# SIX Analytics Services

## General Terms and Conditions

Version 3.00 | 01.04.2025

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# 1 General Terms and Conditions for SIX Analytics Services

The mutual rights and obligations of SIX Exfeed and the User in connection with the use of SIX Analytics Services, i.e. the use of SIX Analytics Products, are stipulated in the below SIX Analytics Services: General Terms and Conditions, ~~as amended from time to time,~~ hereinafter referred to as "General Terms & Conditions" or "GTC". The General Terms and Conditions are part of the Contract Elements and build an integral part of the Agreement. Capitalized terms defined and used in the Agreement shall have the same meaning when used in the GTC or other Contract Elements.

Version ~~2.20~~3.00

~~Effective as of 23.07.2024~~01.04.2025

**SIX Exfeed Ltd.**, Hardturmstrasse 201, 8005 Zürich, Switzerland

# 2 Scope

The General Terms and Conditions govern the use of SIX Analytics Products.

# 3 Definitions

Capitalized terms (except for titles) used in the GTC or other Contract Elements shall have the meanings assigned to them in this Section 3.

**Affiliated ~~Companies are subsidiaries and any holding~~ Company** is a company ~~of the User and any subsidiary of such holding company. For the purpose of this definition, a subsidiary means a company in~~ which ~~another company owns~~is directly or indirectly controlled by the relevant Party, which directly or indirectly controls the relevant Party or which is jointly directly or indirectly controlled, together with the relevant Party, by the same parent company. A control is deemed to exist in the event of a shareholding and/or voting rights of more than 50~~% (fifty~~ percent~~).~~.

**Agreement** means the present Agreement regarding SIX Analytics Services concluded between SIX Exfeed and the User (including the Contract Elements).

**SIX Analytics Product** means a single product as described by a product guide such as but not limited to SIX Flow Analytics ~~[SFA]~~ or SIX Concentration Analytics ~~[SCA].~~.

**Commencement Date** is the date on which the Agreement becomes effective as it is defined in the SIX Analytics Services Agreement.

**Confidential Information** is all non-public information regarding the Agreement, the business relationship between the Parties, the Parties' respective businesses, the User's evaluation of the SIX Analytics Data and/or the SIX Analytics Product, and the provision, receipt, and use of the SIX Analytics Product hereunder.

**Contract Elements** means the present GTC, the SIX Analytics Services: Price List ("Price List") and the Product Guide applicable to the SIX Analytics Product (as ordered by the User in the SIX Analytics Services: Order Form) which build an integral part of this Agreement.

**CPI** means the Consumer Price Index (cf. Section 11).

**Derived Data** means any work that is created partly or entirely based on any SAD but ~~does neither allow deducing~~is not readily identifiable (e.g., through common or basic methods of reverse-engineering readily available to a recipient of such ~~by any means~~Derived Data) nor can be used as a direct substitute for it. The User owns all proprietary rights to Derived Data created by or for it. For the purpose of this Agreement, Derived Data includes any simple manipulation or aggregation of SAD (e.g. the calculation of averages, medians, and variances of ~~SFA etc.).~~SIX Flow Analytics etc.). Derived Data shall not be considered SAD.

**GTC** means these General Terms and Conditions~~, as amended from time to time, (cf. section of the Agreement).~~.

**License** means the right of use granted under section 4 of these GTC.

**Parties** means SIX Exfeed and the User.

**Party** means one of the Parties.

**Product Guide** means a document related to a specific SIX Analytics Product which contains details such as the applicable data content or the means by which SAD is made available by SIX Exfeed.

**Product Term** means the time period between the commencement date and the date of termination of a specific SIX Analytics Product.

**Purpose(s) of Usage** means the purpose(s) of the use of a SIX Analytics Product as declared in the SIX Analytics Services: Order Form. ("Order Form").

