

DORA Appendix to the Master Agreement for the Delivery of Securities Information from the Wertpapier-Service-System (WSS) of Deutsche Börse AG

Version 1.1

Preamble

Deutsche Börse AG ("**DBAG**") and the Recipient (jointly referred to as the "**Parties**") have entered into the Master Agreement for the Delivery of Securities Information from the Wertpapier-Service-System (WSS) of Deutsche Börse AG (the "**Agreement**"). This DORA Appendix only applies if the Recipient and/or the Recipient's Customer is/are subject to DORA as so-called financial entity pursuant to Article 2(2) DORA.

Purpose of this DORA Appendix to the Agreement ("**DORA Appendix**") is to implement all requirements deriving from DORA and which apply to the relationship established by the Agreement.

Against this background, the Parties agree the following:

Part 1 General

1. Definitions

For the purpose of this DORA Appendix the following definitions shall apply.

1.1 Agreement

shall have the meaning ascribed to such term in the Preamble.

1.2 BRRD

means DIRECTIVE 2014/59/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council and its national implementation laws.

1.3 Business Day

shall refer to a business day in Frankfurt/Main, Germany which is not a local holiday.

1.4 CIA-Terms

is defined in Section 5.1.

1.5 Recipient's Customer

means a financial entity (as defined in Article 2(2) DORA) to which Recipient directly or indirectly provides ICT-Services either as a result of a direct contractual relationship with such financial entity or as a result of a chain of contracts which facilitates an ICT service provisioning to such financial entity.

1.6 Competent Supervisory Authority

means the competent Lead Overseer appointed pursuant to Article 31(1) DORA, each competent authority having supervisory power over Recipient or Recipient's Customer, including the European Central Bank, national central banks, and Resolution Authorities.

1.7 DBAG

shall have the meaning ascribed to such term in the Preamble.

1.8 Dedicated Contact Person

shall have the meaning ascribed to such term in Section 3.1.

1.9 DORA

means REGULATION (EU) 2022/2554 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (EC) No 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011 and any Regulatory Technical Standard (RTS) and Implementation Technical Standard (ITS) developed as mandated under that regulation.

1.10 DORA Appendix

shall have the meaning ascribed to such term in the Preamble.

1.11 ICT

means information and communication technology.

1.12 ICT-related Incident

means a single event or a series of linked events unplanned by the Recipient or Recipient's Customer that compromises the security of the network and information systems, and have an adverse impact on the availability, authenticity, integrity, or confidentiality of data, or on the services provided to the Recipient or Recipient's Customer.

1.13 ICT Services or Services

refers to the services outlined in Annex 2.

1.14 Losses

shall have the meaning ascribed to such term in Section 1(5) of Annex 1.

1.15 Professional Services

is defined in Section 1 of Annex 1.

1.16 Resolution Authorities

means a public authority that, either alone or together with other authorities, is responsible for the resolution of financial institutions established in its jurisdiction (including resolution planning functions), including the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) or, to the extent the duties to be fulfilled or powers to be exercised by such public authority pursuant to Regulation (EU) No 806/2014 are fulfilled or exercised by the Single Resolution Board, the Single Resolution Board.

1.17 Service Location

is defined in Section 4.2.

1.18 Service Reports

shall have the meaning ascribed to such term in Section 12.1.

1.19 Subcontractor

means any third party engaged by DBAG for the performance of all or parts of the ICT Services in connection with the Agreement.

1.20 Parties

shall have the meaning ascribed to such term in the Preamble.

1.21 Third Party Auditor

shall have the meaning ascribed to such term in Section 14.7.

2. Subject and scope of the DORA Appendix

2.1 DBAG and Recipient have entered into the Agreement under which DBAG is obliged to provide ICT-Services to Recipient or Recipient's Customers.

2.2 The terms and conditions in Part Two "Common Requirements" apply to all ICT-Services under the Agreement. The terms and conditions in Part Three "Requirements for ICT-Service supporting Critical or Important Functions" apply in addition to the requirements in Part Two for all ICT-Services which support critical or important functions to Recipient or Recipient's Customer. Recipient will inform DBAG about the respective designation of an ICT-Service as supporting critical or important functions and may change such designation at any time by providing written notice to DBAG (e-mail sufficient). DBAG shall confirm the reception of such notification without undue delay. With such confirmation, Part 3 shall apply automatically or, in case of a change of a designation and its notification, Part 3 applies or does not apply in accordance with the changed designation and DBAG's confirmation of the reception of the notification.

