assume responsibility for the installation, operation and maintenance of telecommunication lines, equipment and software and other arrangements necessary for Distributor to receive the Information from the other Distributor. BSE may stop the supply of Information to Distributor's Primary Distributor without notice to Distributor if BSE has objectively justifiable business reasons to do so. BSE may stop the supply of Information to the Distributor without notice to Secondary Distributors or Subscribers receiving Information from the Distributor if BSE has objectively justifiable business reasons to do so.
- 4.5 The Exchange Rules and the agreement concluded with the operator of the Trading System dispose on the costs and terms of liability concerning the receipt of the Information extracted from the Trading System by the Exchange Members
- 4.6 Each party undertakes to comply with all regulations, conditions or restrictions laid down from time to time by any statute, telecommunications provider and/or regulatory authority in connection with Distributor's access to, use, storage and transmission of and dealing with Information.

#### **5. Distributor's Use of Information**

- 5.1 Distributor may use Information only as permitted by the Agreement.
- 5.2 Distributor's use and distribution of Information shall be as specified in Annex 2. Distributor is entitled to select any of the options available per Annex 2 and to change the selection in accordance with Section 12.2.



- 5.3 All use of Real-time Information by Distributor's Group and in Distributor's Service(s) must be identified and measured with an approved Unit of Count and must be subject to effective Internal Controls, except where BSE Information Policies allow otherwise. BSE Information Policies may specify similar obligations in case of distribution of Delayed or End-of-Day Information.
- 5.4 Any use or distribution of Information by members of Distributor's Group not specified under the Agreement is prohibited without the prior written approval of BSE. BSE reserves all rights to withhold approval and to require any member of Distributor's Group to sign a separate agreement with BSE before any such use or distribution of Information, this shall not be unreasonably requested.
- 5.5 Distributor may use the name "An official vendor/distributor of the Budapest Stock Exchange" during the term hereof.
- 5.6 Distributor shall ensure that members of Distributor's Group do not misrepresent the Information or display or distribute the Information in any way that may, as determined by BSE at BSE's sole discretion, create a false or misleading impression as to the origin or value of any item of Information or the operation of financial markets to which the Information relates.
- 5.7 Distributor shall not use the Information for any illegal purpose.
- 5.8 No member of Distributor's Group may distribute the Information without prior permission of BSE to any party other than to a Subscriber, another member of Distributor's Group or a Secondary Distributor in accordance with the Agreement.
- 5.9 For all Services incorporating the Information, Distributor will provide BSE at BSE's request with a set of product brochures and/or demonstrations and/or access to any such Service free of charge for a maximum of two (2) Users.
- 5.10 Distributor shall take all reasonable precautions, including the maintenance of security systems and data access control procedures, to prevent unauthorised access to the Information.
- 5.11 Distributor will cease all distribution of Information by members of Distributor's Group to any Subscriber, Secondary Distributor or member of Distributor's Group as soon as possible upon receipt of written direction of BSE or on a reasonable date specified by a written direction of BSE, where BSE has reasonable cause to suspect unauthorised distribution or use of Information.
- 5.12 At the request and expense of BSE, Distributor will provide all reasonable cooperation with and assist BSE in any action or proceeding necessary to end or prevent any unauthorised receipt, use or distribution of Information by any third party.
- 5.13 In case of termination of the Agreement for any reason, Distributor may keep the Information received during the term of this Agreement and continue using it in its Services and databases.

## **6. Subscriber's Use of Information**

- 6.1 Distributor shall ensure that, and where necessary Subscriber Agreements shall provide that,
  - (a) Subscriber's use of Information complies with the Agreement,
  - (b) Subscriber shall be responsible for the use of Information by Users and
  - (c) Subscriber shall ensure that Users comply with the terms of the Subscriber Agreement.