**Restricted Usage** means any Third Party Usage, except if SIX Exfeed has approved such Third Party Usage.

**Service Facilitator** is the external service facilitator, if any, declared in the SIX Analytics Services Affiliate List of the User, which is updated from time to time, and used by the User in order to facilitate the Purpose(s) of Usage.

**SIX Analytics Data** or **SAD** means any data received or accessed by the User pursuant to the applicable Product Guide for the SIX Analytics Product(s) the User has opted for.

**SIX Analytics Product** means the specific product which the User can opt for pursuant to Section 4 of the General Terms and Conditions by using the SIX Analytics Services: Order Form ("Order Form"). Each specific product is described in the applicable Product Guide. SIX Analytics Products are for example (but not limited to): SIX Flow Analytics [SFA] or SIX Concentration Analytics [SCA].

**SIX Analytics Services** or **SAS** means the services provided by SIX Exfeed to the User pursuant to the Agreement.

**Term** means the time period between the Commencement Date and the date of termination of the Agreement.

**Third Party** means any natural or legal person other than SIX Exfeed or the User. For the avoidance of doubt, any Affiliated Company which is not authorized to be part of the User's Group is also considered a Third Party.

**Third Party Usage** means any use of SAS for the purpose or with the effect of enabling any Third Party to make, directly or indirectly, any use of SAS licensed to the User under the Agreement.

**Undeclared Usage** means any use of SAD by the User for purposes other than the Purpose(s) of Usage that hashave not been authorized by SIX Exfeed, (including Restricted Usage), i.e. purposes other than the Purpose(s) of Usage.

**User's Group** means all Affiliated Companies which are authorized by SIX Exfeed pursuant to Section 4.4 and listed in the affiliate list.

# 4 SIX Analytics Data [SAD]

## 4.1 Right of Use (License)

SIX Exfeed undertakes to grant and grants the User hereby a non-exclusive, non-transferable, non-sublicensable and revocable right to use SAD connected to the according SIX Analytics Product exclusively for the Purpose(s) of Usage during the Term of the Agreement or the Product Term respectively. In the event of termination due to a change made by SIX Exfeed under this Clause 4.1, the User is discharged from payment obligations after the date of termination. and will receive a pro-rata refund of prepaid fees.

This right of use does not limit the right of SIX Exfeed to add, delete or alter SIX Analytics Products or certain content of it from time to time depending on its operational requirements. This applies in particular to the content pursuant to the Product Guides. SIX Exfeed gives notice to the User one monthat least 90 days before introduction of the changes. If the User does not agree with the changes, it has the right to terminate the Agreement or, as the case may be, a part of the Agreement, i.e. with regard to the SIX Analytics Product or the Purpose(s) of Usage negatively affected, as per the entry into force of the changes by giving SIX Exfeed written notice before the entry into force of the changes.

## 4.2     License Fee

The User ~~undertakes to~~shall pay a License fee to SIX Exfeed which covers the licensing and use of SAD connected to the according SIX Analytics Product as subscribed in the Order Form. The amount of the License fee is defined in the Price List which is an integral part of the SIX Analytics Agreement and depends on the subscribed SIX Analytics ~~Data Information~~ Product. The fees are payable to SIX Exfeed irrespective of whether the User sources SAS directly from SIX Exfeed, indirectly from a Third Party or uses a Third Party to do so on behalf of the User.

The License fee is also applicable to any person making use of any SIX Analytics Data before or without having entered into an Agreement with SIX Exfeed.

In general, the License fees will be invoiced on a ~~monthly or annual~~quarterly basis ~~as mentioned in the price list.~~. The User shall pay the License fee within 30 days after receipt of the invoice ~~and becomes in default ('Verzug') of payment obligations without any further notification when the owed amount is not received by SIX Exfeed in time~~.

