

# Nasdaq Sustainable Bond Network

## Portal Terms And Conditions

---

These terms and conditions (the "**Agreement**") constitute a legally binding agreement made between the entity identified in the Application Form (the "**Company**") and Nasdaq Stockholm AB ("**Nasdaq**"), concerning Company and Company's Authorized User's access to and use of the Nasdaq Sustainable Bond Network portal, or its successor thereto (the "**Portal**").

If Company does not accept this Agreement, Company and each of its Authorized Users must refrain from using the Portal. If Company or any of its Authorized Users continues to use the Portal, Company will be deemed to have accepted this Agreement. This Agreement must be read in conjunction with any other applicable terms and conditions governing the use of this Portal from time to time.

### 1. Definitions.

The following terms, in addition to those set forth above, when used in this Agreement, shall have the meanings set out below:

*"Affiliate"* shall mean any individual, corporation, company, partnership, limited partnership, limited liability company, trust, association, special purpose or other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Party.

*"Authorized User"* shall mean the Portal Administrator(s) and any Users designated by Company in the Application Form and pursuant to Section 3 of this Agreement.

*"Bond Framework"* shall mean the manner in which Company intends or has committed to allocate bond proceeds in accordance with the applicable bond standards. The Bond Framework should, at minimum, include information on: (i) projects or project categories to which bond proceeds will be allocated; and (ii) the manner in and frequency with which it will report on its allocation of bond proceeds.

*"Claims and Losses"* means any and all liabilities, obligations, losses, damages, penalties, claims, suits, costs, judgments, settlements, and expenses of whatever nature, whether incurred by or issued against an indemnified Party or a third party, including, without limitation, (a) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, or other indirect loss or damage) and (b) reasonable out-of-pocket administrative costs, investigatory costs, litigation costs, and auditors' and attorneys' fees and disbursements.

*"NSBN Technical Specifications"* shall mean the technical specifications and data formats for submission of Customer Data.

*"Service"* shall mean the Nasdaq Sustainable Bond Network (NSBN) and shall include the information, data, access, capabilities, dissemination services, functions, features, software, and equipment that relate to NSBN. The Service shall also include as applicable, the performance of services by Nasdaq and any deliverables or items delivered under this Agreement.

## 2. Nasdaq Sustainable Bond Network (NSBN).

- 2.1. Nasdaq hosts operates and maintains the Service that collects and disseminates bond information, issuer information about the sustainability projects the bond is financing, expert opinion assessing the sustainability of the project or self-certification, and impact metrics (collectively, "Bond Information") through the Portal.
- 2.2. Company desires to: (a) access the Portal and use the Bond Information available through the Service; and/or (b) is an issuer, agent or service bureau that owns or has the right to license certain bond and other information (the "Company Data") for distribution through the Service.

## 3. Registration and Access to the Portal.

- 3.1. **Registration.** To access and participate in the Services, Company may be required to complete a registration process and create an account ("Account") by providing current, complete and accurate information as prompted by the registration form or as otherwise detailed in the application form. Company is responsible for any activities or actions under Company's Account including any actions by Authorized Users, whether or not Company has authorized such activities or actions, and Company must promptly notify Nasdaq of any unauthorized use of Company's Account. Nasdaq reserves the right to refuse registration for any reason.
- 3.2. **Portal Administrator.** Company shall appoint a Portal administrator ("Administrator"). The initial Administrator shall be designated in the application form, but may be updated by Company through the Portal. The Administrator shall be responsible for managing and appointing additional Administrators and/or User(s) (of the Account in accordance with Section 3.3 below; provided nothing shall limit Company's right to represent itself. Company shall remain solely responsible and liable for all Administrators under the Company Account.
- 3.3. **Users.** Each Administrator shall be entitled to appoint one or more individuals to be users of the Portal (each a "User"). The Administrator shall have the ability to delegate certain rights and responsibilities to a User through the Portal. In the event of any such delegation, the User shall be deemed the representative of Company for such delegated rights or activities; provided nothing shall limit Company's right to represent itself. Company shall ensure that all User information is up to date and shall be responsible from removing any User from the Account including if the User is no longer employed or is acting as an agent on behalf of Company. Company shall remain solely responsible and liable for all Users under the Company Account.
- 3.4. Company is responsible for obtaining at its own expense all equipment and services needed to access the Services. If Company is accessing the Services by a mobile device, Company's wireless carrier may charge you fees for data, text messaging, and other wireless access or communications services. Nasdaq does not guarantee that its Services can be accessed through all wireless devices or service plans or are available in all geographical locations.

## 4. License to Portal; Ownership.

- 4.1. **Service.** Nasdaq grants Company and each Authorized Users a non-exclusive, non-transferable, non-assignable license to access and use the Portal for: (a) submitting the Company Data for dissemination through the Service in accordance with Section 5; and, subject to entering into a separate Nasdaq data license agreement, (b) utilizing the Bond Information transmitted from the Service solely for internal purposes in accordance with this Agreement. Company may not sell, lease, furnish or otherwise permit or provide access to the Service or any data contained therein (except for Company Data) to any third parties. Company will not engage in the operation of any illegal business; use or permit anyone else to use the Service, or any part thereof, for any illegal purpose. Company shall not affect the integrity of the Service or data received through the Service and Company shall not render the data received through the Service inaccurate, unfair, misleading or discriminatory.
- 4.2. **Ownership.** Company acknowledges and agrees that Nasdaq and Nasdaq's third party licensors including other participants in the Service retain all right, title and interest in the Portal, Service and the Bond Information contained therein (excluding Company Data).