- 6.2 All use of Real-time Information by Subscriber must be identified and measured with an approved Unit of Count and must be subject to effective Internal Controls, except where BSE Information Policies allow otherwise. BSE Information Policies may specify similar obligations in case of distribution of Delayed or End-of-Day Information.
- 6.3 Each party agrees to collect and hold personal data from Subscribers and prospective Subscribers only as required to meet each party's obligations under the Agreement and to comply with any applicable regulation or law relating to personal data in the execution of either party's obligations under the Agreement. Subject to any applicable law, Distributor agrees to provide, correct and/or delete personal data within ten (10) Days of a request from BSE to do so.
- 6.4 Distributor is entirely responsible for ensuring that terms and conditions relating to the use of Information comply with applicable laws or regulations. Distributor will promptly bring to the attention of BSE any condition of this Section 6 that may conflict with applicable laws or regulations.
- 6.5 The Distributor shall co-operate with BSE to halt or prevent any unauthorised use or distribution of Information by any recipient of Information via Distributor's Services.
- 6.6 In the event Distributor delivers the Information to a Person whose activities qualify such Person as a Secondary Distributor without such Person being a signatory to such an agreement, whereby such Person would qualify as the Secondary Distributor of Distributor, the Distributor shall pay to BSE the amount of the revenues BSE has lost as a result, plus liquidated damages equal to the extent of late interest defined in BSE Information Policies.
- 6.7 Distributor shall not be liable for the eventualities mentioned in Section 6.6 or for unauthorised use of Information by a Subscriber if Distributor can offer proper evidence that Distributor has made all reasonable efforts expectable from him, particularly:
- (a) Distributor has taken all available technical, administrative and legal measures to prevent unauthorised use or distribution of Information by the Subscriber,
  - (b) the contents of the Subscriber Agreement comply with BSE Information Policies, and
  - (c) when Distributor became aware of unauthorised use or distribution of Information, Distributor informed BSE immediately, and complied promptly with any request by BSE to cease the Information supply to the Subscriber.

## **7. Fees, Reporting and Payment**

- 7.1 Distributor shall pay all fees, charges and other sums due to BSE in accordance with the payment requirements specified in BSE Information Policies and BSE Schedule of Fees of Information Products.
- 7.2 Distributor shall report to BSE on the use and distribution of Information and the fees amounts due to BSE in accordance with the requirements of the Agreement. BSE shall keep all information provided by Distributor in its report confidential.
- 7.3 If the Agreement is terminated as a result of breach by Distributor all pre-paid fees will be retained by BSE. If the Agreement is terminated for any other reason BSE will provide a pro-rata reimbursement of pre-paid fees relating to any complete calendar quarter following the effective date of termination.
- 7.4 Members of Distributor's Group shall be free to establish and alter the prices charged to Subscribers for the supply of the Information and of their Service(s), provided that such prices do not misrepresent fees charged by BSE to Distributor in accordance with the Agreement.