In the case of Undeclared Usage, the License fee for such Undeclared Usage based on the prices defined in the Price List, is payable and due retroactively for the time during which the Undeclared Usage has been made. ~~If the Undeclared Usage has been made by intent or gross negligence, SIX Exfeed is allowed to apply a conventional penalty and to claim the doubled amount of the License fee that would have been payable if the Undeclared Usage had been declared as required by and included in the Agreement (cf. art. 160 para. 2 of the Swiss Code of Obligations). If the damages sustained exceed the liquidated damages, SIX Exfeed is entitled to compensation for all damages sustained.~~

## 4.3     SIX Analytics Data Usage

The User is entitled to use and store all SAD for internal analytical and benchmarking purposes.

Except as permitted under these GTC, any Third Party Usage such as publication or redistribution to Third Parties (for the avoidance of doubt, the occasionally disclosure of metrics, i.e. limited extracts of any SAD to customers or prospects, for information or illustration purposes only, being allowed) ~~or any commercial use whatsoever~~ is subject to SIX Exfeed's prior approval. The User must inform SIX Exfeed about any contemplated Third Party Usage in advance and SIX Exfeed may reject its approval of any Third Party Usage at its discretion, including, in particular, (i) if the User cannot demonstrate that the relevant Third Party has executed and maintains a separate agreement for the use of SAS with SIX Exfeed covering the relevant use of SAD in connected to the according SIX Analytics Product, or (ii) if the User does not commit to pay a License fee for the Third Party Usage.

The User is allowed to outsource services regarding the use of SIX Analytics Services to a Service Facilitator upon approval by SIX Exfeed. Such approval shall not be unreasonably withheld by SIX Exfeed. The User is fully liable for the Service Facilitator's compliance with the Agreement. The Service Facilitator cannot use its own brand or any form of co-branding for the outsourced service.

The User shall have the right ~~of the User~~ to create and distribute its own Derived Data based on SAD to any Third Party ~~is subject to prior approval by SIX Exfeed~~.

## 4.4     Usage by User's Group

The use of subscribed SAD by companies of the User's Group within the Purpose(s) of Usage is allowed.

SIX Exfeed may authorise an Affiliated Company to be part of the User's Group if such Affiliated Company will receive SAD by the same distribution channel (e.g. SFTP user, a closed user group, or any other distribution system of SIX Exfeed) as the User.

The User may add to and change the list of Affiliated Companies recorded in the SIX Analytics Services: Affiliate List. The User shall notify SIX Exfeed promptly of any proposed changes to the SIX Analytics Services: Affiliate List. All changes are subject to prior approval by SIX Exfeed.

# 5 Access to SAD

## 5.1 Means of Access or Distribution

~~Means of Access or Distribution~~ SIX Exfeed shall determine the applicable mean(s) of access or distribution for the relevant SIX Analytics Product in the corresponding Product Guide. Such means may include, inter alia (but not limited to~~))~~, E-Mail~~,~~ or SFTP-Gateway.

It is in the discretion of SIX Exfeed to change the applicable means of access or distribution or introduce new means of access or distribution which it considers adequate, subject to one month prior notice to the User in writing or by E-Mail.

## 5.2 E-Mail Disclaimer

The Parties agree that E-Mail shall be an accepted means of communication and that, in particular, SIX Exfeed will accept instructions from the User given by E-Mail.

The User hereby acknowledges and accepts, that it is not possible to secure and maintain confidential E-Mail communication (whether encrypted or not); that any E-Mail communication can be delivered to a wrong address or that delivery may not be timely; that any E-Mail communication is capable of being intercepted by third parties at any time and accordingly that the confidentiality, security and integrity of any E-Mail communication cannot be assured.

~~SIX Exfeed shall be entitled without further notice to the User or verification or authentication to accept and act upon instructions received from and/or given by the User, or someone purporting to be the User, when sent via E-Mail.~~

SIX Exfeed is not liable for any damage which the User may suffer resulting from the use of E-Mail communication between the User and SIX Exfeed, in particular any damage caused (a) by the unavailability or limited availability of E-Mail services, (b) by errors in transmission, incorrect information, technical deficiencies, malfunctions, illegal tampering with network installations or network overloading or (c) by way of any third party receiving, gaining access to, obtaining, altering or distorting any information transmitted via E-mail communication or (d) by reason of E-Mail communication being initiated by person(s) who is (are) not authorized to do so.

