

In Madrid, / /

e-DATA SERVICES AGREEMENT

BETWEEN

BME Market Data, S.A., hereinafter referred to as 'BMEMD', a company legally established under the laws of Spain, with registered office in Plaza de la Lealtad, 1, Madrid (Spain), and Spanish tax ID number A85447795, represented by Mr Santiago XIMÉNEZ RODRÍGUEZ, acting in his capacity as General Manager, and Mr Julián NAVAS GARCÍA, acting in his capacity as COO, of the first part,

AND

, hereinafter referred to as 'The Contracting Party', a company legally established under the laws of , with registered office in , tax ID number , represented by Mr/s , acting in his/her capacity as , of the second part,

DECLARE

First.- BMEMD is the company of the Group Bolsas y Mercados Españoles specialised in the processing and distribution of financial markets information. To this effect, BMEMD has the necessary technology resources to manage proprietary and external contents and develop added value information services for the securities markets.

Second.- BMEMD offers a subscription service to an online database with data on financial markets, which is accessible through the BMEMD site login area (this service hereinafter being referred to as e-Data Services).

Third.- the Contracting Party wishes to sign up for the BMEMD e-Data Services in order to receive via online the data on the financial markets ordered. The contents of the requested information products are listed in the Product Catalogue.

DEFINITIONS

Beneficiary Company

Company acknowledged by BMEMD following a request from the Contracting Party which, for the purposes of this Agreement, is entitled, in whole or in part, to the rights covered under this Agreement, and for which the Contracting Party is hereby held totally responsible.

BMEMD Data

Quotes, prices, turnover, volumes, indices, and any other data commercialised by BMEMD and received either directly or indirectly, as well as any other information derived thereof, from which it may be possible to obtain, by means of any kind of calculation or automated process, quotes, prices, turnover, volumes, indices, and any other data commercialised by BMEMD.

Contracting Party

Any individual or body corporation signatory of the BMEMD e-Data Services Agreement, pursuant to which it can use the Licensed Data under the terms established hereunder.

Contracting Party's Group

The Contracting Party's Group is made up by the Contracting Party and the Beneficiary Companies. The term Contracting Party's Group may be used to refer to all the companies jointly, one company or several.

Information Product

A concrete selection of data contents marketed by BMEMD pursuant to this Agreement, which appear specified as a product in the Product Catalogue.

Internal Use

Internal Use shall mean the usage carried out by the Contracting Party's Group through its employees, directors, legal representatives and/or any of its in-house technical equipment, when this usage does not entail, in any manner, BMEMD Data re-distribution to any third parties outside the referred company.

Internal Use shall also mean the usage carried out by the Contracting Party's Group on a precise moment to maintain, repair, correct or conduct quality control tests on the databases of its data distribution systems.

Internal Use shall not mean the systematic or automatic collection of BMEMD data aimed at their re-distribution, in whole or in part, to clients of the Contracting Party's Group.

Licensed Data

Any BMEMD Data which the Contracting Party's Group has a licence to use pursuant to this Agreement under the terms and conditions contained hereto.

Product Catalogue

Documents available on the BMEMD site (<http://www.bmemarketdata.es>) which list the products, the contents of each product, the markets covered by each product and the display terms and conditions of the online information (format, time, etc.).

TERMS AND CONDITIONS

1. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions under which the Contracting Party's Group may access the e-Data Services and use the BMEMD Data Products covered in this Agreement.

2. CONTRACTING PARTY'S GROUP

- 2.1. The Contracting Party shall communicate to BMEMD the list of companies deemed to be Beneficiary Companies for the purposes of this Agreement and which, together with the Contracting Party, will form the Contracting Party's Group. The list detailing those companies shall be included as an annex to this Agreement. The Contracting Party agrees to specify in that list the legal names and street addresses of such Beneficiary Companies.
- 2.2. It is the Contracting Party's responsibility to maintain at all times updated the details concerning the Contracting Party's Group in accordance with the provisions of this Clause. The Contracting Party shall inform BMEMD of every modification altering such details.

