



# QUOTE MTF Ltd.

## VENDOR AGREEMENT

### 1. QUOTE MTF ACCESS SERVICE

We, QUOTE MTF Ltd. (“QUOTE MTF”, “QUOTE”, “QMTF” or “we”, “us”, “our” and like terms) incorporated and registered in Hungary with company number 13-10-041056 whose business address is at Szabadság street 301. 2040 Budaörs, operate an authorised Multilateral Trading Facility (“MTF”) as defined in the Markets in Financial Instruments Directive (Directive 2004/39/EC of the European Parliament and Council) for trading in equity securities listed on regulated markets of the European Economic Area (“EEA”).

We agree to provide you (the “Vendor”, or “you” and like terms) access to our QUOTE Multilateral Trading Facility in order to transmit QMTF Trading Data (defined below) to one or more end-users (“End-Users”) (the “Service”). Appendix “A” details our fees charged to you for the Service.

### 2. END-USERS

- a) You agree to maintain a log of all End-Users, the scope of QMTF Trading Data provided to each End-User and the dates on which such data was provided to them.
- b) All QMTF Trading Data shall be supplied by us for free, although we reserve the right on fifteen (15) Business Days notice, to commence charging for QMTF Trading Data. You shall be permitted to charge End-Users such fee as you reasonably determine are commercially equivalent to similar data provided to them.
- c) At such time that we commence to charging data, you and we shall also define the terms by which you shall ensure End-Users are not, in turn, redistributing the data or are doing so as permitted redistributors.

### 3. CONNECTIVITY

Unless otherwise agreed in writing, you, and not we, are responsible for providing and maintaining all necessary electronic communications with QMTF, including, wiring, computer hardware, software, communication line access, and networking devices.

### 4. DATA

- (a) “QMTF Trading Data” comprises all publicly available pre-trade order data and post-trade transaction data generated by trading activity on QMTF. You shall comply with any limitations imposed by us on the use of QMTF Trading Data. All QMTF Trading Data is protected by copyright and we reserve all intellectual property rights therein.
- (b) You shall not alter the QMTF Trading Data in a manner that renders it incorrect or misleading.
- (c) We and our affiliates may, in our sole discretion, resell, market, license or assign any or all QMTF Trading Data to any other person, or otherwise use any or all such data as we or our affiliates see fit (subject only to our commitment to Subscribers, as set out in the QUOTE Subscriber Agreement, to maintain their anonymity in connection with their particular QMTF orders and trades). Such uses may include order processing, trade matching, providing our clearing agent with clearing and settlement instructions, regulatory reporting, marketing and market data sales.



## **5. WARRANTIES.**

- (a) NEITHER WE NOR ANY AFFILIATE OF OURS MAKES ANY WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE SEQUENCE, ACCURACY, COMPLETENESS OR TIMELINESS OF THE SERVICE OR THE QMTF TRADING DATA. WITHOUT LIMITING THE FOREGOING, ALL EXPRESS OR IMPLIED, DIRECT OR INDIRECT, REPRESENTATIONS, WARRANTIES AND CONDITIONS IN RESPECT OF THE SERVICE OR THE QMTF TRADING DATA ARISING OR IMPLIED BY STATUTE, CUSTOM, USAGE OF TRADE, COURSE OF PERFORMANCE, COURSE OF DEALING OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.
- (b) There is no assurance that the Service will meet your technical requirements, be error free, or operate without interruption or delay. You acknowledge that all or portions of our Service may be unavailable from time to time.

## **6. REPRESENTATIONS AND WARRANTIES OF QUOTE MTF**

We represent and warrant to you that:

- (a) we are, and for the term of this Agreement will remain, duly registered in Hungary as an investment firm carrying on the business of operating a Multilateral Trading Facility (as defined under MiFID); and
- (b) to the best of our knowledge after due inquiry, use of our Service by you and the use of QMTF Trading Data by any of your End-User customers shall not constitute an infringement of any patent, copyright, trademark, trade secret or other proprietary right.

## **7. REPRESENTATIONS AND WARRANTIES OF VENDOR**

You represent and warrant to us that:

- (a) you are registered and/or qualified in those jurisdictions where your business requires such registration and/or qualification; and
- (b) to the best of your knowledge after due inquiry, your systems and protocols used to disseminate QMTF Trading Data shall not constitute an infringement of any patent, copyright, trademark, trade secret or other proprietary right.

These representations and warranties shall be deemed to be made anew by you each time you use the Service.