## **8. Maintenance of Records, Audit**

- 8.1 Members of Distributor's Group shall keep complete, accurate and up-to-date records relating to the use and distribution of Information and to the associated Internal Controls, sufficient to demonstrate compliance with the Agreement and to identify the sums payable to BSE in accordance with the Agreement.
- 8.2 BSE or its authorized representatives (such as independent professional auditors) acting on behalf of BSE shall have the right, during the term of the Agreement and for a period of two (2) years afterwards, to visit the premises of members of Distributor's Group and Subscribers during normal business hours and during or in preparation for any such audit visit to inspect systems, controls, books and records, insofar as they relate to the use and distribution of the Information, the related Internal Controls and any sums payable to BSE. BSE and its auditors shall treat all information obtained in the audit confidentially and use it only for the purpose of verifying compliance with the Agreement.
- 8.3 Audits of any premises of members of Distributor's Group and Subscribers may be carried out without any justification from the part of BSE not more than once each calendar year on at least sixty (60) Days' advance notice (Regular Audit).
- 8.4 In addition, audits may be carried out on at least three (3) business Days' advance notice, if BSE has reason to suspect material breach by Distributor, members of Distributor's Group, Subscribers, or it is deemed otherwise necessary (Extraordinary Audit). BSE shall explain in writing the reason for an Extraordinary Audit and take the legitimate interest of the client into account.
- 8.5 In the event that an audit reveals a lack of records or failure of Internal Controls, but the amount of under-reported fees and charges cannot be established with reasonable certainty or agreed between the parties, BSE reserves the right to appoint an independent professional auditor to assess the amount owed to BSE. In this event BSE and Distributor agree to accept the assessment and/or reasonable estimate of the appointed auditor.
- 8.6 In the event that an audit reveals any underpayment in fees due under the Agreement by Distributor that exceeds 5% of the total fees paid by Distributor for the period covered by the audit, Distributor shall bear the reasonable costs and expenses of the audit, including the reasonable cost of any assessment or estimate provided by an independent professional auditor in accordance with Section 8.5.
- 8.7 Distributor shall pay the outstanding fees and charges revealed by the audit plus liquidated damages equal to the extent of late interest (defined in BSE Information Policies) calculated from the Day following the due date determined by the audit.

## **9. Warranties and Indemnities/Limitation of Liability**

- 9.1 BSE represents warrants and covenants that:
- (a) it has the right to license the receipt and use of Information for the purposes specified in the Agreement,
  - (b) use of Information as specified in the Agreement will not infringe any Intellectual Property Rights of any third party.
- 9.2 BSE will use all reasonable endeavours to ensure the accuracy, reliability, completeness and continuity of Information and to correct any errors or omissions as soon as reasonably practical to the extent it is within BSE's reasonable control and ability to do so. Other than as set out in this Section 9, BSE shall not be liable for any





delay, inaccuracy, error or omission of any kind in the Information or for any resulting loss or damage. In addition, BSE shall not have any liability for any losses arising from unauthorised access to Information or any other misuse of Information.

9.3 BSE warrants and represents that the Information:

- (a) is developed with due care and skill in a professional manner,
- (b) will not be obscene or defamatory, nor in breach of any applicable data protection laws,
- (c) is not contrary to banking regulations, stock or commodity exchange regulations or any applicable laws, and regulations.

9.4 Distributor accepts full responsibility for the usefulness of Information as incorporated in Distributor's Service(s). Distributor expressly acknowledges that BSE and other Information Providers do not make, other than as set out in Section 9, any representations or warranties, express or implied, with respect to the merchantability, quality or fitness for purpose of the Information and exclude all warranties, expressed or implied by statute, common law or otherwise, that lawfully can be excluded.

9.5 BSE will indemnify, and hold harmless and defend, Distributor's Group against all losses, claims, damages, expenses or costs, for infringement by Information of Intellectual Property Rights of any third party, provided that BSE is notified promptly in writing of such claim and is given the opportunity to have sole control for the defense of any action on such claim and all negotiation for its settlement. Distributor's Group shall cooperate with BSE to facilitate any such defense.

9.6 Distributor will indemnify BSE against all losses, claims, damages, expenses or costs which BSE has incurred or paid to any third party arising from unauthorised access to or unauthorised use of Information by Distributor's Group, except where the losses, claims, damages, expenses or costs arise from gross negligence or wilful misconduct on the part of BSE or from the indemnity granted by BSE in accordance with Clause 9.5 above.

BSE shall promptly notify Distributor in writing of any such losses, claims, damages, expenses or costs and Distributor shall have control of the settlement and defence of any action to which this indemnity relates. BSE shall cooperate with Distributor to facilitate any such defence.

9.7 With the exception of Sections 9.5 and 9.8, and of any liability that cannot lawfully be excluded, BSE shall not be liable to Distributor, or to others directly or indirectly making use of Information, for any direct, indirect or consequential loss, damage, injury, cost or expense arising in any way out of access to, provision or use of Information.

