

Euronext Corporate Solutions

General terms



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A EURONEXT COMPANY

Euronext Corporate Solutions – General terms

1. DEFINITIONS

- 1.1 **Affiliate:** in respect of a legal entity referenced in the Agreement, any legal entity controlled by, controlling or under common control with such referenced legal entity. For the purpose of this definition, “control” means ownership, direct or indirect, of more than 50% (fifty percent) of the issued share capital of a legal entity or, where a legal entity does not have issued share capital, the legal power to direct the affairs of that legal entity by means of voting control.
- 1.2 **Agreement:** these General Terms, the Service Terms and the Order Form.
- 1.3 **Client:** the client requesting the Service. The client’s details are provided in the Order Form.
- 1.4 **Data Controller:** The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data, as defined in Article 4(7) GDPR.
- 1.5 **Data Processor:** A natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller, as defined in Article 4(8) GDPR. The Operational Company may act as a Data Processor in accordance with the Service Terms and the applicable Data Processing Agreement.
- 1.6 **Data Processing Agreement or DPA:** The written agreement entered into between the Client and the Operational Company pursuant to Article 28(3) GDPR. It specifies the subject matter, duration, nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects, and the obligations and rights of the Client as Data Controller.
- 1.7 **ECS:** Euronext Corporate Solutions B.V. and the Operational Company.
- 1.8 **Euronext Corporate Solutions B.V.,** a limited liability company incorporated under the laws of the Netherlands, having its registered office and principal place of business at Beursplein 5, 1012JW Amsterdam, the Netherlands.
- 1.9 **Euronext Group: Euronext N.V.** a company incorporated under the Laws of Netherlands, having its registered office Beursplein 5, 1012 JW Amsterdam, The Netherlands, registered with the Chamber of Commerce of Amsterdam under no. 60234520; and all its Affiliates.
- 1.10 **Fees:** the fees payable by the Client, as stated in the Order Form.
- 1.11 **GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC.
- 1.12 **General Terms:** these general terms.
- 1.13 **Intellectual Property Rights:** patents, trademarks, and trade and business names (including service marks), design rights, utility models, copyright (including copyright in computer software), database rights and know how (including trade secrets and confidential business information), in each case whether registered or unregistered, and including any similar or analogous rights to any of these rights in any jurisdiction and any pending applications or rights to apply for registrations of any of these rights.
- 1.14 **Notice:** a notice as described in clause 12.
- 1.15 **Operational Company:** the Affiliate of Euronext Corporate Solutions B.V. that provides the Service, as stated in the Service Terms and/or in the Order Form.

- 1.16 **Order Form:** segment of the Agreement setting out the Service requested, price, Operational Entity and client details.
- 1.17 **Personal Data:** Any information relating to an identified or identifiable natural person, as defined in Article 4(1) of GDPR.
- 1.18 **Processing or Processed:** Any operation or set of operations which is performed on Personal Data, whether or not by automated means, as defined in Article 4(2) GDPR. This includes, but is not limited to, collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, erasure, or destruction.
- 1.19 **Service:** the service provided by the Operational Company to the Client, as stated in the Service Terms and/or in the Order Form.
- 1.20 **Service Terms:** segment of the Agreement setting out terms specific to the Service.
- 1.21 **Usage Restrictions:** the restrictions under which the Client may use the Service, as set out in the Service Terms.

2. STRUCTURE OF THE AGREEMENT

- 2.1 The Agreement consists of these General Terms, the Service Terms related to the chosen Service, and the Order Form. Each individually executed Order Form will constitute a separate agreement between ECS and the Client.
- 2.2 Each Agreement is entered into by Euronext Corporate Solutions B.V. and the Operational Company named in the Order Form.
- 2.3 In the event of a conflict between General Terms, the Service Terms and the Order Form, the order of precedence is as follows:
 - 2.3.1. Order Form
 - 2.3.2. Service Terms
 - 2.3.3. General Terms

3. CLIENT'S OBLIGATIONS

- 3.1 The Client shall pay the Fees for the chosen Service, in the currency stated in the Service Terms or Order Form, before the date stated in the Service Terms or on the invoice, to the bank account provided by ECS.
- 3.2 In using the Service, the Client shall not infringe upon the terms of this Agreement, applicable laws, regulations or the Intellectual Property Rights of third parties.
- 3.3 The Client shall use the Service within the bounds of the Usage Restrictions set out in the Service Terms.
- 3.4 The Client shall use reasonable efforts in accordance with industry standards to prevent the introduction of viruses, malware or other harmful interruptions to ECS systems and operations.
- 3.5 The Parties shall provide each other all information and assistance reasonably necessary for the performance of the Agreement.
- 3.6 Where the Service Terms allow the Client's Affiliates to use the Service, the Client shall ensure that its Affiliates abide by the terms of the Agreement as if these Affiliates were party to the Agreement. Any breach of this Agreement by an Affiliate of the Client shall be deemed a breach by the Client, and the Client shall assume all responsibility and liability for such breach by the Affiliate.