## 5. Company Data; Ownership.

- 5.1. Company Bond Framework.** Company shall submit a Bond Framework with Company's application. Company shall be responsible for ensuring that the information within the Company Bond Framework is true and accurate and shall update the Company Bond Framework through the Portal. Company may input Company bond information in accordance with the Bond Framework and NSBN Technical Specifications. Company shall be responsible for updating any bond information in the event of a change to or removal of a Company bond. Nasdaq may reject or remove any bond from the Platform in its sole discretion. Nasdaq shall endeavor to provide notice of any such rejection or removal within five (5) business days of such rejection or removal.
- 5.2. Company Data.** Company grants to Nasdaq a non-exclusive, non-transferable, worldwide, royalty free, irrevocable right and license to receive, and use the Company Data for the following purposes: (a) for dissemination through the Service; and (b) for use within Nasdaq and its Affiliate's commercial market data products. In the event Company removes any Company Data from the Portal or no longer desires to distribute applicable Company Data, Nasdaq shall retain the perpetual irrevocable right to use and distribute any Company Data input or collected prior to such removal.
- 5.3. Company Website.** In the event Company identifies a website on its Application and/or in the Portal and notwithstanding any terms of service or other agreement governing such website, Company grants Nasdaq the right to collect bond related data and information from such site including through automated extraction (e.g. scraping/mining). All such collected data shall be deemed Company Data pursuant to this Agreement.
- 5.4. Ownership.** Company retains all right, title and interest in the Company Data provided by Company under this Agreement and nothing within this Agreement shall diminish Company's right to use the Company Data outside this Agreement.

## 6. Company Responsibilities.

- 6.1.** Company shall only submit Company Data for the bonds that: (a) Company has the right to license in accordance with this Agreement and comply with the Company Bond Framework; (b) such submission will not violate any applicable laws; and (c) such Company Data is permissible and advisable for distribution through the Service in accordance with applicable law and regulation..
- 6.2.** Company shall be solely responsible for the information uploaded or provided to the Portal (or to Nasdaq for Nasdaq's subsequent provision or entering of such provided information to the Portal), regardless of whether such information consists of information about any private individual, financial information or information of any other kind. Without limiting the generality of the foregoing, Company shall ensure that no information it provides to the Portal includes any Trojan horses, viruses, harmful source code, or software or similar. Company shall be solely responsible for obtaining any intellectual property rights or licenses to any intellectual property rights as are necessary for the entering into or provision of information to the Portal. In addition, Company shall be solely responsible for the correctness, accuracy, or appropriateness of such information. Nasdaq will in no event be responsible for the correction, blocking or deletion of any such incorrectness, inaccuracy or inappropriateness of such information.
- 6.3.** On an annual basis, Company shall submit an update to Company's annual report. Additionally, Company shall use commercially reasonable efforts to update changes in the name or address of Company bond or any other material listing or corporate action information. Additionally, Company shall promptly notify Nasdaq in the event of any material inaccuracies in any Company Data which Company would be required to disclose as an issuer under applicable law or any regulatory events (e.g. claims, investigations) involving an applicable Company bond.
- 6.4.** Company shall comply with any Nasdaq technical specifications or requirements in accessing the Service. In the event Nasdaq provides a back-up option to access the Service, Company shall only use such back-up option in cases where the primary means of accessing the Service is unavailable.