With the exception of Section 9.6 and of any liability that cannot lawfully be excluded, Distributor shall not be liable to BSE, or to others directly or indirectly making use of Information, for any indirect or consequential loss, damage, injury, cost or expense arising in any way out of access to, provision or use of Information. For the avoidance of doubt, nothing in this Section shall limit the obligations of Distributor to pay fees in accordance with this Agreement.

9.8 With the exception of Section 9.5 and of any liability that cannot lawfully be limited, BSE's liability for any loss or damage suffered as a result of wilful misconduct or of gross negligence of BSE or its officers shall be limited in respect of each claim or series of connected claims to the direct losses and damages suffered by Distributor (excluding indirect or consequential losses or damages of any kind such as loss of profits or of contracts) and shall not exceed the total of fees paid by Distributor over the preceding twelve (12) months. Parties agree that the fees of Information supply by BSE were established in consideration of this limited liability.



## 10. Confidentiality

10.1 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 in the performance of the Agreement.

10.2 This obligation does not apply to information, specifications or material which:

- (a) at the time of disclosure are 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.

## 11. Term and Termination

11.1 The Agreement shall take effect on the Commencement Date and shall remain in effect for an indefinite term.

11.2 Either party may terminate the Agreement upon not less than ninety (90) Days' written notice to the other party. Any such termination may not take effect during the first twelve (12) months of the Agreement.

11.3 The Agreement may be terminated immediately or on the date specified in written notice by the party not at fault if any of the following events occur:

- (a) If the other party commits any material breach of the terms or conditions of the Agreement and (i) fails to remedy such breach (insofar as such breach is capable of remedy) within thirty (30) Days after receiving written notice from the party not at fault requiring it to do so or (ii) subsequently commits a material breach of the same obligation.

Distributor shall be deemed to have committed a material breach particularly in the event of failure to secure adequate Subscriber Agreements, misrepresentation of Information, failure to pay fees in accordance with the Agreement and failure to control unauthorised distribution of Information.

- (b) If the other party presents a petition or has a petition presented by a creditor for its winding up, or enters into compulsory or voluntary liquidation (other than for the purpose of a bona fide reconstruction or amalgamation), or has a receiver of all or any of its undertakings or assets appointed, or ceases to carry on business.

11.4 The Agreement may be terminated by Distributor in accordance with Section 12.8.

11.5 If the Agreement is terminated, the fees due in consideration for the services already delivered but still unpaid by the Distributor shall all become immediately due and payable in the form of a lump sum.