# 6 Data Protection

The ~~Customer~~ User confirms that it has read and understood the Privacy Statement of SIX (https://www.six-group.com/en/services/legal/privacy-statement.html) and Securities Services & Exchanges (https://www.six-group.com/en/services/legal/privacy-statement-bxs.html).

# 7 Audit

~~During the Term of this Agreement and two years after its termination, SIX Exfeed and any independent professional acting on behalf of SIX Exfeed have the right to visit the premises of the User and the User's Group and to inspect systems, controls, books and records, insofar as they relate to the use of SIX Analytics Services. The inspection shall take place during ordinary business hours. SIX Exfeed and its auditors shall treat all information obtained during the audit as confidential and use it only for the purpose of assessing compliance with the Agreement.~~

Any audit shall be conducted as a remote audit, involving the sending of questionnaires provided by SIX Exfeed to User and the provision of relevant documents or electronic data files for the purpose of review and analysis by SIX Exfeed. During the Term of this Agreement, SIX Exfeed shall have the right to ask User to provide a self-certification to SIX Exfeed, signed by a User legal representative, to confirm the User's compliance with the Agreement. The User shall provide such self-certification within the reasonable deadline to be indicated by SIX Exfeed. If SIX Exfeed, despite the remote audit and self-certification, can provide documents/information that indicates the User does not comply with its obligations under the Agreement and User is not able to invalidate the indications, an on-site audit

may be conducted. In such cases, the audit shall take place at the User's office location and shall not disrupt the User's business operations.

# 8 Representations and Warranties, Liability

## 8.1 Representation and Warranties

SIX Exfeed represents and warrants that

(i) it has all rights required to permit User to use SAD in accordance with the terms of this Agreement without infringing any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right of any third party; to the best of its knowledge, there is no action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator in relation to the SAD or SIX Exfeed's use of or rights relating to the SAD that is likely to affect the legality, validity or enforceability of this Agreement against SIX Exfeed;

(ii) the SAD does not contain any disabling devices or viruses that are intended to damage any system or SAD or could prevent User from using User's system or SAD, and the SAD is and will continue to be free of defects which materially affect their performance. SIX Exfeed will use commercially reasonable efforts to scan, identify and remove any viruses in the SAD;

(iii) it will not disclose to User any information that would violate any securities laws involving 'material, non-public information' or 'inside information' (as such term is used in the EU Market Abuse Regulation 596/2014) or any legal or regulatory principle or doctrine equivalent or similar to the foregoing;

(iv) it will not disclose to User any information that contains any personal information or personal SAD, including by ensuring that, if relevant: all SAD has been anonymised in accordance with the GDPR;

(v) it owns the SAD or has obtained and shall maintain all rights, approvals, licences, sub-licences, certifications, accreditations and consents ("Consents") (including all necessary Consents from any Third Party) that are necessary to (a) collect, use and distribute the SAD; (b) disclose SAD to User as contemplated hereunder; (c) grant the license to User in accordance with this Agreement; and (d) perform any other of its obligations in accordance with this Agreement;

(vi) it has fulfilled all requirements under data privacy laws in all aspects of the life cycle of the SAD, including collection, transmission, storage, usage, processing and transfer (including cross-border data transfer), including but not limited to, completing all necessary security assessments and filings as required by data privacy laws for our use of the SAD in accordance with the Agreement;

(vii) it shall at all times comply with sanctions laws and regulations applicable in Switzerland ("Sanctions") and shall not engage in any dealings, directly or indirectly, with any person (a) included on any Sanctions lists; (b) organized or located in a comprehensively sanctioned jurisdiction or under the laws of a comprehensively sanctioned government; or (c) owned fifty percent or more by any persons identified in (a) or (b). Neither SIX Exfeed, nor any of its Affiliated Companies, nor any of their respective officers, directors, or employees is currently targeted by Sanctions

User represents and warrants that:

(i) it has the legal right and authority to enter into and perform its obligations under this Agreement.