BMEMD reserves the right to reject any amendments to the details on the Contracting Party's Group's companies that may have been notified by the Contracting Party if it considers, on the grounds of any previous relation with the referred companies, any information on them and/or other similar circumstances, that the Contracting Party will fail to comply with the obligations hereunder in respect of the new companies it wishes to include in this Agreement as Beneficiary Companies.

3. LICENSED DATA

- 3.1. The Particular Conditions Section of this Agreement shall set out all the Data contents for which the Contracting Party is hereby licensed, specifying every Information Product composing such data, and include the date as from which the Contracting Party's Group is to start having online access to the BMEMD site login area, it being hereby understood the access to every such Information Product.
- 3.2. The Contracting Party shall request at any time during the term of this Agreement to extend the Licensed Data content by adding other not initially licensed Information Products. BMEMD shall be given notice of such request for extension with not less than twenty (20) calendar days prior to the beginning of the month in which the above-mentioned content extension is due to become effective.

BMEMD shall be deemed to have accepted the Licensed Data extension unless it expressly issues a written refusal stating its objections within ten (10) calendar days on confirmation receipt of the Contracting Party's request.

Should there not be any such refusal from BMEMD, both parties hereby undertake to diligently update the Particular Conditions Section of this Agreement as a prior requirement for the provision of the new Information Products requested.

In any circumstances shall BMEMD's acceptance of the new Information Products provision release the Contracting Party's Group from compliance with the remaining obligations agreed and accepted under this Agreement.

- 3.3 BMEMD reserves the right to modify the content of the Information Products set out in the Product Catalogue, in order to adapt it to the market conditions and/or improve it. Every amendment will be communicated to the Contracting Party with reasonable notice. Where BMEMD considers it necessary, BMEMD will disclose an updated version of the Product Catalogue including such changes.

4. LICENCE

- 4.1 Pursuant to this Agreement and during its term, BMEMD hereby grants the Contracting Party a non-exclusive and non-assignable licence for Internal Use by the Contracting Party's Group of the online database to access BMEMD Licensed Data. Consequently, the Contracting Party's Group is strictly prohibited from enabling third parties to directly access the online database, whether this is directly or indirectly executed by the Contracting Party's Group or an appointed individual or company. This prohibition does not apply where the assignment or transmission to third parties is expressly considered under the Special Conditions of the Agreement.
- 4.2 BMEMD reserves the right to market Information Products that may be subject to conditions of use other than those laid down in this Agreement. In such cases, the differing conditions of use shall be specified in the Information Products Catalogue.

5. LICENSED DATA ACCESS

- 5.1 BMEMD shall provide the Contracting Party's Group with the Licensed Data in accordance with the provisions of this Agreement.
- 5.2. Licensed Data provision shall be performed via the online database, which is accessed through the BMEMD site login area. To this effect, BMEMD shall provide the Contracting Party's Group with as many usernames and passwords as required by the Contracting Party's Group. Access to the BMEMD site by the Contracting Party's Group is not subject to time restrictions.
- 5.3 Usernames and passwords to the BMEMD login area will be provided by BMEMD and will be valid for use by the Contracting Party's Group. Clients of the Contracting Party's Group and any other third parties are strictly prohibited from using the usernames and passwords provided by BMEMD to the Contracting Party's Group, except where the Particular Conditions section of this Agreement expressly states such use by third parties.
- 5.4 The Contracting Party shall take under its sole responsibility all necessary steps to impede that no unauthorised individual misappropriates and uses the usernames and passwords. BMEMD

shall be immediately notified of any loss or misappropriation of the username(s) and password(s).

- 5.5 BMEMD reserves the possibility to amend the technical conditions of the online accessible database and hereby undertakes to notify the Contracting Party with enough notice of any such modification and its effective date. Where BMEMD considers that the modifications alter the basic characteristics of the technical conditions of the connection, their entry into effect shall be, at least, ninety (90) days following the date of notice, except where their entry into effect is established by a modification to the applicable laws or contracting rules, in which case such modifications may be communicated within an earlier deadline.

6. FINANCIAL AND PAYMENT CONDITIONS

- 6.1 As remuneration for the Licensed Data usage and the e-Data Services access and upon submission of the corresponding invoices issued by BMEMD, the Contracting Party undertakes to pay the amounts resulting from the application of the fees as set out in the Fees Annex hereto.