## 7. Nasdaq Rights and Obligations

- 7.1.** Nasdaq shall use commercially reasonable efforts to offer access to the Portal during reasonable business hours and to disseminate Company Data directly or through vendors so long as it appears in Nasdaq's discretion to be in the public interest to do so, but Nasdaq is under no obligation to continue such service and may terminate it at any time, with notice to Company. In the event that the Portal or Service is not available as a result of a failure by Nasdaq to perform its obligations under this Agreement, Nasdaq shall use commercially reasonable efforts, giving due regard for the cost, time, and effect on other users of the Portal and/or Service, to correct any such failure. Nasdaq shall operate the Service and Portal in accordance with Nasdaq's information security policies and procedures.
- 7.2.** Nasdaq may review and amend the Company Bond Framework to ensure that the Company complies with its obligations under these Terms and Conditions and/or pursuant to any specific instructions, terms and conditions as Nasdaq may from time to time provide through the Portal or otherwise. Nasdaq reserves the right to review and: (a) amend Company Data which is entered into the Portal by Company or on its behalf; (b) withhold Company Data from dissemination if, in Nasdaq's sole discretion, including if there is a reasonable basis for believing that the Company Data is in error or if for any other reason it appears that continued dissemination of the Company Data would not be appropriate in the public interest and the protection of investors; or (c) publish any Company Data after submission by Company.
- 7.3.** Nasdaq may, upon notice to Company (email to suffice), suspend or discontinue the collection or dissemination of Company Data with regard to particular Bond(s) in Nasdaq's sole discretion including if: (a) the Company or a particular Company bond ceases to be eligible for participation in Service; (b) the Company or a particular Company bond fails to comply with the terms of this Agreement; or (c) it is determined by Nasdaq that the Company has misrepresented its qualifications for inclusion in the Service.
- 7.4.** If Nasdaq has reasonable grounds to believe that Company or Authorized User uses an Account in breach of this Agreement and/or of any specific instructions as Nasdaq may from time to time provide through the Portal and Services, Nasdaq shall have the right to immediately and without prior notice suspend the applicable Authorized User(s). Similarly, Nasdaq shall also have the right to block an applicable Authorized User(s) if Nasdaq has reasonable grounds to believe that Company or an Authorized User is acting in a manner that may cause damage to Nasdaq or any third party (including in case of repeated login failures or in case Nasdaq suspects unauthorized use of an Account).
- 7.5.** Company acknowledges and agrees that nothing in this Agreement constitutes an undertaking by Nasdaq to continue providing the Portal or the Service, or any aspect of the Portal or the Service, in its present form including the method or format for dissemination of data. Nasdaq, in its sole discretion, may from time to time make additions to, deletions from, or modifications to the Portal and/or Service. Nasdaq shall undertake reasonable efforts to notify Company in writing of any material change to the Portal or Service, which means may include, but not be limited to emailing notice of such changes to Company and/or posting such changes on the Website. Receipt or use of the Portal or Service after any change shall constitute acceptance of the Portal and/or Service as changed.

## 8. Economics.

Each Party shall be responsible for its respective costs and expenses under this Agreement.

## 9. Term, Termination and Survivability.

- 9.1.** Term. The Term of the Agreement will commence upon acceptance by Nasdaq of the application form or order form, as applicable, and continue until terminated in accordance with Section 9.2.
- 9.2.** This Agreement may be terminated:
- 9.2.1.** By either Party for any reason or no reason whatsoever upon thirty (30) days prior written notice.
  - 9.2.2.** By either Party, upon breach and not less than fifteen (15) days prior written Notice to the breaching Party, unless, if the breach is capable of being cured, the breach is cured within the Notice period.

- 9.2.3.** Nasdaq, immediately, in the event Company becomes insolvent; or Company makes an assignment for the benefit of creditors; or the Company files or has filed against it any petition under any provision of the Bankruptcy Act or an application for a receiver, trustee, or custodian is made by anyone or Company becomes the subject of any proceeding or bankruptcy, insolvency, reorganization, dissolution, receivership, liquidation or arrangement, adjustment, or composition with creditors.
- 9.2.4.** Nasdaq immediately, in the event that Company is not permitted to receive or Nasdaq is prevented from disseminating the Service, or any part thereof; or any consent, representation, warranty or certification made by Company in the Agreement or in any other document furnished by Company is, as of the time made or furnished, false or misleading; or that Nasdaq, in its sole discretion, determines that any failure on the part of the Company to comply with the Agreement has or is likely to have an adverse impact on the operation or performance of the Service or any of Nasdaq.
- 9.2.5.** Nasdaq, upon not less than fifteen (15) days prior written Notice, in the event that any material consent, representation, warranty or certification made by Company in the agreement or in any other document furnished by Company becomes untrue or inaccurate and is not made true or accurate within the Notice Period.
- 9.3.** Upon termination of this Agreement for any reason, Company shall cease any and all use of the Portal and Service and shall, upon request, provide certification to Nasdaq that it has done so.

## **10. Confidentiality**

- 10.1.** In the event either Party (the **"Receiving Party"**) obtains during the course of the Agreement, direct or indirect access to the confidential or proprietary information of the other Party (the **"Disclosing Party"**) (which may include but not be limited to, certain confidential and/or proprietary financial, sales and distribution, marketing, research and development, organizational, employee, technical and business information, policies or practices, portfolio holdings and securities related information and certain non-public personal or financial information received from or relating to third parties such as a Party's own clients and customers), the Receiving Party shall adhere to industry best practices for securing the Confidential Information of the Disclosing Party so as to reasonably ensure that such Confidential Information is not lost, stolen or otherwise used, modified or accessed by any unauthorized person.
- 10.2.** The Receiving Party shall have the limited right to use the Confidential Information only for the purpose of fulfilling its commitments and obligations to the Disclosing Party under this Agreement and for no other purpose.
- 10.3.** The Receiving Party shall promptly notify the Disclosing Party of any breach or suspected breach of the provisions of this Section 7.
- 10.4.** "Confidential Information" shall not include any information which the Receiving Party can demonstrate: (a) is in the public domain through no fault or breach of confidentiality by such Receiving Party; (b) was rightfully known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained in such circumstances subject to a requirement of confidentiality; or (c) was developed independently of, and without the use of or access to, any Confidential Information exchanged pursuant to this Agreement.
- 10.5.** Despite the obligations of this Section, the Receiving Party may disclose Confidential Information of the Disclosing Party to the limited extent such Confidential Information is required to be disclosed by the Receiving Party by Law or pursuant to an order of any court, administrative body or self-regulatory organization; provided that, where practicable, the Receiving Party shall provide the Disclosing Party with notice of such request or order, including copies of subpoenas or orders requesting such Confidential Information, and shall not make disclosure pursuant thereto until legally required.
- 10.6.** The provisions of this Section 10 shall survive termination of this Agreement.