## 12. Agreement Variations

- 12.1 Subject to Sections 12.2, 12.3, 12.4 and 12.5 and except as otherwise provided in the Agreement, no variation of the terms and conditions of the Agreement shall be effective unless expressly agreed in writing by both parties.
- 12.2 Distributor may add to and change its contact details, its Information supplier or licensed usage on submission of a revised Annex 2. Distributor is required to notify BSE within thirty (30) Days of any change. Changes will be deemed to be accepted by BSE unless BSE objects in writing within thirty (30) Days of receiving the notification.
- 12.3 Distributor may change details of Affiliated Companies and Service Facilitators, on submission of written notification and a revised Annex 2 to BSE. Unless otherwise agreed, Distributor is required to notify BSE within thirty (30) Days of any change. Changes will be deemed to be accepted by BSE unless BSE objects in writing within thirty (30) Days of receiving the notification. BSE reserves rights to withhold or withdraw permission for any Person to act as a Service Facilitator.
- 12.4 BSE may add to and change its contact details specified in Annex 3, on submission of written notification to Distributor.
- 12.5 BSE may at any time unilaterally modify BSE Information Policies, BSE Schedule of Fees of Information Products, BSE Technical Specifications and BSE Information Packages as set out below:
- (a) BSE shall notify Distributor of the exact scope and the effective date of such modifications,
  - (b) BSE shall provide notice of the proposed modification as specified in Section 12.6 below,
  - (c) any such modification of the Agreement shall apply and be available equally to all Distributors, except for those that apply only to all Primary Distributors or all Secondary Distributors, as appropriate,
  - (d) the entire text of the modified Agreement will be available on BSE Website.
- 12.6 BSE shall provide written notice of modifications as follows:
- (a) in the case of BSE Technical Specifications, one hundred and twenty (120) Days, although BSE reserves the right to make modifications on shorter notice if required to do so by regulatory authorities or operational emergencies,
  - (b) in the case of BSE Schedule of Fees of Information Products, ninety (90) Days, but BSE makes reasonable efforts to provide a longer notice period, and the modification will take effect on the first Day of the following calendar quarter,
  - (c) in the case of BSE Information Policies, as much advance notice as possible and in any event, no less than thirty (30) Days,
  - (d) in the case of BSE Information Packages, BSE reserves the right to determine the length of the notice period in accordance with industry good practice.
- 12.7 BSE may make new fees or BSE Information Policies available to Distributors on shorter notice, for example to introduce lower fees, address policy issues or respond to new commercial opportunities, but any such fees or BSE Information Policies will not be obligatory for all Distributors before the expiry of the notice periods specified in Section 12.6.
- 12.8 When BSE modifies the Agreement pursuant to Section 12.5, Distributor may choose to terminate the Agreement with the termination taking effect on the effective date of



modification or the thirtieth (30<sup>th</sup>) Day following the receipt of BSE's notification of changes, whichever is the later. Distributor must advise BSE of intention to terminate the Agreement prior to the effective date of termination. If BSE does not receive notification to terminate Distributor shall be deemed to have accepted the modifications.

- 12.9 If Distributor terminates the Agreement pursuant to Section 12.8, BSE shall ensure that Distributor may use the service under the Agreement in the form it existed before the modification until such termination takes effect.

### **13. Miscellaneous**

- 13.1 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, labour dispute or act of Government.
- 13.2 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.
- 13.3 The provisions of Sections 3, 5.6, 5.7, 5.12, 5.13, 7, 8, 9, 10 and 13 shall survive termination of the Agreement, except where they relate to rights granted to Distributor only during the term of the Agreement.
- 13.4 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.
- 13.5 BSE is entitled to rely on the validity of any representation, notice or communication from an officer of Distributor and from the authorised contacts listed by Distributor in Annex 2. Distributor agrees to inform BSE promptly of any change in the details of authorised contacts and to comply with any reasonable procedures or disciplines introduced by BSE for the purpose of validating communications from authorised contacts.
- 13.6 The Agreement constitutes the entire agreement between the parties regarding this subject matter and supersedes each previous proposal, representation and agreement, written or verbal, between BSE and Distributor.
- 13.7 Distributor shall not assign the Agreement or any rights arising from the Agreement without the prior written consent of BSE, except for the members of Distributor's Group. BSE shall not unreasonably withhold such consent.
- 13.8 Where Distributor's address as entered on Annex 2 is in Hungary, the IDA shall be executed in four (4) original and identical Hungarian copies, two (2) of which will be distributed to each of the parties.
- 13.9 Where Distributor's address as entered on Annex 2 is not in Hungary, the IDA shall be executed in two (2) original and identical Hungarian copies and two (2) original and identical English copies. One English and one Hungarian copy will be distributed to each of the parties.
- 13.10 In the event of any interpretation of the Agreement or any dispute arising under or in connection with the Agreement the Hungarian language copy shall be used as the original.
- 13.11 The construction, validity and performance of the Agreement shall be governed by the laws of the Republic of Hungary and in particular the provisions of the Civil Code.



The parties accept the exclusive competence and jurisdiction of the Permanent Arbitration Tribunal of the Hungarian Chamber of Commerce and Industry vis-à-vis any dispute arising under the Agreement.