(ii) it will use the Information only for the purposes specified in this Agreement and in compliance with applicable laws.

## 7.18.2 Liability

Each Party shall ~~not~~ be liable to the other Party for damages ~~caused by circumstances out of its reasonable control, in particular if it is prevented~~resulting from ~~fulfilling its obligations pursuant~~ its slight negligence, such liability not to exceed the fees paid in the preceding twelve (12) months under this Agreement ~~for reasons which lie outside of its reasonable control~~.

~~None~~In no event shall either of the Parties ~~shall~~ be liable to the other Party for any indirect or consequential loss or damage, including loss of profits, loss of turnover, loss of bargain, or loss of opportunity, ~~loss~~arising out of ~~software,~~

~~lack of data and quality or loss~~ or in connection with ~~any download interruptions in connection with SIX Analytics Services~~this Agreement.

SIX Exfeed excludes in particular liability for damages resulting from transmission errors, technical defects, malfunctions, operational failures or other inadequacies of third parties, overloads of the internet as well as phishing or other illegal interventions of third parties.

The foregoing limitations of liability shall not apply to (1) SIX Exfeed's material breach of its confidentiality obligations, which results in the unauthorized disclosure of Confidential Information to a Third Party; (2) the violation of Section 8.1 and SIX Exfeed's indemnification obligation pursuant to Section 9, (3) User's payment obligations in the event of Undeclared Usage, or (4) damages resulting from a Parties' gross negligence, willful misconduct, fraud or bad faith.

SIX Exfeed undertakes reasonable endeavors to ensure the accuracy, reliability, timeliness and continuity of SIX Analytics Services and to correct at its expense any errors as soon as reasonably practical and to the extent in which it is within the reasonable control and ability of SIX Exfeed. Notwithstanding the above, SIX Exfeed assumes no liability for the authenticity, completeness, accuracy or timeliness of the data made available.

~~SIX Exfeed shall further not be liable for the behavior of third parties acting on its behalf if it has practiced due diligence in selecting, instructing and – where necessary – supervising them.~~

~~SIX Exfeed's liability shall be limited to willful misconduct and gross negligence.~~

# ~~8~~9     Intellectual Property Rights

The User acknowledges that SIX Exfeed owns, and will continue to own, all intellectual property and any other rights in SAD and regarding the use of ~~Analytics Data Information Products and~~ SAD as well as SIX Analytics Services.

SIX Exfeed shall indemnify, defend and hold harmless User and its affiliates and their respective officers, directors, members, employees and agents against any and all judgments, damages, liabilities, costs and losses of any kind (including, without limitation, reasonable attorneys' and experts' fees and expenses) as a result of any claim, action or proceeding brought by a third party alleging (1) that the SAD or the use thereof in accordance with the terms of the Agreement will constitute an infringement, misappropriation, or violation of any intellectual property rights of any Third Party; (2) that the SAD was obtained or sold by SIX Exfeed in breach of it's legal duties to the source(s) of the SAD; or (3) that the SAD or the use thereof in accordance with the terms of the Agreement violates any statute, ordinance, or regulation.

This Section 9 GTC shall stay in force for an indefinite period in the event of the termination of the Agreement.

# ~~9~~10     Amendments of the Contract Elements

SIX Exfeed is entitled to unilaterally amend the Contract Elements, i.e. the GTC, the ~~SIX Analytics Services:~~ Price List and the Product Guides. Amendments have to be communicated to the User not later than three months before they become effective. If the User does not agree with the amendments, it has the right to terminate the Agreement as per the date when the amendments become effective by giving notice to SIX Exfeed not later than one month before the amendments become effective, in the event of such a termination, SIX Exfeed will refund a pro rata amount of any ~~monies~~fees paid for usage of SIX Analytics Services after such amendments become effective.