## 11. Disclaimers.

THE SERVICE IS AN INFORMATIONAL SERVICE THAT DESCRIBES BONDS THAT PURPORT TO MEET CERTAIN SUSTAINABILITY CRITERIA AS DESCRIBED ON THE PORTAL. THESE CRITERIA ARE NOT LISTING REQUIREMENTS NOR ARE THEY APPROVED BY THE U.S. SECURITIES EXCHANGE COMMISSION (SEC) OR OTHER REGULATORY AGENCY. BONDS ELIGIBLE FOR INCLUSION IN NSBN MAY INCLUDE BONDS THAT ARE NOT LISTED ON OR TRADED ON ANY EXCHANGE OR THOSE THAT ARE ISSUED OUTSIDE OF THE UNITED STATES. YOU SHOULD CONSULT THE LAWS AND REGULATIONS THAT APPLY IN YOUR JURISDICTION TO DETERMINE WHETHER AND HOW YOU MAY INVEST IN ANY BONDS INCLUDED ON NSBN. NSBN DOES NOT INDEPENDENTLY INVESTIGATE OR VERIFY ANY REPRESENTATIONS MADE BY ISSUERS OR THIRD PARTIES AS TO BONDS' COMPLIANCE WITH SUSTAINABLE BOND STANDARDS OR THE ACCURACY, AUTHENTICITY, COMPLETENESS, OR CURRENT NATURE OF ANY THE INFORMATION THAT ISSUERS OR THIRD PARTIES PROVIDE TO NSBN ABOUT THEMSELVES, THE BONDS, OR THE USE OF BOND PROCEEDS. YOU ARE STRONGLY ENCOURAGED TO COMPLETE YOUR OWN INDEPENDENT DUE DILIGENCE BEFORE INVESTING IN BONDS INCLUDED IN NSBN, INCLUDING OBTAINING ADDITIONAL INFORMATION, OPINIONS, FINANCIAL PROJECTIONS, AND LEGAL OR OTHER INVESTMENT ADVICE. THE DOCUMENTS AND OTHER INFORMATION APPEARING ON SERVICES ARE HISTORICAL ONLY AND SPEAK ONLY AS OF THEIR RESPECTIVE DATES. BOTH THE APPLICABLE ISSUER OF THE SECURITIES AND NASDAQ EXPRESSLY DISCLAIM ANY INTENTION OR OBLIGATION TO UPDATE OR REVISE ANY SUCH DOCUMENT OR INFORMATION. YOU SHOULD NOT INTERPRET A DETERMINATION BY NASDAQ, INC. TO INCLUDE OR EXCLUDE ANY BOND FROM THE NSBN WEBSITE AS A REPRESENTATION OR WARRANTY BY NASDAQ, INC. OF, OR ANY INDICATION OF, THE SUITABILITY OF A BOND FOR INVESTMENT, ITS COMPLIANCE WITH ANY SUSTAINABLE BOND STANDARD, OR ANYTHING OTHER THAN A SIMPLE DETERMINATION BY NASDAQ AS TO WHETHER THE INFORMATION ABOUT THE BOND SUPPLIED BY THE ISSUER SATISFIES THE NSBN APPLICATION REQUIREMENTS AND WHETHER THE ISSUER HAS PAID ANY APPLICABLE FEES.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, CERTAIN INFORMATION AND DOCUMENTS APPEARING ON THE SERVICE ARE NOT DIRECTED INTO AND MAY NOT BE VIEWED BY OR DISTRIBUTED TO ANY PERSON IN THE UNITED STATES OF AMERICA. IN THE EVENT COMPANY HAS ENTERED INTO A LICENSE AGREEMENT WITH NASDAQ, COMPANY FURTHER AGREES THAT ANY REPRODUCTION OR DISTRIBUTION OF ANY OF THE DOCUMENTS OR OTHER INFORMATION APPEARING ON OR LINKED FROM THE SERVICE, IN WHOLE OR IN PART, OR ANY DISCLOSURE OF ANY OF THEIR CONTENTS MAY BE PROHIBITED OR LIMITED BY THE LAWS OF CERTAIN JURISDICTIONS. COMPANY REPRESENTS, WARRANTS AND AGREES TO COMPLY WITH ALL SUCH PROHIBITIONS OR LIMITATIONS. CERTAIN SECURITIES CONTAINED IN THE SERVICE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES ABSENT REGISTRATION OR AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT.