13.12 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. Notices and notifications required under the Agreement shall be deemed to have been served (a) five (5) business Days after the time of posting if sent by registered post (b) the date of receipt if return receipt is attached to the registered post or (c) the next business Day after an electronic transmission.

13.13 This agreement was signed after reading and interpretation, in accordance with the intention of the parties.

13.14 The Distributor acknowledges the receipt of the (a) BSE Information Policies, (b) BSE Schedule of Fees of Information Products, (c) BSE Technical Specifications, (d) BSE Information Packages, confirms that Distributor has had sufficient access to study these documents, and furthermore declares that Distributor is fully aware of their content, has signed the IDA relying thereon and accepts those documents as legally binding upon itself.

Budapest, .....

**Signed on behalf of Distributor**

**Signed on behalf of BSE**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name István Máté-Tóth  
Title Deputy CEO of Business  
Development  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name Ábel Frecska  
Title Head of Sales and Marketing  
Date \_\_\_\_\_



## Annex 1

### Payment & Reporting Practice

Annual license fee payment scheme:	In two equal instalments (by half year)	[ ]
	In a lump sum, at the beginning of the year	[ ]
Detailed end user reporting:	Monthly	[ ]
	Quarterly	[ ]

### Website Appearance

<b>Agree to use the below details as reference</b> e.g. : <a href="http://www.bse.hu/topmenu/infoservices/listofvendors">http://www.bse.hu/topmenu/infoservices/listofvendors</a>	<b>Yes</b>	<b>No</b>
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Company name:	
Website address*:	
Name/Address of Hungarian subsidiary, if applicable*:	
Contact person*:	
E-mail address*:	
Direct Phone Number*:	

Direct Services offered to non-professional end users*:	Yes	No
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\*Not mandatory

### Mailing Lists

Categories	Content	Notification Email Address(es)
General business and administrative news	Agreement related or general issues	
Content notifications	New listings, delisting, trade suspensions, Product List modifications, trading holidays, index modifications, etc.	
IT related news	Feed related communication	

Please fill in the relevant email address(es) by defined categories.



## Annex 2

### Distributor's Profile

<b>Distributor's Details</b>	
Name	
Address	
Billing Address (if different)	
EU TAX number (for EU members only)	
Commencement Date	
Effective Date of Change	
Applicable Changes	
Receipt of Information	<p><b>Direct Exchange Feed:</b></p> <p>-Vienna Stock Exchange ADH [ ]            rapid ADH [ ]            iADH [ ]</p> <p><b>Trading System:</b></p> <p>-CEESEG FIX [ ]          -EnBS [ ]          -MDI [ ]          -Values API [ ]</p> <p><b>Other Physical Access Point:</b></p> <p>-FTP protocol (end of day) [ ]</p> <p><b>Indirectly, via other Distributor(s)</b> [ ]          Name of the Distributor(s):.....</p>
Information Package	<p><b>Real-time Lvl 20 Package (rapidADH)</b> [ ]  <b>Real-time Lvl 10 Package</b> [ ]  <b>Real-time Lvl 5 Package</b> [ ]  <b>Real-time Lvl 1 Package</b> [ ]</p> <p><b>Delayed Lvl 10 Package</b> [ ]  <b>Delayed Lvl 5 Package</b> [ ]  <b>Delayed Lvl 1 Package</b> [ ]</p> <p><b>End-of-Day Package</b> [ ]  <b>Real Time Index Package</b> [ ]  <b>End of Day Index Package Internal</b> [ ]  <b>End of Day Index Package External</b> [ ]  <b>Reference Data</b> [ ]</p>