2.3 This DORA Appendix only applies if the Recipient and/or the Recipient's Customer is/are subject to DORA as so-called financial entity pursuant to Article 2(2) DORA. For the avoidance of doubt, this DORA Appendix applies only to ICT-Services, not to services provided in accordance with the Agreement which do not constitute an ICT-Service. In the event that the legislation or the administrative practice with respect to the scope of DORA changes (in particular with respect to the definition of the term ICT-Service and the activities falling under such service), this DORA Appendix shall not apply to such identified ICT-Services that are not in scope of DORA in light of changed legislation or administrative practice. This legal consequence shall apply automatically.

2.4 Upon request by DBAG, Recipient shall provide information on the applicability of DORA to Recipient or Recipient's Customer each as financial entity (as defined under DORA). In the event Recipient's Customer is to be considered as financial entity (as defined under DORA), Recipient shall enable DBAG to identify such client and shall provide contact details. DBAG reserves the right to terminate this DORA Appendix if it cannot be made plausible that either Recipient or Recipient's Customer is subject to DORA as financial entity (as defined under DORA). The latter shall constitute a right to terminate for cause in accordance with Section 10(3) of the Agreement (solely with respect to this DORA Appendix).

2.5 In case of any conflict between the provisions set forth in this DORA Appendix and those set forth in the Agreement, the provisions of this DORA Appendix will prevail, unless explicitly stated otherwise in this DORA Appendix. This DORA Appendix forms an integral part of the Agreement. Where in the Agreement, the term "Agreement" is being used, it shall also include this DORA Appendix. Section 11 of the Agreement applies. In case of any contradictions or discrepancies between a provision of the main body of this DORA Appendix and any of its Annexes, the provision of the main body of this DORA Appendix shall prevail unless explicitly stated otherwise in this DORA Appendix or the relevant Annex.

2.6 This DORA Appendix remains in effect until the Agreement, or the ICT-Service(s) governed by it is terminated or expired.

2.7 The final responsibility with respect to the DORA compliance remains with the Recipient.

3. Dedicated Contact Persons or Collective Mailboxes

3.1 The Parties' contact persons (or collective e-mailboxes) as stated in the Agreement are responsible for any communication under this DORA Appendix ("**Dedicated Contact Persons**"). Any change regarding one of Dedicated Contact Persons will be notified to the other party one (1) month before the change becomes effective. In this context, a Dedicated Contact Person will be appointed as replacement. If prior notification is not possible, the notification must be made to the other party immediately (no later than three (3) Business Days) after the change becomes known.

3.2 Unless explicitly stated otherwise, all formal communication in relation to ICT-Services must be made through the Dedicated Contact Persons (incl. the designation of an ICT-Service as supporting a critical or important function of the Recipient).

3.3 If no Dedicated Contact Persons has been appointed by the Parties, the Parties shall appoint them through Annex 2.

Part 2 Common Requirements

4. ICT-Service Description and Service Location

4.1 DBAG will regularly review the service description and provide for updates or revisions, if required and in accordance with the amendment requirements of the Agreement in this respect.

4.2 The locations, namely the regions or countries, where the contracted or subcontracted functions and ICT-Services are to be provided and where data is to be processed, including the storage location (hereinafter collectively the "**Service Location**") are set forth in Annex 2 hereto. DBAG shall notify Recipient in advance if DBAG envisages changing such Service Location.

5. Data

5.1 DBAG has implemented and maintains technical and operational measures directed at maintaining the authenticity, integrity and confidentiality of Recipient's and Recipient's Customer data, including personal data (if any) and keep them available for Recipient's and Recipient's Customer. This obligation is subject to the further terms addressing authenticity, availability integrity and confidentiality of data (hereinafter the "**CIA-Terms**") included in the Agreement and any agreements on the protection of personal data (if any) relating thereto. A list of the CIA-Terms can be found in Annex 2 hereto.