NSBN IS NOT A PART OF THE NASDAQ STOCK MARKET LLC ("NASDAQ") OR ITS AFFILIATED EXCHANGES, AND BONDS INCLUDED ON THE SERVICE MIGHT NOT BE LISTED ON NASDAQ OR ANY OTHER NATIONAL SECURITIES EXCHANGE. NSBN IS NEITHER A FACILITY OF NOR DOES IT PROVIDE ANY LISTING OR OTHER SERVICE ON BEHALF OF THE NASDAQ STOCK MARKET, LLC, THE NASDAQ CORPORATE BOND EXCHANGE, OR ANY NASDAQ, INC. AFFILIATED EXCHANGE. NSBN IS NOT: (A) A REGISTERED EXCHANGE UNDER THE SECURITIES EXCHANGE ACT OF 1934; (B) A REGISTERED INVESTMENT ADVISOR UNDER THE INVESTMENT ADVISORS ACT OF 1940; OR (C) A FINANCIAL OR TAX PLANNER. THE INFORMATION DOES NOT CONSTITUTE AN OFFER TO SELL, OR THE SOLICITATION OF AN ORDER TO BUY, ANY OF THE SECURITIES REFERRED TO THEREIN. INFORMATION ABOUT THE SERVICE AND THE INCLUSION OF A SECURITY IN THE SERVICE SHOULD NOT BE CONSTRUED AS INVESTMENT, FINANCIAL LEGAL OR TAX ADVICE, EITHER ON BEHALF OF A PARTICULAR SECURITY OR AN OVERALL INVESTMENT STRATEGY. NEITHER NASDAQ STOCKHOLDING AB NOR ANY OF ITS AFFILIATES MAKES ANY RECOMMENDATION TO BUY OR SELL ANY SECURITY OR ANY REPRESENTATION ABOUT THE FINANCIAL CONDITION OF ANY COMPANY. ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THOSE EXPRESSED OR IMPLIED. PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS. INVESTORS SHOULD UNDERTAKE THEIR OWN DUE DILIGENCE AND CAREFULLY EVALUATE COMPANIES BEFORE INVESTING. ADVICE FROM A SECURITIES PROFESSIONAL IS STRONGLY ADVISED.

BY ACCESSING SERVICE, COMPANY REPRESENTS, WARRANTS AND AGREES THAT COMPANY AND THE COMPANY AUTHORIZED USERS ARE PERMITTED TO DO SO UNDER THE LAWS OF YOUR RESPECTIVE JURISDICTION. ACCESS TO THE CERTAIN INFORMATION IN THE PORTAL DENIED TO PERSONS TO WHOM ANY OF THE ABOVE PROHIBITIONS OR RESTRICTIONS APPLY. NEITHER THE APPLICABLE ISSUER OF THE SECURITIES NOR THE NASDAQ STOCKHOLD AB OR ITS AFFILIATES SHALL IN ANY CASE BEAR LIABILITY FOR ANY INFRINGEMENT OF ANY SUCH PROHIBITION OR RESTRICTION.

NASDAQ DOES NOT CONTROL THE USES OF THE DATA BY PERSONS RECEIVING SUCH DATA. NASDAQ DOES NOT WARRANT THAT IT WILL NOTIFY THE COMPANY OR OTHERWISE INVESTIGATE REPORTS THAT THE DATA IS IN ERROR. COMPANY UNDERSTANDS AND AGREES THAT THE DISCLAIMERS OF WARRANTIES AND THE LIMITATIONS OF LIABILITIES SET FORTH IN THIS AGREEMENT ARE APPLICABLE TO ALL ASPECTS OF THE PORTAL AND THE SERVICE, INCLUDING, BUT NOT LIMITED TO, CLAIMS AND LOSSES OF COMPANY RELATING TO OR ARISING FROM THE DISSEMINATION OF THE DATA TO THE PRESS, MARKET DATA VENDORS OR OTHER PARTIES.

BEYOND THE WARRANTIES STATED IN THIS SECTION, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, NON-INFRINGEMENT, ACCURACY, FREEDOM FROM INTERRUPTION ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE).