The current fees for this financial year and their respective terms and conditions are set forth in Annex II to this Agreement. At the start of every calendar year, or following a ninety (90) days' notice, BMEMD shall be entitled to review the above-mentioned fees and terms in accordance with the requirements and disclosure conditions under this Agreement. Further amendments to the fees applicable to this Agreement shall replace the fees in force as of that date and be automatically included in this Agreement as a new Fees Annex replacing the previous one.

The Contracting Party shall have the right to terminate this Agreement should it object to any eventual change to the fees. A prior notice to BMEMD in accordance with the provisions governing the termination of this Agreement shall be required for such purpose.

- 6.2 BMEMD will issue the corresponding invoices on a quarterly basis, except for those cases where the Contracting Party decides to be invoiced on an annual basis. When registering for the Service within the first fifteen days of the month in which the Service provision is initiated, the remuneration shall be accrued from the 1st day of that same month. When registering for the Service within the last fifteen days of the month in which the Service provision is initiated, the remuneration shall be accrued from the 15th day of that month. The Contracting Party shall pay the referred invoices within the thirty (30) days that follow the receipt of the invoice.
- 6.3 BMEMD may charge the interest for delay payment corresponding to the number of days of delay of the invoice payment at a monthly rate equivalent to 1.5% of the owed amounts, notwithstanding BMEMD's right to claim any other damages it could have suffered.
- 6.4 The Contracting Party agrees to pay any current or future taxes, fees or levies that may arise from the services constituting the purpose of this Agreement. The annexes to this Agreement quote the fees exclusive of VAT.

7. TERM AND TERMINATION OF THE AGREEMENT

7.1 This Agreement shall become effective on the date it is signed and shall have an initial term ending the last day of the calendar year in which it is signed. It shall be tacitly renewed for successive one-year terms, unless either Party gives the other notice of its decision to terminate this Agreement not less than ninety (90) days prior to the date of termination of the Agreement.

7.2 BMEMD may unilaterally decide not to continue providing some of the Information Products available on the online accessible database pursuant to this Agreement.

BMEMD shall give the Contracting Party notice of such decision as soon as possible. In any case, the decision shall become effective ninety (90) days from the last day of the month in which BMEMD gives written notice to the Contracting Party of its decision.

7.3 Where BMEMD decides (i) to modify the basic characteristics of the technical conditions in accordance with the provisions contained in clause 4 of this Agreement, (ii) not to continue providing some of the Information Products under this Agreement within the terms set forth in the previous subdivisions of this Clause, or (iii) alter the content of the Information Products outlined in the Product Catalogue in accordance with the provisions of Clause 3 of this Agreement, the Contracting Party shall have the right to terminate the Agreement by giving thirty (30) days' notice to BMEMD before the modifications are to become effective. The termination of the Agreement shall become effective on the latest of the following dates: a) the date on which BMEMD effectively stops providing the Information Product or b) thirty (30) days after BMEMD's receipt of the notice of termination of the Agreement by the Contracting Party.

7.4 Subject to the Clause hereto governing the Financial and Payment conditions, BMEMD shall be entitled to revise the applicable fees to this Agreement. Upon any such fee revision, the Contracting Party shall have the right to terminate this Agreement by giving BMEMD notice within thirty (30) days prior to the date on which the changes for which the Contracting Party demands the termination of this Agreement become effective.

7.5 Additionally, either Party shall be entitled to terminate this Agreement if the other Party fails to comply with any of its obligations pursuant to this Agreement and does not remedy such failure within fifteen (15) days of receiving notice of such breach. The termination shall be executed by means of written notification in accordance with the provisions of Clause 16 of this Agreement concerning Notices.

Termination of this Agreement for whatever cause shall entail the immediate cessation of the online Licensed Data access. Any sums owed by the Contracting Party shall become immediately due and payable.

8. TRANSFER OF RIGHTS AND OBLIGATIONS UNDER THE e-DATA SERVICES AGREEMENT

8.1 The assignment or subrogation of the Contracting Party's rights and obligations under this Agreement shall require the BMEMD's express prior written consent.