5.2 DBAG will upon its insolvency, resolution, discontinuation of DBAG's business operations, termination of the Agreement (and restricted to the data processed under such Agreement) and upon (written) request of Recipient (request to be filed within fourteen (14) calendar days) return Recipient's and Recipient's Customer's personal and non-personal data to Recipient, or if agreed with Recipient, make such data accessible to, or recoverable by, Recipient's Customer.

6. ICT-Service Level Descriptions

The Agreement shall entail service level descriptions, including updates and revisions thereof. The Parties agree on the amendments set forth in Annex 2 hereto with respect to the service level descriptions. DBAG will regularly review the service level description and provide for updates or revisions, if required.

7. ICT Incident Assistance

Upon request, DBAG shall provide assistance to the Recipient when an ICT-related Incident that is related to a service provided to the Recipient occurs. Any assistance to ICT-related Incidents which are not caused by DBAG (e.g. force majeure or incidents caused by the Recipient) shall be considered as Professional Services subject to Annex 1 hereto.

8. Cooperation with Competent Supervisory Authorities and Resolution Authorities

DBAG shall fully cooperate with the Competent Supervisory Authorities and the Resolution Authorities of Recipient or Recipient's Customer, including persons appointed by them.

9. Termination Rights with respect to ICT-Services

- 9.1 In addition to the termination rights as set out in the Agreement, the Recipient has the right to terminate the relevant ICT-Service or Agreement for cause with a termination notice period of 30 calendar days to the end of a calendar month and after a reasonable rectification period and with the expiration of the aforementioned period without any rectification (unless the applicable law or the Competent Supervisory Authorities require otherwise) in the following cases:
- a. significant breach by DBAG of applicable laws, regulations or contractual terms related to ICT-Service.
 - b. circumstances identified throughout the monitoring of ICT third-party risk that are deemed capable of altering the performance of the functions provided through the contractual arrangement, including material changes that affect the arrangement or the situation of the DBAG as ICT third-party service provider;
 - c. DBAG's evidenced weaknesses pertaining to its overall ICT risk management and in particular in the way it ensures the availability, authenticity, integrity and, confidentiality, of data, whether personal or otherwise sensitive data, or non-personal data;
 - d. where instructions are given by the Recipient's or Recipient's Customer's Competent Supervisory Authority, e.g. in the case that the competent authority is, caused by the Agreement, no longer in a position to effectively supervise the Recipient or Recipient's Customer;
- and
- e. where required under a BRRD regime.
- 9.2 DBAG shall not be entitled to exercise any of DBAG's termination rights where DBAG as (ICT) service provider is legally prevented under BRRD, by a Competent Supervisory Authority or a Resolution Authority to exercise its termination rights.
- 9.3 The effects of the termination are subject to the provisions of the Agreement and this Section 9 does not prevail over the Agreement in this respect.

10. Security Awareness Training

- 10.1 DBAG has developed ICT security awareness programmes and digital operational resilience trainings in accordance with Art. 13(6) DORA. If ICT-related incidents indicate an insufficient level of ICT security awareness or digital operational resilience, Recipient may request in writing from DBAG that DBAG's personnel involved in the provision of the ICT-Services shall take part in the Recipient's ICT security awareness programmes and digital operational resilience training. DBAG may reject such request if the Parties do not agree that the respective programme or training is appropriate as laid down in Article 13(6) last sentence DORA.

- 10.2 In particular, an appropriateness is not given in the following events: (i) DBAG considers in its reasonable discretion that the Recipient's ICT security awareness programmes and digital operational resilience training would not have prevented the ICT-related incident (if occurred), (ii) if in relation to the same ICT-related incident DBAG's personnel has already taken part in the ICT security awareness programme and digital operational resilience training of another Recipient governed under DORA or (iii) if DBAG's personnel has in the respective calendar year already participated in the ICT security awareness programme and digital operational resilience training of the same Recipient.

Part 3 DORA Requirements for ICT-Services supporting Critical or Important Functions

11. ICT-Service Description including Performance Targets, Monitoring

- 11.1 A full-service level description of the ICT-Services supporting critical or important functions is included in Annex 2 hereto. DBAG will regularly review the service description, the service levels and the performance targets and provide for updates or revisions, if required and in accordance with the amendment requirements of the Agreement in this respect.
- 11.2 The Parties agree that DBAG will be subject to monitoring by the Recipient when performing the ICT-Services supporting critical or important functions. For the avoidance of doubt, monitoring may also extend to DBAG's Sub-contractors, unless these are of relevance for the ICT-Service provided.