Applicable NDU License:	<input type="checkbox"/> NDU MTF <input type="checkbox"/> NDU SI <input type="checkbox"/> NDU Off-Exchange Trading <input type="checkbox"/> NDU Trading <input type="checkbox"/> NDU Other  Number of Locations <input type="checkbox"/> or <input type="checkbox"/> Licensee's Group  <input type="checkbox"/> Real-time <input type="checkbox"/> Delayed
APA Market Data Package	Yes <input type="checkbox"/> No <input type="checkbox"/>
MiFID II.	<input type="checkbox"/> Pre-trade <input type="checkbox"/> Post-Trade <input type="checkbox"/> N/A  <input type="checkbox"/> Real-time <input type="checkbox"/> Delayed  <input type="checkbox"/> Level 20 <input type="checkbox"/> Level 10 <input type="checkbox"/> Level 5 <input type="checkbox"/> Level 1

Distributor's Group Profile	
Affiliated Companies?	Yes* <input type="checkbox"/> No <input type="checkbox"/>
Service Facilitators?	Yes * <input type="checkbox"/> No <input type="checkbox"/>
* If Yes, please supply details below	

Distributor's Group Members		
Affiliated Companies		
Name	Registered Address	Distributor's Group Holding (%)*
* Where Distributor's Group includes holding company and other subsidiaries of holding company, Distributor's Group Holding for each Affiliated Company should be the total (%) holding controlled by Group companies.		

Service Facilitators approved by BSE*		
Name	Registered Address	<i>Pls describe the cooperation</i>





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\* Please Indicate Service Facilitators currently added to the list proposed to be approved by BSE

<b>Distributor Contacts Authorized to deal with BSE</b>		
	<b>Main contact</b>	<b>Secondary contact</b>
<b>Contract Notices and Amendments</b>		
First Name:		
Last Name:		
Title:		
Phone:		
Fax:		
Email:		
<b>Information Management</b>		
First Name:		
Last Name:		
Title:		
Phone:		
Fax:		
Email:		
<b>Administration/Reporting/Payment</b>		
First Name:		
Last Name:		
Title:		
Phone:		
Fax:		
Email:		

**Distributor**

By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

By \_\_\_\_\_  
 Name \_\_\_\_\_

**Budapest Stock Exchange Ltd.**

By \_\_\_\_\_  
 Name István Máté-Tóth  
 Title Deputy CEO of Business Development  
 Date \_\_\_\_\_

By \_\_\_\_\_  
 Name Ábel Frecska



Title

Title

Head of Sales and Marketing

Date

Date

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## Annex 3 – BSE Contact Information

<b>Company Name:</b>	Budapest Stock Exchange Ltd. Budapesti Értéktőzsde Zártkörűen Működő Részvénytársaság
<b>Head Office and Postal Address:</b>	1054 Budapest Szabadság tér 7. Hungary
<b>General Contact Details: (contracts, reporting, admin, IT)</b>	<b>General contact, contracts:</b> <a href="mailto:vendor@bse.hu">vendor@bse.hu</a>  <b>Reporting and Administration:</b> <a href="mailto:vendor-reporting@bse.hu">vendor-reporting@bse.hu</a>  <b>General IT and technical specification:</b> <a href="mailto:vendor-technical@bse.hu">vendor-technical@bse.hu</a> Phone: (+36 1) 429-6737 Fax: (+36 1) 328-0480  <b>Vendor feed technical helpdesk:</b> Mr. András Kocsis Email: <a href="mailto:kocsisa@bse.hu">kocsisa@bse.hu</a> Phone: (+36 1) 429-6873 Fax: (+36 1) 328-0480  <b>Sales and Marketing Directorate:</b>  Mr. Gábor Mag Market Data Manager Email: <a href="mailto:magg@bse.hu">magg@bse.hu</a> Phone: (+36 1) 429-6735 Fax: (+36 1) 429-6821  Mr. Gábor Janoch Sales Associate Email: <a href="mailto:janochg@bse.hu">janochg@bse.hu</a> Phone: (+36 1) 429-6723 Fax: (+36 1) 429-6821