# ~~10~~11  Consumer Price Index Adjustment

SIX Exfeed is entitled to adjust the License fees set forth in the ~~SIX Analytics Services:~~ Price List to reflect increases in the CPI published monthly by the Federal Statistical Office, Section Prices, Espace de l'Europe 10, 2010 Neuchâtel, Switzerland or any successor agency. The adjustment is based on the arithmetic mean of the last twelve (12) months (i.e. the average annual inflation rate during the reference period). The reference period for which changes in the CPI will be measured is from September to August. The fee adjustment will be effective the following January. SIX Exfeed shall provide User with the proposed fee adjustment at least 90 days before the fee adjustment goes into effect. The

fee adjustment is directly proportional to the percentage change in the CPI between the specified periods. If publication of the CPI ceases, or if the CPI otherwise becomes unavailable or is altered in such a way as to be unusable, SIX Exfeed may apply an appropriate substitute index or a percentage value published by the Federal Statistical Office in Switzerland or any successor agency. For the purposes of this calculation, the fees shall be set forth on a revised ~~Annex I~~Price List.

# 1112  Term & Termination

The Agreement shall commence on the Commencement Date and shall continue for one (1) year (the "Initial Term"). Thereafter the Agreement shall automatically renew for additional periods of one (1) year each (each a "Renewal Term"). The Agreement or, as the case may be, a specific SIX Analytics Product, may be terminated by SIX Exfeed or the User at any time by giving to the other Party at least three (3) months prior written notice ~~prior to the end of a quarter of a calendar year as per the end of that quarter~~.

A termination of the Agreement according to section 4.1 paragraph 2 GTC or a part of the Agreement, i.e. with regard to the product or the Purpose(s) of Usage negatively affected, remains reserved.

The Agreement may be terminated extraordinarily with immediate effect or as per another date specified in the written notice by any Party,

    **a.**  if a Party to the Agreement commits a material breach of the Agreement and fails to remedy such a breach within 30 days after receiving written notice of the other Party requiring it to remedy the material breach;

    **b.**  if a Party suspends payments or if its financial situation has significantly deteriorated, which includes *inter alia* if a Party declares itself or becomes insolvent, or is declared in suspension of payments, or applies for or consents to or suffers the appointment of an administrator or receiver or liquidator or enters into a general assignment or composition with or for the benefit of its creditors, or an order is made or effective resolution is passed for the winding up or dissolution of a Party, or if a Party ceases to carry on its business.

# 1213  Confidentiality

Each party acknowledges that Confidential Information of ~~a confidential nature relating to the business of~~ the other Party may be disclosed to it under this Agreement. Each party undertakes to hold such Confidential Information in confidence and not, without the consent of the other, disclose it to any Third Party nor use it for any purpose other than for the performance of this Agreement~~, however, a party may disclose such information to the extent required by law and/or in accordance with judicial, administrative or other governmental order or regulatory request, provided the party receiving the information shall, to the extent permitted, give disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. This obligation does not apply to information which~~. This obligation does not apply to information which (i) at the time of disclosure is already in the public domain, (ii) has not been identified as confidential and which no reasonable person would assume is confidential, (iii) after disclosure becomes generally available to third parties other than by breach of this Agreement by the recipient, (iv) is or becomes rightfully known to either Party without ~~any known~~ restriction from another source, ~~or~~ (v) is required to be disclosed by order of legal or regulatory authorities~~.~~, or (vi) is requested by a regulatory agency having jurisdiction over such Party or by any stock exchange.

~~SIX Exfeed~~Each Party may disclose Confidential Information to its affiliates' employees, officers, or directors (the "Representatives") who (a) need to know the Confidential Information under this Agreement, (b) have been informed of the confidential nature of the confidential information and of the provisions of this Agreement, and (c) have been directed to treat such confidential information in accordance with the terms of this Agreement. Each Party will be responsible for any breach of this Agreement that results from the actions or omissions of itself or any of its respective Representatives.