12. Service Reports

- 12.1 DBAG will make reports concerning the ICT-Services supporting critical or important functions available to the Recipient on a regular basis ("**Service Reports**"). In addition, DBAG will inform the Recipient without undue delay about any development that may have a material impact on DBAG's ability to provide the ICT-Services supporting critical or important functions effectively and in compliance with applicable laws and regulatory requirements.
- 12.2 Unless otherwise agreed, DBAG may define the format and reported data of the Service Reports in its reasonable discretion, but subject to the requirements established by DORA. The intervals are defined in Annex 2 hereto.

13. IT Security, Business Contingency Plans

- 13.1 DBAG has implemented IT-security measures, tools and policies for the performance of the ICT-Services supporting critical or important functions. DBAG's security measures, tools and policies are intended to provide an appropriate level of security for the provision of the critical or important function of the Recipient which is supported by the relevant ICT-Service provided by DBAG and which is intended to be in line with Recipient's regulatory framework.
- 13.2 DBAG has implemented and periodically tests business contingency plans taking into account regulatory requirements. The business contingency plans are intended to reduce any interruption in the provision of the ICT-Services supporting critical or important functions or degradation thereof to a reasonable minimum and shall foresee reasonable measures to ensure availability of the ICT-Services supporting critical or important functions.
- 13.3 The applicable IT security policies and standards, implemented measures, the business contingency plans as well as any changes thereto will be determined by DBAG in DBAG's own reasonable discretion taking into account relevant regulatory and legal requirements, including, but not limited to, guidance provided by the Competent Supervisory Authorities.

14. Information, Inspection, Audit and Access Rights

- 14.1 The Parties agree that the Recipient, the Recipient's Customer, the Competent Supervisory Authorities as well as the third parties commissioned by them are individually entitled to exercise information, inspection, audit and access rights relating to the ICT-Services supporting critical or important functions. If the Recipient commissions a recognized third-party auditor to exercise its rights mentioned in this Section 14.1, the Recipient shall require this third-party to enter into a non-disclosure agreement with DBAG prior to the exercise of its rights. Additionally, Recipient shall exercise a conflict check in order to prevent a conflict of interest. DBAG may reject the third-party in the event of a conflict of interest of the third party.
- 14.2 Information, inspection, audit, and access rights include on-site inspections at DBAG' premises in accordance with this Section 14.2. The sole purpose and scope of information, inspection, audit and access rights is to evaluate whether DBAG meets the relevant requirements applicable to the ICT-Services supporting critical or important functions deriving from DORA. The Recipient, third parties acting on behalf of the Recipient and Competent Supervisory Authorities shall have effective access to data and premises relating to the use of ICT services supporting critical or important functions. As a principle, inspections must be made during normal business hours and are subject to prior written notification of the Recipient, the Recipient's Customers and auditors or third parties acting on behalf of them which has to be made at least three (3) months before to the planned on-site inspection. On-site inspections can be made outside business hours and / or without the aforementioned period for prior notice if necessary due to an emergency or crisis situation, or if they prevent that the information, inspection, audit, and access rights are compromised, or otherwise required pursuant to applicable regulatory law. In this event, prior notice will be provided by the Recipient, the Recipient's Customers and third parties commissioned by them with the audit as early as and to the extent possible.
- 14.3 The Recipient agrees to the use of pooled audits organized jointly with other Recipients of DBAG and performed by them or by a third party appointed by them if DBAG has suggested a pool audit and the use of a pool audit is practicable.
- 14.4 Information, inspection, audit, and access rights of the Competent Supervisory Authorities as well as of the third parties commissioned by them with the audit include the obligation of DBAG to provide all information and documents required for their supervisory activities (incl. the right to copy relevant documents on-site if they are critical to the operations of DBAG). Regarding the exercise of audit or inspection rights exercised by Recipient (or a third party commissioned by Recipient), Recipient agrees to rely on third-party certifications, third-party or internal audit reports or any other similar review documentation made available by DBAG to the extent permitted under DORA. The Recipient may request, with a frequency that is reasonable and legitimate from a risk management perspective, modifications of the scope of the certifications or audit reports to other relevant systems and controls.
- 14.5 DBAG undertakes to cooperate with all legal requests and actions of Competent Supervisory Authorities and third parties commissioned by them in good faith. The Recipient agrees that DBAG may make any documents, data, and information available upon request by Competent Supervisory Authorities or third parties commissioned by them.
- 14.6 The results of DBAG' own internal audit in relation to the ICT-Services supporting critical or important functions may be made available to the Recipient upon request, in particular for the purpose of checking any defects found. DBAG further may make the audit results relating to the ICT-Services supporting critical or important functions available to the internal audit division, the compliance division and other divisions with control tasks of the Recipient and the Competent Supervisory Authorities as well as the auditors commissioned by them and the Recipient's auditor upon written request.
- 14.7 DBAG may choose to subject the ICT-Services to audits by a third party auditor (hereinafter referred to as "**Third Party Auditor**"), such audits being conducted in compliance with accepted international audit standards. DBAG shall grant the Third Party Auditor the rights of information, inspection, admittance and access (including access to data bases) and shall give the Third Party Auditor all information and provide