- 8.2 BMEMD reserves the right to assign its contractual position under this Agreement, which involves the assignment of all the rights and obligations hereunder, to any company of the BME Group. Upon transfer of the Agreement, the rights and obligations shall bind exclusively the assignee, in which case BMEMD shall be released from all the obligations under this Agreement.

9 TECHNICAL AUDITS

- 9.1 BMEMD shall be entitled to gather information on the Contracting Party's Group's IP addresses, and any other information it shall deem convenient on the computer systems accessing the database subject matter of this Agreement, in order to verify that no third parties unrelated to this Agreement access the service.
- 9.2 BMEMD shall be entitled to conduct technical audits of the Contracting Party's Group and, where appropriate, of the Clients of the Contracting Party's Group authorised to Internal Use pursuant to the Particular Conditions Section of this Agreement. The scope of the technical audits shall cover the corresponding inspection by either BMEMD or a third party of its choice of all the documents and relevant systems, in order to verify compliance of the Contracting Party's obligations under this Agreement.
- 9.3 The Contracting Party's Group shall be obliged to ensure that BMEMD or the audit team instructed by BMEMD for this purpose can access the relevant documents and/or the relevant technical infrastructures. Additionally, the Contracting Party's Group shall put at BMEMD's disposal, upon request, additional documents and electronic data files on the usage of the Licensed Data for BMEMD to accomplish further in-depth analysis.
- 9.4 Without prejudice to any other rights under this Agreement, if the Contracting Party's Group fails to comply with any of its obligations under this Clause or if, following receipt of written request from BMEMD or from the auditors appointed by BMEMD for this purpose, the Contracting Party's Group (i) does not ensure access to the relevant documents or the relevant technical infrastructures, (ii) does not provide the additional documents or electronic data files on the usage of the Licensed Data, pursuant to this Clause BMEMD shall be entitled to:
- a) Prepare an estimate of the additional amount to be paid, according to the charges listed in the relevant Annex (including, where appropriate, an estimate of the amounts not paid to BMEMD in previous periods) applying appropriate criteria, according to its reasonable and prudent discretion, and then invoice for the resulting amount, and/or
 - b) Call on the suspension of the Licensed Data provision, or the suspension of the Licence for the Licensed Data usage, until the obligations covered by this Agreement are duly fulfilled; and/or
 - c) Make the continuation of this Agreement conditional on the payment on account of reasonable monthly amounts. These payments on account shall be deducted from the sums payable by the Contracting Party pursuant to this Agreement.

10. LIABILITY

10.1 BMEMD

- 10.1.1 BMEMD shall make all reasonable and feasible efforts to ensure the accuracy, truthfulness and punctual distribution of the Licensed Data.
- 10.1.2 Licensed Data is distributed by BMEMD exclusively, for which BMEMD has no opportunity to review its accuracy or ensure the timely and complete distribution of such Licensed Data. Therefore, BMEMD shall not assume any liability for the correctness, completeness and timely distribution of the referred Licensed Data.
- 10.1.3 Given the current state of technology, data transmission is not free of risks of temporary interruption, partial unavailability or alterations.

However, if the service is interrupted for more than twenty-four (24) hours for causes attributable to BMEMD, the Parties hereby agree and accept that the Contracting Party shall be entitled to a deduction of the amount of the fee corresponding to the time lapse proportionate to the total number of trading sessions scheduled to take place during the current calendar year according to BME Group's trading calendar.

The Parties hereby agree and accept such deduction to be considered BMEMD's maximum limit of liability for its obligations and for the direct and indirect damages the Contracting Party's Group could eventually have to face as a result of the interruptions, delays or flaws affecting the Licensed Data.

10.2 THE CONTRACTING PARTY

- 10.2.1 The Contracting Party shall compensate BMEMD when the defective fulfilment or breach of its obligation to communicate prevents BMEMD from invoicing under the terms set forth in this Agreement, as well as in the event of omission or inaccuracy of the notices.
- 10.2.2 Likewise, the Contracting Party shall compensate BMEMD for any unauthorised Data usage or re-distribution by the Contracting Party's Group, its clients or any third parties.
- 10.2.3 The compensation will add up to an amount equivalent to 200% of the amounts not paid to BMEMD for as long as the situation remains.
- 10.2.4 Independently of such compensation, the Contracting Party shall refund, where appropriate, any audit expenses incurred by BMEMD.
- 10.2.5 Notwithstanding the above provisions, BMEMD may terminate this Agreement under the terms established in the termination clause hereto.

11. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS OVER THE DATA

- 11.1 The Contracting Party's Group acknowledges that all copyright and intellectual and/or industrial property rights of any nature over the Licensed Data and the online accessible

database shall remain the property of BMEMD exclusively, provided that these are not subject to intellectual and industrial property rights held by third parties.

- 11.2 The Contracting Party's Group undertakes to respect every copyright, intellectual and/or industrial property rights over third parties' Licensed Data held by such third parties.
- 11.3 The Contracting Party's Group acknowledges that the online accessible databases and data files that are the subject matter of this Agreement are the original work of BMEMD, and that BMEMD is therefore the holder of the intellectual and industrial property rights contained therein.
- 11.4 The Contracting Party's Group acknowledges BMEMD's major, qualitative and quantitative investment in terms of money, human and material resources, and time dedication, as well as that of the maintenance of the necessary infrastructure to obtain, check and display the data contents.

Consequently, the Contracting Party shall not sell, license, subrogate, transfer, convert, publish, reveal, copy or make such BMEMD Data available in any other manner to third parties, nor shall it use the BMEMD Data to provide services to a third party, nor shall it incorporate it, in whole or in part, into any other program, nor shall it use the BMEMD Data in the development or production of any derived product or extension, except for the purposes and in the cases specified in the Particular Conditions Section of this Agreement, or unless it has obtained the BMEMD's express prior written consent.

12. CONFIDENTIALITY

- 12.1 BMEMD shall keep confidential all information relating to the Contracting Party's Group under this Agreement. For this purpose, BMEMD shall comply with the provisions laid down BMEMD shall comply with the provisions laid down in the General Data Protection Regulation 2016/679/EU ("GDPR"), in the Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales (Constitutional Act 3/2018, of 5 December, on Personal Data Protection and guarantee of digital rights), and in any other applicable Spanish law on personal data protection, as well as with the provisions of this Agreement in this regard. In particular, BMEMD shall make the appropriate organisational arrangements to comply with the provisions of this Clause, and ensure its members of staff fulfil this obligation of confidentiality, both during the term of this Agreement and after its termination.
- 12.2 The Contracting Party's Group shall keep confidential all information supplied by BMEMD as confidential under this Agreement and shall not disclose it to third parties. For this purpose, the Contracting Party's Group shall comply with the provisions set forth in BMEMD shall comply with the provisions laid down in the General Data Protection Regulation 2016/679/EU ("GDPR"), in the Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales (Constitutional Act 3/2018, of 5 December, on Personal Data Protection and guarantee of digital rights), as well as with the provisions of this Agreement in this regard. In particular, the Contracting Party's Group shall make the appropriate organisational arrangements to comply with the provisions of this Clause, and ensure its

members of staff fulfil this obligation of confidentiality, both during the term of this Agreement and after its termination.

13. FORCE MAJEURE

For the purposes of this Agreement, force majeure means any cause beyond the Parties' control that prevents the performance of either Party's obligations under this Agreement. Either Party may suspend this Agreement on written notice to the other to the extent such failure was due to a force majeure event. If such force majeure event persists for fifteen (15) days from the receipt of the notice, the Agreement may be terminated and neither Party shall have any liability before the other.

14. VARIATIONS

- 14.1 BMEMD may introduce unilateral amendments to this Agreement, provided it gives the Contracting Party at least ninety (90) days' written notice prior to the date the amendment in question is to come into effect, be it via e-mail or by means of a written communication. Notices shall be given to the individuals and sent to the addresses listed for this purpose on Annex III hereto.
- 14.2 This Agreement and its Annexes shall only be amended in writing and with the approval of both Parties.

15. ENTIRE AGREEMENT

- 15.1 This Agreement and its Annexes constitute the entire understanding of the contract between the Parties, and voids and supersedes all prior agreements between them with regard to the e-Data Services use.

In the event of discrepancies between the provisions set forth in the Agreement and those specified in its Particular Conditions Section, the provisions of the Agreement shall always prevail.

