
OSLO STOCK EXCHANGE SUBSCRIBER AGREEMENT

This Agreement permits the Subscriber to receive real-time market data (“Information”) originating from the Oslo Stock Exchange.

Between: **Nordea Bank Danmark A/S** (“Nordea Bank”)

And: **Subscriber**

Subscriber shall mean end users that receive any of the Information from Nordea Bank, and is defined as either:

A Private Subscriber is a natural person (and not a corporation, partnership, proprietorship or other entity whatsoever) who does not perform and is not in any other way engaged in giving investment services. A Private Subscriber may only use the Market Data for Private Use as defined below.

Private Use: Private Use shall mean use of Market Data by a Private Subscriber for the purpose of managing the Private Subscriber’s own personal investments and not for any business purpose, nor for the purpose of giving any form of advice to any other person.

A Private Subscriber may not:

- (a) contract for, receive or use Market Data for the purpose of Private Use on behalf of any other person or any corporation, partnership, limited liability company, trust association or other form of entity;
- (b) contract for, receive or use Market Data for the purpose of Private Use in any service that is paid for by another person or any corporation, partnership, limited liability company, trust, association or other form of entity.

A Private Subscriber shall, notwithstanding the above:

- (c) be permitted to contract for, receive or use Information for Private Use on behalf of and/or paid for by a legal entity or other form of non-natural person in which the Private Subscriber has full (100 %) ownership and exercises full (100%) control; and

Vendor is required to obtain confirmation from Private Subscribers that the subscriber’s status and use of Market Data remain in compliance with this Agreement and take reasonable steps to ensure that Vendor is informed of any change in status of Private Subscribers.

A Professional Subscriber is a Subscriber who does not meet the definition of a Private Subscriber.

For Information: A natural person or corporation, partnership or other entity authorized to give investment services or registered or qualified in any capacity with Oslo Børs or authorities with similar functions shall in this respect be deemed to be performing investment services and shall therefore not be considered as a Private Subscriber. A natural person employed by an entity giving investment services as defined above shall be deemed to be giving investment services and shall therefore not be considered as a Private Subscriber

Fees

Subscriber shall be required to pay the applicable charge(s) and any applicable tax for receipt of Information as from time to time in effect.

Terms and Conditions of Access

In order to receive the Information, the Subscriber acknowledges and accepts the following Terms & Conditions of Access:

1. The Subscriber shall use the Information only for its individual use in its business, and shall not provide access or redistribute the Information to any third party without the prior written consent of Oslo Stock Exchange and Vendor. The Subscriber may only redistribute limited extracts (i.e. purely ad hoc and insubstantial extracts) of real-time Information, provided that any such redistribution complies with any and all of the following requirements:
 - (i) is not continuous;
 - (ii) does not constitute updating in real-time;
 - (iii) is made on either infrequent or irregular basis;
 - (iv) is incidental to the purpose of the Subscriber's principal business;
 - (v) cannot be used as a substitute for any service or any substantial part of it;
 - (vi) has no independent commercial value;
 - (vii) is not separately charged for;
 - (viii) is not made in connection with commercial information brokering, information vending, publishing or credit rating, nor for substantial reproduction through the press or media, nor for transmission via any private or public network, cable or satellite system; and
 - (ix) may not delete any copyright or proprietary notice contained in the Information.

2. The Subscriber agrees to and acknowledges the following:
 - 2.1 The Oslo Stock Exchange may assert intellectual property rights in the Information;
 - 2.2 The Information is provided subject to Terms & Conditions of an agreement with Oslo Stock Exchange;
 - 2.3 There are restrictions on Third Party redistribution of Information as agreed with Oslo Stock Exchange;
 - 2.4 The Subscriber may need to provide on request all information requested by Vendor or Oslo Stock Exchange to invoice applicable fees or monitor compliance with these Terms & Conditions;
 - 2.5 The Subscriber is allowing rights of audit by the Vendor, Oslo Stock Exchange or their appointed representatives.
 - 2.6 The Subscriber has the obligation to use the Information solely for its internal business use. Thus the Subscriber may not assign these Terms & Conditions without the prior written consent of Oslo Stock Exchange and Vendor

3. The Oslo Stock Exchange has the right to require the Vendor to discontinue the supply of Information to any Client who does not comply with the above terms

4. If a provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of these Terms and Conditions shall not be affected or impaired by such holding.

5. "The Equity Indices are based on MSCI's Classification Model (Global Industry Classification Standard – GICS). A description of the GICS is publicly available i.e. on Oslo Stock Exchange's web site. The Subscriber may not redistribute the description of the GICS to any third party.

The GICS is developed by and is the exclusive property of and service mark of Morgan Stanley Capital International Inc (MSCI) and Standard and Poor's (S&P). It has been licensed for use by Oslo Stock Exchange and the Vendor is entitled to redistribute the classifications and products based on classifications made by MSCI and S & P to their clients. The Subscriber is entitled to make use of the GICS solely for the purpose of comprehending the content of the Market Data (the products). The Subscriber may not use the GICS to create a classification designation in any way.

The Subscriber acknowledges that MSCI is the sole and exclusive owner of all right, title and interest in and to the GICS. The Subscriber agrees that the rights granted hereunder convey no rights, title or interest in or to the GICS to the Subscriber. The Subscriber shall not use the GICS in any way other than as expressly provided herein.

Neither MSCI nor S&P nor any other party involved in or related to the compilation or creation of the GICS makes any express or implied warranties or representations with respect to this information (or the results to be obtained by the use thereof), and MSCI and S&P and any other party involved in or related to the compilation or creation of the GICS hereby expressly disclaim all warranties of originality, accuracy, completeness merchantability or fitness for particular purpose with respect to any of this information. The Equity Indices are not issued, sponsored, endorsed, sold or promoted by MSCI or S&P."

6. These Terms & Conditions shall be governed and construed in accordance with the laws of Norway. The parties submit to the jurisdiction of the Oslo City Court.