all documents regarding the respective operational business area which they require for their supervisory activity. DBAG may choose to disseminate these audit reports, which constitute confidential information, to Recipient. Prior to conducting an audit, Recipient shall take into account the audit report disseminated by DBAG. Recipient shall omit further audits with regard to facts which have already been subject of the audits conducted by the Third Party Auditor.

14.8 All costs and expenditures which result from exercising of the information, inspection, audit, and access rights by the Recipient, Recipient's Customers, Competent Supervisory Authorities, or third parties commissioned by them will be borne by the Recipient (as outlined in Annex 1 hereto).

14.9 A Recipient, Recipient's Customer, a Competent Supervisory Authority or a third party appointed by them and who is conducting an audit shall be subject to a non-disclosure agreement. DBAG reserves the right to conduct a conflict check prior to granting access to critical premises or IT systems. In case of a conflict, DBAG reserves the right to request the involvement of a Third Party Auditor. When conducting an audit, the aforementioned parties are subject to the physical security policies of DBAG.

15. Transition after a Termination

15.1 Upon request by the Recipient and to the extent necessary to (i) reduce the risk of disruption of the ICT-Services supporting a critical or important function of the Recipient, (ii) to ensure the Recipient's or Recipient's Customer's effective resolution and restructuring or (iii) to migrate to another ICT third party service provider or an in-house solution of the Recipient (where permitted under the Agreement), DBAG will, beyond the time of termination, continue to provide the ICT-Services supporting critical or important functions in accordance with the Agreement and this DORA Appendix for a transition period of no longer than three (3) calendar months (extensions to be agreed between the Parties). In exchange for rendering the ICT-Services supporting a critical or important function of the Recipient during the transition period and other expenses pursuant to Annex 1, DBAG will receive the remuneration agreed in the Agreement. As far as relevant, the Agreement, including the DORA Appendix, will be deemed to remain in force for the transition period. A request of the Recipient for provision of post-contractual services by DBAG must be made by the Recipient to DBAG. The request must be in writing (e-mail to suffice) together with the termination notice, or, in the event DBAG terminates, without undue delay after the reception of the termination notice issued by DBAG. The request shall include all relevant details which are of relevance, incl. which ICT-Service supporting a critical or important function of the Recipient shall be continued.

16. Reporting of Major ICT-related Incidents

16.1 DBAG has policies and guidelines intending to support by way of providing information to facilitate the Recipient in the preparation of notifications and reports they are subject to pursuant to Art. 19(4) DORA.

