



# OMX Information Distribution Agreement (IDA)

## - Summary -

This Agreement is made between ..... reg. code ..... located at ....., ("Licensor") and ..... located at ..... ("Licensee") to permit the Licensee's Group to receive and use Information available under licence from Licensor subject to the terms and conditions set out in this Agreement.

### 1. Definitions

1.1 The following terms when used in this Agreement shall have the meanings set out below:

**Agreement:** (i) this IDA Summary, together with Attachment A, (ii) IDA General Terms & Conditions, (iii) IDA Appendices 1, 2 and 3 and (iv) Baltic Side Letter.

**Licensee's Group:** Licensee, Affiliated Companies listed in Attachment A and Service Facilitators approved by Licensor and listed in Attachment A.

**Glossary of Terms:** the Glossary of Terms included in IDA Appendix 3 ("Information Policies").

**Information:** any data forming part or all of the Information Products as described in IDA Appendix 1. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.

Other capitalised terms shall have the meaning set out in the Glossary of Terms.

1.2 This Agreement shall be interpreted in accordance with the interpretation provisions of IDA General Terms and Conditions.

### 2. Scope of Agreement

2.1 Licensor grants to Licensee a non-exclusive, non-transferable licence to receive Information and to use and distribute Information subject to the terms and conditions of this Agreement.

2.2 Licensee accepts the terms and conditions of this Agreement on behalf of Licensee's Group and unconditionally guarantees and accepts full responsibility for performance by all members of Licensee's Group of Licensee's obligations under this Agreement.

2.3 Nothing in this Agreement will create or be deemed to create a partnership or agency relationship between the parties to the Agreement.



**3. Term and Termination**

- 3.1. This Agreement shall take effect on the Commencement Date and shall continue thereafter until terminated in accordance with this Agreement.
- 3.2. This Agreement may be terminated by either party upon not less than ninety (90) days written notice to the other party, with expiry effective at the end of a calendar month.
- 3.3. Either party shall have the right to terminate this Agreement in accordance with the provisions of the IDA General Terms and Conditions.

**4. Entire Agreement, Modifications**

This Agreement constitutes the entire agreement between the parties regarding this subject matter and supersedes each previous Agreement between Licensor and Licensee. Either party may only modify this Agreement in accordance with the provisions of the IDA General Terms and Conditions.

**5. Assignment**

Either party may assign this Agreement or any rights arising from this Agreement to an Affiliated Company of the party. Neither party may otherwise assign this Agreement or any rights arising from this Agreement without the prior written consent of the other, which consent may not be unreasonably withheld.

**6. Governing Law; Construction**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Estonia. Any dispute that cannot be amicably settled that arises out of this Agreement shall be referred to arbitration and shall be conducted in accordance with the rules for arbitrations of the Arbitration Court of Tallinn Stock Exchange. All such proceedings shall be held in Tallinn, and shall be conducted in the Estonian language, which shall also be the language of the documents and the award.

**7. Notices; Notification of Changes**

All notices and notifications required under this Agreement shall be in writing and signed by an Authorised Signatory or duly authorised officer of the party giving notice or notification. Notices and notifications required under this Agreement shall be deemed to have been served (a) three (3) business days after the time of posting if sent by registered post or (b) the next business day after an electronic transmission.

**Signed on behalf of Licensee**

By

\_\_\_\_\_  
(Name in print, Title)

\_\_\_\_\_  
(Date, Signature)

**Signed on behalf of Licensor**

By

\_\_\_\_\_  
(Name in print, Title)

\_\_\_\_\_  
(Date, Signature)