## **12. Limitation of Liability**

- 12.1.** IN THE EVENT THAT THE PORTAL OR THE SERVICE IS NOT REASONABLY AVAILABLE, IS DELAYED, IS INTERRUPTED, IS INCOMPLETE, OR IS OTHERWISE MATERIALLY AFFECTED FOR A CONTINUOUS PERIOD OF FOUR (4) HOURS OR MORE DURING THE TIME NASDAQ REGULARLY MAKES AVAILABLE THE PORTAL OR THE SERVICE DUE TO THE FAULT OF NASDAQ (EXCEPT FOR A REASON PERMITTED IN THIS AGREEMENT), OR FOR MORE THAN A TOTAL DURATION OF TWELVE (12) HOURS IN A SINGLE CALENDAR MONTH DURING THE TIME THAT NASDAQ REGULARLY MAKES THE PORTAL OR SERVICE AVAILABLE DURING A REGULAR CALENDAR MONTH, THE COMPANY'S EXCLUSIVE REMEDY AGAINST NASDAQ SHALL BE: (A) IF COMPANY CONTINUES TO RECEIVE THE SERVICE, A PRORATED MONTH'S CREDIT FOR THE AFFECTED TIME PERIOD, OR, (B) IF COMPANY NO LONGER RECEIVES THE SERVICE, A PRORATED MONTH'S REFUND FOR THE AFFECTED TIME PERIOD AT ISSUE. SUCH CREDIT OR REFUND SHALL BE REQUESTED BY WRITTEN NOTICE TO NASDAQ WITH ALL PERTINENT DETAILS.
- 12.2.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NASDAQ SHALL NOT BE LIABLE TO COMPANY, OR ANY OTHER PERSON FOR INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, TRADING LOSSES, USE OR LOSS OF DATA, LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR INCREASED EXPENSES OF OPERATION, COST OF COVER, OR OTHER INDIRECT LOSS OR DAMAGE) OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING ARISING OUT OF OR IN CONNECTION WITH THE VIEWING, USE, RELIANCE ON OR PERFORMANCE OF THE PORTAL, ITS FUNCTIONALITY OR ITS CONTENT, WHETHER DUE TO INACCURACY, ERROR, OMISSION OR ANY OTHER CAUSE AND WHETHER ON THE PART OF NASDAQ, ITS REPRESENTATIVES, ANY OTHER PERSON OR THIRD PARTIES, EVEN IF NASDAQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.3.** NASDAQ SHALL NOT BE LIABLE TO COMPANY OR ANY OTHER PERSON FOR ANY UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETENESS, OR INACCURACY OF THE SERVICE THAT LASTS LESS THAN FOUR (4) CONTINUOUS HOURS DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE SERVICE OR IF THE PORTAL OR SERVICE IS MATERIALLY AFFECTED FOR LESS THAN FOUR (4) CONTINUOUS HOURS DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE SERVICE UNLESS THE TOTAL DURATION OF SERVICE DISRUPTION EXCEEDS TWELVE (12) HOURS IN A SINGLE CALENDAR MONTH DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE INFORMATION DURING A REGULAR CALENDAR MONTH.

- 12.4.** EXCEPT WITH RESPECT TO A BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 10 OR AS A RESULT OF THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13, IF NASDAQ IS HELD LIABLE TO THE COMPANY OR TO ANY OTHER PERSON FOR THE PORTAL OR SERVICES UNDER THIS AGREEMENT, WHETHER IN TORT OR IN CONTRACT, THE LIABILITY OF NASDAQ IN ANY GIVEN YEAR OF SERVICES (FROM THE EFFECTIVE DATE OF THE AGREEMENT, OR ANNIVERSARY THEREOF) OF THE AGREEMENT, AND ANY OTHER PERSON CLAIMING THROUGH, ON BEHALF OF, OR AS HARMED BY THE COMPANY, IS LIMITED TO: (I) IF THE COMPANY OR ANY OTHER PERSON CONTINUES TO RECEIVE THE SERVICE, A PRORATED MONTH'S CREDIT OF ANY MONIES DUE TO NASDAQ FROM THE COMPANY, OR, (II) IF THE COMPANY OR ANY OTHER PERSON NO LONGER RECEIVES THE SERVICE, A REFUND OF ANY MONIES PAID TO NASDAQ BY THE COMPANY, OR, IF APPLICABLE, BY ANY OTHER PERSON, FOR THE PERIOD AT ISSUE.
- 12.5.** THIS AGREEMENT SHALL NOT RELIEVE NASDAQ, THE COMPANY OR ANY OTHER PERSON FROM OR LIMIT LIABILITY FOR DAMAGES THAT RESULT FROM THEIR OWN GROSS NEGLIGENCE OR WILLFUL TORTIOUS MISCONDUCT, OR FROM PERSONAL INJURY OR WRONGFUL DEATH CLAIMS, BREACH OF CONFIDENTIALITY, VIOLATION OF APPLICABLE LAW, OR A PARTY'S INDEMNIFICATION OBLIGATIONS.
- 12.6.** THE COMPANY AND NASDAQ UNDERSTAND AND AGREE THAT THE TERMS OF THIS SECTION REFLECT A REASONABLE ALLOCATION OF RISK AND LIMITATION OF LIABILITY. BOTH PARTIES ALSO AGREE THAT THE EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, AND THE LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### **13. Indemnification.**