17. Subcontracting

17.1 Regarding the ICT-Services, the Parties agree that DBAG may subcontract ICT activities and functions to third parties (together referred to as "Subcontractors") subject to the following requirements:

(a) DBAG enters into a written subcontracting agreement with each Subcontractor. Such subcontracting agreement reflects, where relevant, the requirements as agreed in this DORA Appendix and to the extent required by DORA. In particular, the following requirements shall be considered in such agreement:

(i) the location and ownership of data processed or stored by the Subcontractor, where relevant;

- (ii) the monitoring and reporting obligations of the Subcontractor towards DBAG, and where relevant, towards Recipient and/or Recipient's Customer when acting as financial entity pursuant to Art. 2(2) DORA;
 - (iii) the incident response and business continuity plans in accordance with Article 11 of DORA and service levels to be met by the Subcontractors;
 - (iv) the ICT security standards and any additional security features, where relevant, to be met by the Subcontractor in line with Commission Delegated Regulation (EU) 2025/532 and that the Subcontractor is also required to participate in digital operational resilience testing as referred to Chapter IV of DORA as required by the financial entity and subject to Section 10 above; and
 - (b) DBAG shall oblige the Subcontractor to comply with all applicable law, regulatory requirements and contractual obligations in accordance with, where relevant, the Agreement and this DORA Appendix.
 - (c) DBAG will appropriately oversee the subcontracted functions and activities to ensure that all obligations of DBAG in relation to the ICT-Services supporting critical or important functions of the Recipient as agreed in the Agreement, including this DORA Appendix, are continuously met. DBAG shall report to Recipient any deficiencies in the provision of an ICT-Service supporting a critical or important function of the Recipient and where material parts of this service provision are subcontracted and where the deficiency is caused by the Subcontractor and the deficiency might have a material impact on DBAG's ability to effectively provide the ICT-Services supporting a critical or important function of the Recipient in line with agreed service levels.
- 17.2 DBAG shall assess all risks, including ICT risks, associated with the location of the potential Subcontractor and its parent company and the location where the ICT-Service is provided from. DBAG is required to provide the ICT-Services supporting critical or important functions according to the agreed service levels, even in case of failure by a Subcontractor to meet its service levels or any other contractual obligations.
- 17.3 DBAG shall make available to the Recipient a list of Subcontractors material for the provision of ICT-Services supporting critical or important functions of the Recipient. DBAG shall update such list in the event of any changes.

Annex 1: Price List

1. Provision of Professional Services

- (1) The Parties agree that specific tasks in relation to the ICT-Services may lead to additional effort at DBAG and, thus, Recipient may commission in this context DBAG with tasks in relation to the ICT-Services which are not included in Annex 2 below and which shall be provided by DBAG (“**Professional Services**”), such as preparing and conducting an audit, reconciliation of data, production of reports. Prior to the commencement of a specific Professional Service, Recipient shall provide DBAG with all necessary information in relation to the performance of such Professional Service. DBAG may provide Recipient with an estimate of the costs taking into consideration the fee schedule below and shall provide an overview of the expected amount of professionals involved in the provision of the Professional Service.] DBAG may freely decide whether, on the basis of the information provided by Recipient, it accepts to perform the Professional Service for Recipient.
- (2) DBAG charges fees for Professional Services pursuant to the table below. The fee comprises a daily rate per individual contracted. The minimum charge is one day, half days or hourly rates are not permitted, and any taxes are not included.
- a) For onsite consulting and/or training the Recipient is liable for travel and accommodation costs if applicable;
 - b) For the avoidance of doubt, billing will be monthly.

	Daily rate
Professional Services	€ 1500

- (3) The following chargeable services in relation to the ICT-Services shall be provided by DBAG, if requested by Recipient:
- a) Preparation and conducting an inspection or an audit or pooled audit according to Section 15 of the DORA Appendix;
 - b) Participation in Recipient's or Recipient's Customer's trainings or programmes pursuant to Section 10 of the DORA Appendix;
 - c) Provision of reports or, in general, information not mentioned in this DORA Appendix;
 - d) Answering of questionnaires not mentioned in this DORA Appendix;
 - e) Assistance pursuant to Section 7 of the DORA Appendix;
 - f) Efforts in relation to Section 5.2 of the DORA Appendix;
 - g) Other services in relation to the support of the DORA compliance of the Recipient by DBAG.
- (4) Except as otherwise agreed between the Parties, Sec. 611 German Civil Code shall govern the provision of the Professional Service. Recipient shall not be entitled to instruct individual employees of DBAG. The Parties agree that there shall be no integration of employees of one Party into the business operation of the other Party. In this Agreement or in the execution hereof, Recipient shall not assume any responsibility with regard to employees of DBAG or vice versa. The Parties will each be responsible for the management, direction, control, supervision and compensation of their own personnel. The Parties agree that there shall be no transfer of employees of one Party to another Party, neither by will nor by application of law.
- (5) Recipient agrees to indemnify, defend and hold harmless DBAG and its officers, directors, employees and agents from and against any and all losses, damages, expenses, liabilities (whether fixed or contingent, known or unknown), liens, fines, deficiencies, costs and obligations (“**Losses**”) relating to

or arising out of (i) personnel leasing (*Arbeitnehmerüberlassung*) or (ii) the infringement of third party rights.

