

# Confidentiality Agreement

between

Fact Informationssysteme & Consulting GmbH  
Hellersbergstraße 11  
41460 Neuss – Germany

hereinafter: Fact

and

hereinafter: data provider

each party also being named as Contractor and together “the Contractors”

Fact operates a platform for the exchange and provision of selected financial data (Fin XN), the service. The data provider wants to distribute financial data to third parties via the platform Fin XN.

This information may only be provided on the platform, if the Contractors have committed in writing unified confidentiality conditions.

Against this background, the Contractors covenant to comply with the following confidentiality rules:

1. “Confidential Information” means (1) any financial data distributed via the platform Fin XN, (2) data and information about investments managed by the data provider, and (3) information related to Fin XN provided by the data provider to Fact, no matter in what form (paper, electronic form, oral, etc.). The Contractors are obliged to keep confidential any Confidential Information made known to them. Confidential information can be such information that becomes known during presentations or discussions.
2. The obligation of confidentiality applies regardless of whether the information is explicitly marked as confidential or not.
3. Notwithstanding paragraph 2, any confidential information may be made available to:
  - a. board members and employees of the Contractor, if and insofar as they are involved with the service.
  - b. authorities and courts due to legal obligations, judicial decision or administrative and regulatory orders under the following conditions:
    - The Recipient Contractors shall inform promptly the disclosure Contractor - to the extent permitted by law - before disclosure, about such a demand.
    - If it is not possible for the Recipient Contractor to notify the Disclosure Contractor prior to making the disclosure, the Recipient Contractor shall, to the extent permitted by applicable law, notify the Disclosure Contractor of such disclosure as soon as practicable after making the disclosure.
4. The obligation of confidentiality shall not apply to information, which is (1) already legally known to the Contractors or (2) become known beyond the service without violating an obligation of confidentiality, or (3) independently developed by the Recipient Contractor without use or reliance on the Confidential Information.
5. Each Contractor will protect the confidential information of the other Contractor against the unauthorized access of third parties, as if it were its own confidential information.
6. Any other obligations of the Contractors to confidentiality and privacy, in particular those due to legal confidentiality rules remain unaffected.
7. The Contractors undertake not to share the Confidential Information except to those employees, contractors, and third parties who are required to have the information in order to evaluate and engage in the transactions contemplated by the Contractors, and who have been bound as listed in paragraphs 1 to 6 to at least the same extent of confidentiality and secrecy.
8. Fact ensures that:
  - a. there is no unauthorized use of the submitted data by Fact,
  - b. Fact will not use the data in any way for any purposes outside the service,

- c. Fact will forward the data only to recipients who have agreed in a separate confidentiality agreement, to handle their received data confidentially and to use them exclusively in the context of the data provider's authorized style,
- d. Fact will forward the data under compliance and within a specified period determined by the data provider and only to an explicitly authorized data receiver,
- e. Fact will not grant any access to the data supplied to a third party in addition to the specifically authorized recipient (lit d),
- f. Fact will log every access to the data and regularly report to the data provider,
- g. Fact will not change the data before delivering it to the authorized recipient (lit. d)) without an express request of the data provider, and
- h. Fact will monitor any modification in the presence of an explicit contract by the data provider and regularly report to the data provider.

The obligations mentioned in paragraphs 1 to 8 is still valid after the service is provided (providing a platform-access by Fact).

- 9. As far as subcontractors are involved, the Contractors agree to submit proof of compliance with the obligations to paragraph 1 to 8, by a written request of one of the Contractors.
- 10. Each Contractor shall be liable for any damage incurred by the other Contractor due to intentional or grossly negligent breach of the obligations of this Agreement. The liability for negligence is limited to € 50,000 per calendar year.
- 11. In particular, Fact is not liable for breaches of the confidentiality agreement and / or the service contract for the use of the platform Fin XN by data receiver. It has been expressly agreed that the data provider cannot hold Fact liable for confidentiality breaches by data receiver or take recourse against Fact. Fact agrees to assign to the data provider any claims for damages it may have against a data receiver.
- 12. The obligation of confidentiality also applies to the assignee of the Contractors and their agents.
- 13. Changes and additions to this agreement must be made in a writing signed by both Parties.
- 14. If any provision of this agreement becomes completely or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected.
- 15. This agreement is governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any disputes arising hereunder will be settled before a competent Dusseldorf court of law in Germany.

By signing, the Contractors declare their agreement to comply with the confidentiality provisions mentioned above.

For further details/information a separate service contract is concluded.

Neuss,

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Fact Informationssysteme & Consulting GmbH

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