



OMX Information Distribution Agreement (IDA)

- Side Letter on Baltic Deviations -

WHEREAS

- (a) OMX Information Distribution Agreement ("Agreement") has been made between _____ ("Licensor") and _____ ("Licensee");
- (b) Licensee has indicated in the Application Form (IDA Summary Attachment A) that it intends to receive and use Information covering Baltic Information Products;
- (c) Imperative provisions of the Baltic local laws and Baltic market specifics require some deviations from the Agreement to be agreed upon between Parties in respect of the use of Baltic Information Products;

NOW, THEREFORE, Licensor and Licensee have agreed to sign this Side Letter on Baltic Deviations ("Side Letter"), which stipulates some specific deviations ("Deviations") from provisions of the Agreement in respect of the use of Baltic Information Products.

1. Deviations

1.1 In Appendix 3 "Information Policies" clause 2.6 shall be replaced as follows:

"2.6 Distribution to Subscribers

Licensee is entitled to distribute Information to Subscribers for Private and Business Use.

All use of Information other than Private Use is regarded by Licensor as Business Use and is subject to the applicable fees per IDA Appendix 2 (Fees and Charges).

Private Use Subscribers

Private Use is defined as the use of Information by a Subscriber who is either a natural person or a legal entity, both not falling within the definition of the qualified investor as defined by Directive 2003/71 of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC, for the purpose of managing the Subscriber's own personal investments and not for any business purpose, nor for the purpose of giving any form of advice to any other person.

A Private Use Subscriber may not:

- (a) contract for, receive or use Information for the purpose of Private Use on behalf of any other person or any corporation, partnership, limited liability company, trust, association or other form of entity, which is considered a qualified investor as defined by Directive 2003/71 of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC,
- (b) contract for, receive or use Information for the purpose of Private Use in any Service that is paid for by another person or any corporation, partnership, limited liability company, trust, association or other form of entity.



A Private Use Subscriber who is a natural person shall, notwithstanding the above:

- (c) be permitted to contract for, receive or use Information on behalf of or paid for by another natural person (person B) provided that (1) its for the purpose of managing person B's own personal investments and not for any business purpose, and (2) person B have filed a power of attorney or equivalent documentation accordingly with Licensee,
- (d) be permitted to contract for, receive or use Information for Private Use on behalf of and/or paid for by a legal entity or other form of non-natural Person in which the Private Use Subscriber has full (100%) ownership and exercises full (100%) control,
- (e) (c) and (d) may not be combined.

Licensee is required to obtain confirmation from Private Use Subscribers that the Subscriber's status and use of Information remains in compliance with this Agreement and take reasonable steps to ensure that Licensee is informed of any change in the status of Private Use Subscribers.

Licensor reserves all rights to apply fees for Business Use with immediate effect where Private Use Subscribers do not comply with the terms of their Subscriber Agreement or where Licensee is not able to present Licensor with a valid power of attorney or equivalent documentation as specified in (c) on the request from Licensor."

1.2 In Appendix 3 "Information Policies" clause 5.1 shall be replaced as follows:

"5.1 Licensee is required to report to Licensor the number of Units that have actually accessed the Information at least once during the reporting period. If the Licensee's systems do not allow for identification of Units that have actually accessed the Information, Licensee is required to report to Licensor the number of Units that were authorized or allowed to access the Information during the reporting period. Reporting shall be submitted in an electronic form via e-mail."

1.3 In Appendix 3 "Information Policies" clause 5.2 shall be replaced as follows:

"5.2 The reporting from Licensee shall include a detailed report containing the data summarised in the following table.

Licensee details	<ul style="list-style-type: none"> • Licensee's ID code • Licensee's name • Report date • Reporting period
Subscriber-based reporting (total Units)**	<ul style="list-style-type: none"> • Total number of Units per each Information Product per each type of Subscriber (Business or Professional Use) (using the Report Code)
Information Product - based reporting (total Units)	<ul style="list-style-type: none"> • Total number of Individual Price Retrievals per each type of Subscriber (Business or Professional Use) (using the Report Code)

** This reporting does not apply to Subscribers only accessing SnapShot Products"

1.4 In Appendix 3 "Information Policies" the clause 5.3 shall be replaced as follows:

"5.3 Reports in respect of each calendar month must be submitted within three (3) business days of the end of the month."



1.5 In Appendix 3 "Information Policies" the clause 5.5 shall be replaced as follows:

"5.5 Where Licensee controls access to Information by Unique User ID, reports should be based on the number of User ID's that have actually accessed Information at least once during the reporting period. If the Licensee's systems do not allow for identification of User ID's that have actually accessed Information, the reports should be based on the number of User ID's authorised or allowed to access Information."

1.6 In Appendix 3 "Information Policies" the clause 5.7 shall be replaced as follows:

"5.7 Licensee is liable to pay applicable Information Access Fees calculated on the basis of all Units that have actually accessed Information at least once during the reporting period. If the Licensee's systems do not allow for identification of Units that have actually accessed Information, then Licensee is liable to pay applicable Information Access Fees calculated on the basis of all Units that are authorized or allowed to access the Information during the reporting period."

1.7 In Appendix 3 "Information Policies" the clause 5.8 shall be replaced as follows:

"5.8 Unless otherwise agreed, reports should be based on the number of Units counted as close as possible to the end of each reporting period, or on the date specified by Licensor in detailed reporting guidelines. Licensor may allow other bases for counting the number of Units (for example monthly additions and deletions) where the resulting Fees approximate more closely to the basis of Fee liability specified in this Agreement. Licensor reserves the right to invoice Licensee in respect of any difference between the number of units reported and either the total number of Units that have actually accessed Information at least once during any reporting period or, if the Licensee's systems do not allow for identification of Units that have actually accessed Information, the total number of Units that are authorized or allowed to access the Information during any reporting period, as identified by audit or other enquiry."

2. Application of Deviations, Entire Agreement

2.1 The Deviations from the provisions of the Agreement provided in Clause 1.1 of this Side Letter are applicable solely in respect of the use of Baltic Information Products by Licensee's Group. In respect of the use of Nordic Information Products the Deviations shall not be applicable.

2.2 The Deviations shall constitute the inseparable part of the Agreement and shall prevail over the provisions of the Agreement, which are replaced by the Deviations as specified in Clause 1.1 of this Side Letter, in respect of the use of Baltic Information Products.

Signed on behalf of Licensee

Signed on behalf of Licensor

By

By

(Name in print, Title)

(Name in print, Title)

(Date, Signature)

(Date, Signature)