In addition to the foregoing paragraph, SIX Exfeed may further disclose Confidential Information:

    (i)        to group companies of SIX Group AG and/or its staff in Switzerland and abroad~~, provided SIX Exfeed ensures that the group company concerned and/or the staff concerned are bound by confidentiality~~

~~provisions that are comparable to those in this Agreement. This applies in particular~~ (e.g. in the context of internal group activities involving more than one company and/or country, e.g. concerning product developments/improvements, market analyses, marketing, optimization of customer services and risk management, and to facilitate the organization within the group~~.~~);

(ii) ~~SIX Exfeed may disclose confidential information~~ to external third parties in Switzerland and abroad in connection with the performance of its contractual duties~~, provided SIX Exfeed ensures that these parties are bound by confidentiality provisions that are comparable to those of this Agreement.~~;

(iii) ~~SIX Exfeed is authorized to outsource~~in connection with the outsourcing of data processing and other services to third parties in Switzerland and abroad, in particular to group companies of SIX Group AG and to other legally affiliated companies of SIX Group AG. This applies in particular to liquidity management, treasury, risk management, internal audit, master data administration, data retention or storage, accounting, personnel, IT and back-office functions, legal and compliance, activities conducted with the operating of market data distribution systems~~. Should confidential information be transmitted to group companies of SIX Group AG or external third parties under such outsourcing arrangements, all service providers must be subject to comprehensive confidentiality provisions.~~;

~~This Section  GTC shall stay in force for another 3 years beyond the termination of the Agreement.~~

provided that SIX Exfeed ensures that the receiving third party or person is bound by confidentiality provisions that are comparable to those in this Agreement.

No Party shall make use of any other Party's name or any information acquired through its dealings with any other Party for publicity or marketing purposes without the prior consent of the other Party.

# ~~13~~14  General Provisions

## ~~13.1~~14.1          Notices

Unless ruled otherwise in this Agreement, any communication between the User and SIX Exfeed ~~takes place by electronic means (by E-Mail) or in writing (by regular mail).~~shall take place in electronic form (by E-Mail). If this Agreement requires the execution of notices in writing, the written form shall – in addition to the possibilities for signing mentioned by Art. 14 Swiss Code of Obligations – be complied with in the case of (simple) electronic signing by use of professional electronic signing services such as DocuSign.

SIX Exfeed shall use for its communication to the User the contact details pursuant to ~~section 2.2 of~~ the Order Form. The User shall use for its communication to SIX Exfeed the following address and e-mail address:

Address: Hardturmstrasse 201, 8005 Zürich (Switzerland)

E-mail: Exfeed.Admin@six-group.com

SIX Exfeed and the User shall notify each other in advance of any change of the contact details. As regards the User, such duty applies to any changes to the User's name, its address and e-mail address, the e-mail address of any contact person or a contact person as such. The new contact details become valid upon receipt of the information by the other party.

## ~~13.2~~14.2          Assignment

Every assignment by the User or SIX Exfeed of any rights or obligations of the Agreement to any Third Party is not valid without the prior ~~written~~ consent of ~~SIX Exfeed.~~

~~SIX Exfeed is entitled~~the other Party, such consent not to ~~assign the Agreement or any rights or obligations hereunder to a company directly or indirectly controlled by SIX Group AG~~be unreasonably withheld.

## ~~13.3~~14.3 Severability

Should any part or provision of the Agreement be held to be invalid or unenforceable, the other provisions of the Agreement shall nonetheless remain valid. In this case, the <u>rights and obligations of the</u> Parties shall ~~negotiate in good faith a substitute~~<u>be construed so as to give effect to the intent manifested by the</u> provision ~~that best reflects the economic intentions of the Parties without being~~<u>held invalid, illegal or</u> unenforceable~~, and shall execute all agreements and documents required in this connection~~.

**SIX Exfeed AG**
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