## **8. LIMITATIONS OF LIABILITY; INDEMNITY**

- (a) Subject to subsections (b) and (c) below, we, on the one hand, and you, on the other hand (each being an "Indemnifying Party"), shall defend, indemnify and save the other (together with their or its shareholders, directors, officers, employees, agents, representatives and independent contractors, the "Indemnified Party") harmless of and from any loss, liability, claim, damage or expense (whether or not involving a third-party claim), including reasonable legal fees and disbursements (collectively, "Damages"), suffered by, imposed upon or asserted against the Indemnified Party as a result of, in respect of, connected with, or arising out of, under, or pursuant to any failure by the Indemnifying Party to perform or fulfil any of its obligations under this Agreement, or any incorrectness in, or any breach of, any representation or warranty given by the Indemnifying Party contained in this Agreement.



- (b) IN NO CIRCUMSTANCES WILL AN INDEMNIFYING PARTY BE LIABLE TO AN INDEMNIFIED PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF OPPORTUNITY AND LOSS OF USE) RESULTING FROM OR ARISING OUT OF THE SERVICE, THE DISSEMINATION OF QMTF TRADING DATA, OR ARISING OUT OF ANY FAILURE, BREACH, NEGLIGENCE OR DEFAULT BY IT UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.
- (c) We shall not be liable for any Damages arising from any failure of QMTF hardware or software except if and to the extent that such is caused by our gross negligence or wilful misconduct, for which we will be liable for your Damages up to (but in no event in excess of, in the aggregate) the greater of (a) the amount of annual payments received from you, and (b) EUR 20,000.

## 9. CONFIDENTIALITY

- (a) **Scope of Confidentiality.** For the purposes of this Agreement, the term “Confidential Information” shall mean information about the disclosing party’s business activities that is proprietary and confidential, which will include all business, financial, technical and other information of a party marked or designated as “confidential” or “proprietary,” or information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iii) the receiving party knew prior to receiving such information from the disclosing party or develops independently without reference to the Confidential Information received from the disclosing party. For greater certainty, the terms of this Agreement shall constitute our Confidential Information.
- (b) **Non-Disclosure.** We and you each agree: (i) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other, except as provided in and for the purposes of this Agreement; and (ii) except as provided in this Agreement, that it will take reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control.
- (c) **Permitted Disclosures.** Notwithstanding the foregoing, we and you may disclose Confidential Information: (i) to the extent required by a court of competent jurisdiction or other governmental, securities regulatory authority or other regulatory or self-regulatory organization, or otherwise as required by law or for compliance with regulatory or self-regulatory requirements; (ii) to its legal counsel or accountants as necessary in the ordinary course of its business; (iii) on a “need-to-know” basis under an obligation of confidentiality to its banks and other financing sources and their advisors; (iv) in the event of a legal dispute between the parties; and (v) as expressly provided for elsewhere in this Agreement.

## 10. TERM AND TERMINATION

- (a) The term of this Agreement shall be indefinite, provided that it may be terminated by you or us at any time and for any reason upon 30 days’ prior written notice, in each case without prejudice to obligations arising prior to termination and subject to any provisions that survive termination
- (b) We may also terminate this Agreement or suspend the operation of QMTF if the marketplace is unable to continue to operate due to third party actions or we conclude that QMTF’s system integrity has been compromised.



- (c) In addition, we may immediately suspend or terminate the Service to you if we reasonably conclude that:
  - (i) you have breached a material term of this Agreement (including without limitation the provisions of subsections 4(a) or (b) or section 9); or
  - (ii) your system is not secure or is not able to reliably capture and retrieve the information required under Section 2(a) above.
- (d) Upon termination, you will continue to be obligated to pay fees incurred up to and including the date of termination.
- (e) Sections 4(a), (b) and (c), 5, 6, 7, 8, 9 and 10(d) shall survive termination of this Agreement.

## 11. AMENDMENTS

We may make amendments to this Agreement by 30 days' prior written notice to you (unless otherwise specified in this Agreement). Your continued use of the Service following such effective date shall constitute acceptance of the amendment.