- 15.2 In the event any Clause of this Agreement is held to be void or unenforceable, the remaining provisions of this Agreement will nevertheless continue in full force and effect, and the Parties hereby undertake to negotiate in good faith the replacement of the Clause held to be void or unenforceable for another having an equivalent content but not incurring in the grounds for declaring it void or unenforceable.

16. NOTICES

- 16.1 Notices shall be given to the individuals and sent to the addresses identified for this purpose, in accordance with the particulars set forth in Annex III to this Agreement.
- 16.2 Every communication between the Parties regarding issues that affect the performance or the termination of this Agreement shall be given in writing through urgent registered post with signed delivery receipt, or electronically, using a legally recognised signature procedure, without prejudice of an advance notice by e-mail, telephone call, telegram or fax.

ANNEX I

LICENSED DATA

E-Data Services:

This service grants permanent access to the BMEMD site login area to consult the online database. E-Data Services online database displays the following information contents:

Product	Internal Use	Redistribution
»6000. Global BME		
»»6110. Fixed Income		
»»6110.Total Access	<input type="checkbox"/>	<input type="checkbox"/>
»» 6111.Prices and Volumes, Trades and Quotes Information (RFPV)	<input type="checkbox"/>	<input type="checkbox"/>
»» 6112.Master Data Information (RFMV)	<input type="checkbox"/>	<input type="checkbox"/>
»» 6113.Corporate Actions Information (RFHR)	<input type="checkbox"/>	<input type="checkbox"/>
»» 6114.Statistical Information (RFAN)	<input type="checkbox"/>	<input type="checkbox"/>
»» 6115.Indices Information (RFIN)	<input type="checkbox"/>	<input type="checkbox"/>
»» 6116.Bulletins and periodical publications (RFBO)	<input type="checkbox"/>	<input type="checkbox"/>
»» 6117.Access by ISIN code	<input type="checkbox"/>	N/A

ANNEX II
FEES (VAT excluded)

SUBSCRIPTION	Internal use	Redistribution fee
»6000. Global BME		
»»6110. Fixed Income		
»»6110.Total Access	2,222.69 EUR	11,113.44 EUR
»» 6111.Prices and Volumes, Trades and Quotes Information (RFPV)	66.68 EUR	333.40 EUR
»» 6112.Master Data Information (RFMV)	1,511.43 EUR	7,557.14 EUR
»» 6113.Corporate Actions Information (RFHR)	889.08 EUR	4,445.38 EUR
»» 6114.Statistical Information (RFAN)	333.40 EUR	1,667.02 EUR
»» 6115.Indices Information (RFIN)	26.67 EUR	133.36 EUR
»» 6116.Bulletins and Periodical Publications (RFBO)	333.40EUR	1,667.02 EUR

Quarterly fees.

»» 6117.Access by ISIN Code. Service Access.	111.13 EUR / year
»» 6117. By each ISIN code	5.55 EUR / ISIN

Payment Method

☐ Direct Debit (only for residents in Spain):

BANK	BRANCH	D.C.	ACCOUNT NUMBER

Account Holder:

Name and Surname	
NIF/CIF	
Address	
Postal Code	
City	

☐ Bank Transfer:

- IBAN ES9601490101110306567001
- SWIFT CODE BNPAESMSXXX

ANNEX III

NOTICES

I. Contracting Party

CONTRACTUAL CONTACT	
Name	
Department	
Address	
Telephone number	
E-mail	
TECHNICAL CONTACT	
Name	
Department	
Telephone number	
E-mail	
ADMINISTRATIVE CONTACT	
Name	
Department	
Telephone number	
E-mail	

II. BME MARKET DATA S.A.

CONTRACTUAL CONTACT	
Name	Santiago Ximénez
Department	BME Market Data
Address	Palacio de la Bolsa, Plaza de la Lealtad 1, 28014 Madrid
Telephone number	+34 91 709 58 10
E-mail	marketdata@grupobme.es
TECHNICAL CONTACT	
Name	Enrique Maestro
Department	BME Market Data
Telephone number	+34 91 709 58 10
E-mail	marketdata@grupobme.es
ADMINISTRATIVE CONTACT	
Name	
Department	Facturación
Telephone number	+34 91 709 51 83
E-mail	facturacion@grupobme.es