4. ECS RIGHTS AND OBLIGATIONS

- 4.1 The Service is provided by the Operational Company, as set out in the Service Terms. Euronext Corporate Solutions B.V. and the Operational Company are not jointly responsible for the provision of the Service, and are not jointly and severally liable nor responsible for any debts, claims or liabilities that may arise thereof.
- 4.2 Where the Client materially breaches the Agreement, ECS may suspend provision of the Service until it is satisfied that the Client is no longer in breach.

5. INTELLECTUAL PROPERTY

- 5.1 The Intellectual Property Rights of whatsoever nature in the Service shall be and remain vested in ECS or its licensors.
- 5.2 Unless stated explicitly to the contrary, the Agreement does not involve the transfer of any Intellectual Property Rights.
- 5.3 The Client shall not change, remove or arrange the removal of any indication regarding Intellectual Property Rights belonging to ECS or other third parties placed in the Service, without the prior written consent of ECS.
- 5.4 The Client shall not carry out any actions that may infringe ECS' Intellectual Property Rights.

6. FEES AND PAYMENT TERMS

- 6.1 All Fees shall be exclusive of any value added tax or any local withholding taxes arising from the Agreement for which the Client shall remain liable.
- 6.2 ECS shall invoice the applicable Fees in the manner stated in the Service Terms or Order Form. Any overdue amounts may, in ECS' reasonable discretion, accrue an interest equal to 1% (one percent) per calendar month or any part thereof. Furthermore, all judicial and extra judicial costs will be entirely for the account of the Client. If this Agreement is terminated for any reason whatsoever, all amounts owed by the Client to ECS shall immediately fall due.
- 6.3 ECS may adjust the Fees and/or the basis of calculation of the Fees from time to time by giving Client not less than 30 (thirty) days' prior Notice. If as a result of such adjustment, the Fees are increased, the Client may terminate the Agreement by giving Euronext Notice within those 30 (thirty) days. The Agreement will terminate on the date that such increase would have come into effect. If Euronext does not receive a termination Notice, the Client shall be deemed to have agreed to the increase in Fees.

7. LIABILITY AND INDEMNIFICATION

- 7.1 All warranties and representations implied are hereby excluded and ECS shall be under no liability to the Client and/or any Affiliates for any loss, damage, cost, claim or expense howsoever arising whether or not caused by the negligence of ECS, its officers, employees, agents or representatives, save that ECS will accept liability for death, personal injury, fraud, gross negligence or wilful misconduct.
- 7.2 The aggregate liability of ECS to the Client and its Affiliates under the Agreement whether for negligence, breach of contract, any indemnity, misrepresentation or otherwise shall not exceed an amount equal to the total (inclusive of value added tax) of Fees paid to ECS by the Client over the 12 (twelve) months prior to the circumstances giving rise to the claim.
- 7.3 Neither Party will be liable to the other for any indirect, special or consequential loss or damage, any loss of profit, business revenue or goodwill or loss of data arising out of the Agreement.

8. AMENDMENTS

- 8.1 ECS reserves the right to unilaterally change or update the Agreement, subject to the Operational Company providing the Client at least 90 (ninety) days Notice. In the event that the Client cannot accept the new conditions, it shall be entitled to terminate the Agreement by giving written Notice to the Operational Company within the 30 (thirty) days of the Operational Company sending the initial Notice. The termination shall take effect from the date such change or update is implemented by ECS.
- 8.2 ECS reserves the right in its sole discretion to add or remove content from the Service. As part of the change to the Service, ECS may choose to amend the Fees reflecting the addition or removal of content. The Operational Company shall provide at least the Client at least 90 (ninety) days Notice. In the event that the Client cannot accept the new conditions, it shall be entitled to terminate the Agreement by giving written Notice to the

Operational Company within the 30 (thirty) days of the Operational Company sending the initial Notice. The termination shall take effect from the date such change or update is implemented by ECS. However, if such addition or removal is necessary for ECS to comply with regulatory or contractual obligations, or due to unavailability, such change may occur immediately upon Notice.

9. CONFIDENTIALITY

- 9.1 The Parties undertake not to disclose the content of this Agreement and all other information, in any form, obtained in performing this Agreement in any way to any third party (other than Euronext Affiliates or their employees, advisors and contractors on a need to know basis) nor to use it for any purpose other than in the performance of this Agreement, unless the other Party has explicitly given permission in writing. The Parties shall ensure that their employees, Affiliates, contractors, advisors and any other parties under its control and/or responsibility shall do the same.
- 9.2 This obligation does not apply to information or documents that:
- At the time of disclosure are already, through no fault of either Party, in the public domain,
 - After disclosure have become generally available to third parties through no fault of the Party that disclosed them,
 - Are already known to the receiving Party other than as a consequence of a breach of this Agreement,
 - Are or become rightfully known to either Party without restriction from another source,
 - Are required to be disclosed by order of governmental authorities.