## 12. MISCELLANEOUS

- (a) **Definitions.** In this Agreement, "Business Day" means a trading day as recognized and published by QMTF; and "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement (including, for greater certainty, the attached Appendix), and not to any particular Section, subsection or other portion thereof.
- (b) **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of Hungary without regard to conflict of laws principles. The parties agree that all disputes arising from or in connection with this Agreement, its breach, termination, validity or interpretation shall be exclusively decided by the Permanent Court of Arbitration of the Money and Capital Markets, Budapest in accordance with its own Rules of Proceedings.
- (c) **Language.** The parties confirm their express wish that this Agreement, as well as all other documents related to it, including notices, shall be drawn up in the English language only, and declare themselves satisfied therewith.
- (d) **No Partnership.** Nothing contained in this Agreement shall make or constitute you and us as partners of the other. Neither we nor you shall owe any fiduciary duties to the other.
- (e) **Notices.** Any notice, direction or other communication (collectively, "Notice") given regarding the matters contemplated by this Agreement shall be in writing and shall be given by personal delivery or by confirmed e-mail transmission, addressed as follows:
  - i. to us at:
    - Szabadság út 301.
    - 2040 Budaörs
    - Hungary
  
    - Attention: Chief Executive Officer
    - e-mail: [madlena@quotemtf.com](mailto:madlena@quotemtf.com)
  - ii. to you at the mailing address, facsimile and e-mail address set out on the execution page of this Agreement.



Except as provided herein, any Notice shall be validly and effectively given (i) if personally delivered, on the date and time of such delivery if such date is a Business Day and such delivery was made prior to 4:00 p.m. (local time in the place of receipt) and otherwise as of 9:00 a.m. (local time in the place of receipt) on the next Business Day, or (ii) if transmitted by facsimile, as of the time of transmission if the confirmation of transmission by the originating facsimile records a time between 9:00 a.m. and 5:00 p.m. (local time in the place of receipt) on a Business Day, and otherwise as of 9:00 a.m. (local time in the place of receipt) on the next Business Day, or (iii) if sent by e-mail transmission, as of the time when a delivery receipt is generated by the addressee's e-mail server if the delivery receipt records a time between 9:00 a.m. and 5:00 p.m. (local time in the place of receipt) on a Business Day, and otherwise as of 9:00 a.m. (local time in the place of receipt) on the next Business Day. You and we may change our address for service from time to time by providing a Notice in accordance with the foregoing, and any subsequent Notice shall be sent to such person at its changed address. Any element of a person's address that is not specifically changed in a Notice shall be deemed not to be changed.

- (f) **Counterparts.** This Agreement may be executed in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- (g) **No Waiver.** No failure on the part of you or us to exercise, and no delay by you or us in exercising, any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any right by you or us preclude any other or further exercise of the right or the exercise of any other right.
- (h) **Successors and Assigns.** This Agreement shall be binding upon and endure to the benefit of you and us and your and our respective successors and permitted assigns. You may not assign or transfer this Agreement or any of your rights hereunder, whether directly or indirectly, to any other person without first obtaining our written consent, which consent shall not be unreasonably withheld or delayed if such assignee complies with all the requirements contained in this Agreement. We may assign and transfer all of our rights and responsibilities as operator of the QMTF marketplace (including this Agreement) to any other person duly registered and qualified to operate a regulated marketplace or a Multilateral Trading Facility upon providing 30 days' prior written notice to you, whereupon in such event we shall be released from all subsequent obligations arising under this Agreement, which shall be the responsibility of the successor marketplace operator.
- (i) **Severability.** If any provision of this Agreement shall be deemed by any arbitrator, court or regulator of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.
- (j) **Force Majeure.** Neither you nor we shall be responsible to the other for non-performance or delay in performance occasioned by any causes beyond our respective control including, without limitation, acts of civil or military authorities, strikes, lockouts, embargoes, insurrections, acts of God, acts or orders of government, war, terrorist acts, or a change in applicable laws, rules, policies, regulations or regulatory or self-regulatory requirements or the enforcement thereof. In any such event, notwithstanding anything to the contrary contained herein and without limiting any other rights, we shall be entitled to terminate and unwind any or all then unsettled transactions, without any liability therefor whatsoever.
- (k) **Further Assurances.** You and we agree to co-operate with and assist the other party and take such action as may be reasonably requested by the other party to implement and carry into effect this Agreement to its full extent.



- (l) **Currency.** Unless otherwise expressly specified, all amounts referred to herein shall be denominated in Euro.
- (m) **Time of Essence.** Time shall be of the essence.
- (n) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, in respect of the subject matter described in this document.
- (o) **No Third Party Rights.** Except as expressly otherwise provided herein, no one but the parties shall be entitled to any rights under this Agreement.





Appendix "A"

**Fess schedule**

**Final page of the QMTF MTF Vendor Agreement**