- 13.1.** Notwithstanding any limitation on Nasdaq's liability provided for by this agreement, Company shall be liable to, indemnify against, and hold Nasdaq, its information providers, their employees, directors, and other agents harmless from, any and all Claims or Losses imposed on, incurred by or asserted against any of Nasdaq, their employees, directors, and other agents to the extent that the Claims and Losses result from: (a) acts or omissions of the Company, its Authorized Users, employees, directors, and other agents or from the use of the Portal or Service provided hereunder in a manner not explicitly licensed hereunder or in a manner not consistent with use restrictions and requirements provider hereunder; (b) by Company, its Authorized Users, employees, directors, and other agents or by any other Person who directly or indirectly, with or without proper authorization, obtains access to or information from the Service via Company; or (c) the Company Data and Company bonds provided under this Agreement. Company's obligation to defend and indemnify under this subsection shall be conditioned on the following: (i) Nasdaq shall promptly notify the Company in writing of the claim, action or allegation (but, in any event, in a time frame that does not prejudice the rights of the Company or Nasdaq); (ii) Nasdaq shall cooperate fully with the Company in the defense thereof and the Company shall be liable to Nasdaq for Nasdaq's reasonable expenses (excluding reimbursement for the time value of Nasdaq's employees, directors, and other agents in providing such cooperation); and (iii) the Company shall have sole control of the defense and all related settlement negotiations, but upon Nasdaq's request, shall apprise Nasdaq of the status of any proceedings or negotiations. The Company shall not agree to any settlement that requires an indemnified party to pay damages, admit liability, or otherwise suffer any adverse consequence without an indemnified party's prior written consent. For the avoidance of doubt, the Company shall not be liable for any Claims or Losses arising out of the gross negligence or willful misconduct of Nasdaq.
- 13.2.** Nasdaq shall defend, indemnify and hold harmless the Company, its employees, directors, other agents, affiliates and Fund sponsors from any and all Claims and Losses imposed on, incurred by or asserted against the Company, its employees, directors, other agents, affiliates and/or Fund sponsors as a result of any allegation that the Portal or Services infringes or misappropriates any third parties' U.S. or European Community intellectual property rights; provided such obligation shall not extend to the Company Data. Nasdaq's obligation to defend and indemnify under this subsection shall be conditioned on the following: (i) the Company shall promptly notify Nasdaq in writing of the claim, action or allegation (but, in any event, in a time frame that does not prejudice the rights of the Company or Nasdaq); (ii) the Company shall cooperate fully with Nasdaq in the defense thereof and Nasdaq shall be liable to the Company for the Company



reasonable expenses (excluding reimbursement for the time value of the Company employees, directors, other agents, affiliates and Fund sponsors in providing such cooperation); and (iii) Nasdaq shall have sole control of the defense and all related settlement negotiations, but upon the Company request, shall apprise the Company of the status of any proceedings or negotiations. Nasdaq shall not agree to any settlement that requires an indemnified party to pay damages, admit liability, or otherwise suffer any adverse consequence without an indemnified party's prior written consent.

- 13.3.** For any and all Claims and Losses imposed on, incurred by or asserted against the Company, its employees, directors, other agents, and affiliates as a result of any alleged infringement or misappropriation by the Service of any third parties' intellectual property rights other than U.S. or European Community intellectual property rights, the Company shall notify Nasdaq in writing of the claim, action or allegation at least five (5) days before a responsive action is needed, so as not to prejudice the rights of the Company or Nasdaq, but, in any event, said notification to Nasdaq shall not be given later than 15 days after the Company receives notification of any alleged non-U.S. or non-European Community infringement or misappropriation. Notwithstanding the foregoing, in the case of late notification, Nasdaq shall be relieved from its indemnification obligations set forth in this Section 11 only to the extent materially prejudiced by such delay. No failure to so notify Nasdaq shall relieve Nasdaq of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure.
- 13.4.** Nasdaq shall not have the obligation to defend, indemnify and hold the Company, its employees, directors, other agents and affiliates harmless for any and all Claims and Losses imposed on, incurred by or asserted against the Company, its employees, directors, other agents and affiliates as a result of any allegation of infringement or misappropriation if the Service has not been used in accordance with this Agreement or to the extent it is based on use of a superseded version of the Service if such infringement or misappropriation would have been avoided by use of the current version of the Service.
- 13.5.** In the event of a claim, action or allegation of infringement or misappropriation or if, in Nasdaq's opinion, such a claim, action or allegation is likely to occur or if the use of the Service is enjoined because of infringement or misappropriation, Nasdaq may, at its sole option and expense, procure for the Company the right to continue using the Service, replace or modify the Service to be non-infringing, or terminate the Service.
- 13.6.** This subsection sets forth the entire liability and the exclusive remedy of Nasdaq and the Company, its employees, directors, other agents, and affiliates for the infringement or misappropriation of intellectual property.

#### **14. Notice.**

All notices and other communications required to be given in writing under this Agreement shall be directed to the persons identified in this Agreement and shall be deemed to have been duly given upon actual receipt by applicable Parties, or upon constructive receipt if sent by certified mail, return receipt requested (as of the date of signature or of first refusal of the return receipt), or by any other delivery method which obtains a signed delivery receipt, addressed to the person or entity identified or to such other address as any Party hereto shall hereafter specify by written notice to the other Party or Parties hereto. Notwithstanding the above, Nasdaq may post notices through the Portal. In the case of Nasdaq, notice shall be provided to the following:

<b>To:</b>	Nasdaq Stockholm AB Attention:
<b>Address:</b>	Tullvaktsvägen 15, 105 78 Stockholm
<b>With Copy To:</b>	Nasdaq, Inc Office of the General Counsel 805 King Farm Boulevard Rockville, MD 20850 Attn: Contracts & IP (GIS).

**15. Data Protection.**

Company understands and agrees that Nasdaq may be required to collect certain data from Company and Authorized Users of the Portal in order to enable Nasdaq to provide its services and information as facilitated by the Portal, and/or to comply with Nasdaq's legal obligations. Company acknowledges that Nasdaq will be the Data Controller (as defined under GDPR and the applicable privacy law) with respect to such Processing (as defined under GDPR and the applicable privacy law) of any personal data collected by Nasdaq from Company and Authorized Users of the Portal for such purposes and shall process such data in accordance with applicable data protection and/or data privacy law. Company is responsible for notifying Authorized Users of such collection and processing by Nasdaq related to its operation of the Portal as required by applicable data protection laws and shall refer any such individuals to Nasdaq's posted Privacy Policy at <http://business.nasdaq.com/privacy-statement/> for further information.