10. PERSONAL DATA

- 10.1 The Operational Company named in the Order Form and the Client shall act as an independent Data Controller with respect to any Personal Data it may receive from the other in the management and performance of the contractual relationship (e.g., contact details of personnel, contractual management data, etc.). Each Party shall comply independently with the GDPR and applicable data protection laws.
- 10.2 Where the Operational Company processes Personal Data on behalf of the Client under a specific Service, the Parties acknowledge that the Operational Company acts as a Data Processor and the Client as a Data Controller. In such cases, a DPA shall be executed and referenced in the applicable Service Terms.
- 10.3 Where the Operational Company and the Client both act as independent Data Controllers, no DPA is required. Each Party shall remain individually responsible for compliance with applicable data protection obligations.
- 10.4 In the event of any conflict between this clause and the DPA, the DPA shall prevail regarding the Processing of Personal Data.

11. FORCE MAJEURE

- 11.1 Neither Party shall be liable or be deemed to be in default under the Agreement for any failure to perform its obligations hereunder, arising directly or indirectly from events or circumstances beyond its reasonable control (including without limitation governmental orders or restrictions, war, war-like conditions, hostilities, civil insurrection, sanctions, mobilisations, blockade, embargo, detention, revolution, riot, looting, strikes (outside of its organisation) or lock-outs to which the Party claiming benefit of the force majeure event is not a party, plagues or other epidemics, fire, flood, thunderbolts and other calamities that are not caused by human act or omission).

- 11.2 If a force majeure event occurs as described in this clause, the Party not being able to perform its obligations due to force majeure will inform the other Party as soon as practicably possible.
- 11.3 If such circumstances as described in this clause continue for more than 14 (fourteen) days, either Party may terminate the Agreement immediately on Notice.

12. NOTICES

- 12.1 Unless specifically provided otherwise, any Notices arising from the terms of this Agreement shall be served on the Party in question at the email addresses each Party has designated for that purpose in writing to the other Party.
- 12.2 It is each Party's responsibility to ensure that its contact details are accurate and up to date.

13. ASSIGNMENT

- 13.1 ECS may assign the Agreement, in whole or in part, to an ECS Affiliate upon 30 (thirty) days' Notice to the Client. If the Client disagrees, the Client may terminate the Agreement by giving ECS Notice within those 30 (thirty) days. If ECS does not receive a termination Notice, the Client shall be deemed to have agreed to the assignment or subcontracting.
- 13.2 Except for the above, neither Party may assign any right or obligation of the Agreement without the prior written consent of the other, such consent not to be unreasonably withheld, conditioned or delayed.

14. MISCELLANEOUS

- 14.1 If one or more provisions of this Agreement are deemed to be invalid or ruled to be invalid in application of a statute or regulation or following a final decision of a competent court, the other provisions thereof shall remain in full force and effect.

- 14.2 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.3 The Agreement will only be valid if executed in the English language. In case the Agreement, or part thereof, is translated into another language this is for information purposes only and only the English version shall be binding upon the Parties.
- 14.4 Nothing in the Agreement will create or be deemed to create a partnership or agency relationship between the Parties.
- 14.5 Failure or delay by either Party to exercise any right or remedy under the Agreement will not be considered as a waiver of such right or remedy nor as an acceptance of the event giving rise to such right or remedy. Any waiver under the Agreement shall only be effective if made in a written instrument signed by (a) duly authorized representative(s) of the Party to be bound thereby. The rights of each Party under this Agreement may be exercised as often as necessary and are cumulative and not exclusive of rights and remedies provided by law.

15. TERM AND TERMINATION

- 15.1 The Agreement shall come into force upon signature of the Order Form by both Parties. The term shall be provided in the Service Terms and/or Order Form.
- 15.2 Either Party may terminate this Agreement immediately in the event of:
- any material breach of the Agreement by the other Party, which is incapable of remedy or, if capable of remedy, is not remedied within 30 (thirty) days of written Notice being given by the other Party requiring it to be remedied; or
 - a moratorium of payment of debts is granted to the other Party; insolvency of the other Party; any proceedings, whether voluntary or involuntary,

being instituted for the winding-up of the other Party or for the appointment of a receiver; or the other Party's business is taken over, transferred, nationalised or shut down in whole or in part by governmental authorities, or

- an order or request from a regulatory or other governmental authority that would necessitate termination of the Agreement.
- Either Party may terminate the Agreement for convenience by giving the other Party prior written notice. The minimum number of days for such notice is set out in the Service Terms.
- In the event of termination for convenience by ECS, or termination due to force majeure (clause 11) or material breach of the Agreement by ECS, ECS will refund the Client all fees that have already been paid for Services that have not yet been provided.

16. GOVERNING LAW AND JURISDICTION

- This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Netherlands.
- The courts of Amsterdam, the Netherlands have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement).



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