- (6) The indemnified party shall provide without undue delay written notice of any claim or action to the indemnifying party. The omission by the indemnified party to give notice to the indemnifying party of any claim or action as provided herein shall not relieve the indemnifying party of its indemnification obligation under this Agreement except to the extent that such omission results in a failure of actual notice to the indemnifying party and the indemnifying party is materially damaged as a result of such failure to give notice.

2. Reimbursements

- (1) DBAG acknowledges that certain non-standardized services may also be of interest to several Recipients. If a certain Professional Service is requested by a Recipient and DBAG agrees to provide such a service to Recipient (i.e. pooled audits), DBAG shall inform all other Recipients via the internal member area of the website (or via other means) about the provision of such a Professional Service.
- (2) If other Recipients chose to receive the specific Professional Service as well, DBAG shall share the costs among all Recipients who intend to receive the service. Recipient(s) who originally paid for the service prior to the participation of another Recipient shall be reimbursed by DBAG in accordance to the share applicable for all Recipients who agreed in their participation.

3. Set-off

A Party must not set-off claims against the financial obligations resulting out of this Agreement. The aforementioned provision shall not apply if the respective claim is undisputed and was determined as legally binding.

Annex 2: Summary of ICT Services and Amendments to the Agreement

1. ICT Service Description

1.1 Data Delivery Service pursuant to § 1(1) of the Agreement

1.2 Pursuant to § 1(1) of the Agreement, DBAG grants the Recipient access to the securities information contained in the WSS Wertpapier Service System via the following Data Delivery options which are available via Internet.

- (a) Recipient may use the graphical user interface (GUI) of WSS Online Plus for accessing the Data. The service is further described in the Schedule of Service.
- (b) Recipient may log in to MD&S Interactive and select the Data for download. The MD&S Interactive Terms and Conditions apply. The service is further described in the WSS Online Plus Schedule of Service.

DBAG will render the agreed services in accordance with the terms of the Agreement and in compliance with generally acknowledged and proven technical standards.

2. Service Levels

With respect to service referenced in Section 1.2 lit. a) above, the service levels as agreed in the Schedule of Service apply. With respect to service referenced in Section 1.2 lit. b) above, the service levels as agreed in the WSS Online Plus Schedule of Service apply. In addition, DBAG aims to fulfill the following service levels.

- a) The service referenced in Section 1.2 lit a) is generally available on a 24h basis with a performance target of 98% on an average during a calendar year.
- b) The service referenced in Section 1.2 lit b) is generally available from 07:00 to 22:00 (CET/CEST) on trading days of the Frankfurt Stock Exchange with a performance target of 98% on an average during a calendar year.
- c) Maintenance and Release Management
 - i. Network maintenance may take place at the discretion of DBAG at any time on Saturdays and Sundays, exchange holidays and Monday to Friday 22:00 and 6:00 CET/CEST without prior notice to Recipient.
 - ii. In general, DBAG is free to implement changes in the underlying network technology and topology (such as operating system changes, router hardware upgrades, or data center moves) and can expect Recipient to make reasonable corresponding adaptations within their infrastructure, at their own expense, within an appropriate timeframe.
 - iii. DBAG reserves the right to execute emergency maintenance works at any time without advance notification.

3. Service Location

The services referenced in Section 1.1 are provided in the following regions:

- Europe

4. CIA-Terms

For CIA terms please consider our documentation “Technical and Organizational measures” in the latest version which is available via our customer portal MD+S Interactive or can be provided on request.

5. Dedicated Contact Persons

DORA specific shared mailbox address for market and reference data related contracts:
mds.dora@deutsche-boerse.com.

For technical and business support please contact: wss@deutsche-boerse.com.