**16. Cookies.**

The Portal uses cookies. A cookie is a small amount of information that is transferred from the Portal to the user's 'device's web browser. The cookie carries information about the Portal, which may be needed to interact with your usage of the Portal and to adjust the content of the Portal. There are two kinds of cookies, session cookies and permanent cookies. Session cookies are deleted when a user closes its web browser and are thus not stored. Permanent cookies, on the other hand, are stored on the user's device for a longer period of time. The Portal uses session cookies only. These cookies are used to ensure that the user has logged in to the Portal and that the user shall not need to log in to each new page visited in the Portal. By accepting these Terms and Conditions, and using the Portal, Company on behalf of itself and its Authorized Users consents to the usage of cookies as set forth above. If Company does not agree to the 'Portal's usage of cookies, the user's 'device's browser may be configured to decline the usage of cookies automatically or to receive information each time a cookie is requested to be stored on your device. Please refer to the help pages of the applicable browser for further information. Please note, however, that if Company does not consent to the usage of cookies, the Portal cannot be used.

**17. Force Majeure.**

Notwithstanding any other term or condition of the Agreement, none of Nasdaq, its third party information providers or the Company shall be obligated to perform or observe its obligations undertaken in the Agreement (except for obligations to make payments hereunder and regulatory obligations) if prevented or hindered from doing so by any circumstances found to be beyond its control.

**18. Virus Notification/Assumption of the Risk.**

The Company acknowledges that it is possible to contract a virus or similar "disease" by using the Internet or material downloaded from it. In addition, Web sites are inherently not as secure or reliable an environment as computers connected by dedicated lines and have been in the past vulnerable to attack by hackers and other third parties. The Company should obtain, use and update virus-checking software routinely when the Company is using information or data obtained from the Internet. Nasdaq will use commercially reasonable efforts to assure but cannot guarantee the Company that the Service and the information or data downloaded from it will be virus or problem free. Except as set forth herein, by using the Service, the Company agrees to assume the risk of any unavailability, interruption, delay, incompleteness, or inaccuracy of the Service.

**19. Subsequent Parties; Limited Relationship.**

The Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective permitted successors or assigns. Neither Party shall assign this Agreement (including by operation of law) without the prior written consent of the other Party, such consent not to be unreasonably

withheld. Nasdaq may, however, assign this Agreement to any subsidiary or affiliate without the consent of the Company. Nothing in this Agreement, express or implied, is intended to or shall (a) confer on any individual or entity other than the Parties hereto, or their respective permitted successors or assigns, any rights to remedies under or by reason of this Agreement; (b) constitute the Parties hereto partners or participants in a joint venture; or (c) appoint one Party the agent of the other. There are no third party beneficiaries of this Agreement except for Nasdaq, Nasdaq's third party information providers that are indemnified hereunder, Fund families and trust sponsors using pricing agents and the persons indemnified under Section 15.

## **20. Corporate Names; Proprietary Rights.**

The Company acknowledges and agrees that Nasdaq has proprietary rights in certain names, including, but not limited to, "The Nasdaq Stock Market", "Nasdaq" and "NASDAQ OMX", and that the Company shall not use these names without the express written approval of Nasdaq or in any way that would infringe upon such names. The Company acknowledges and agrees that Nasdaq or their information providers have proprietary rights in certain trademarks, service marks, copyrights or patents, registered or unregistered, and the Company shall not use these trademarks, service marks, copyrights or patents, registered or unregistered, in any way without the express written approval of Nasdaq or that would infringe upon such marks, copyrights or patents. Nasdaq also agrees not to use the Company's name, trademarks, service marks, logos, trade names and/or branding for marketing or publicity purposes, without the Company's written consent.

## **21. Entire Agreement.**

The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, communications, writings, and understandings. In the event of any conflict between the provisions of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, if and where applicable. The use of the singular in this Agreement shall include the plural, and vice versa. Section headings are included for convenience only and are not to be used to construe or interpret this agreement.

## **22. Amendment; Waiver.**

- 22.1.** Nasdaq may alter any term or condition of this Agreement on sixty (60) days notice to the Company, and any use of the Service after such date shall be deemed to be acceptance of the new term or condition. The means of notifying the Company of such new term or condition shall be posting such alteration on Nasdaq Trader.
- 22.2.** No failure on the part of Nasdaq or the Company to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

## **23. Governing Law.**

The Agreement shall be deemed to have been made in Sweden, and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the Sweden, without reference to principles of conflicts of laws thereof. Company hereby consents to submit to the jurisdiction of the courts in and of Sweden in connection with any action or proceeding instituted relating to the Agreement.

## **24. Severability.**

If any of the provisions of the Agreement, or application thereof to any individual, entity or circumstance, shall to any extent be held invalid, or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to individuals, entities, or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.