QATAR STOCK EXCHANGE – MARKET DATA AGREEMENT

(INTERNAL USE ONLY)

This Agreement is made as of the _____ day of <MONTH, YEAR>, between Qatar Stock Exchange, whose principal office is located at Al Dana Tower, West Bay, P.O. Box 22114, Doha, Qatar (hereinafter referred to as "**the Exchange**") and <COMPANY NAME>, whose office is located at [..] (hereinafter referred to as "the **Company**").

WHEREAS:

(A) The Exchange collects, maintains and operates a database of orders, transaction prices and other information in respect of trading on the Exchange;

(B) The Exchange uses the above mentioned database to create end of day reports in respect of the composition of the Exchange owned indices (the **"Information"**);

(C) The Company wishes to get access to the Information; and

(D) The Exchange wishes to provide the Company access to the Information in accordance with the terms and conditions set out in this agreement (the "**Agreement**");

THE PARTIES AGREE AS FOLLOWS:

1. Subject to Section 4, the Exchange herewith grants the Company the world-wide, non-exclusive, non-transferable and not sub-licensable right to access and use the Information during the term of this Agreement.

2. To the extent reasonably feasible, the Exchange shall always be conspicuously identified as the source of the Information and owner of the relevant indices.

3. The Information is for internal use of the Company and its Affiliates. For the purpose of this Agreement, Affiliate means any entity controlled by the Company, a parent entity that controls the Company, and any other entity that is controlled by the parent entity that controls the Company. An entity that qualifies under this definition will be included within the meaning of Affiliate even if it qualifies after the execution of this Agreement. Affiliates may access and use all of the Information provided by the Exchange hereunder subject to the terms of this Agreement.

4. The right to use the Information shall include the right to (i) use, store, process and reproduce the Information in one or more databases for retrieval, analysis, manipulation and report-producing or other lawful purposes; (ii) make available and redistribute the Information, internally in any lawful form in whole or in part in accordance with the terms of this Agreement; (iii) provide Company's third party service providers access to and use of the Information solely to perform services for the benefit of Company; (iv) retain and store the Information subsequent to the termination of this Agreement, in any medium, including, but not limited to, electronic storage, for use by Company and its Affiliates as permitted herein; and (v) use the Information to create Derived Data. For the purpose of this Agreement, Derived Data means any data or information which is created based

on or incorporating or combined with the Information which does not display the Information and from which the underlying Information cannot be readily extracted. Derived Data shall not be considered Information under this Agreement. The Exchange has no right or title to, or any proprietary right in, any Derived Data. The occasional, non-continuous sharing of small portions of the Information by the Company or its Affiliates to their customers shall be permitted, provided that such Information must not be subject to a charge and may not be provided in a manner which constitutes or is similar to a service of commercial value of its own.

5. Company shall not (except for the occasional, non-continuous sharing of small portions of Information referred to in Section 4) distribute, make available, disclose or otherwise facilitate access by any third party to any of the Information. The Company shall apply technical and organizational measures to prevent any such distribution, making available, disclosure or access by any third party to any of the Information and shall notify the Exchange without undue delay in case of any actual or suspected unauthorized access to or use of any of the Information in which case the Exchange may immediately suspend the Company's access to the use of the Information.

6. Company shall pay the fees set out in Appendix B. The Exchange will invoice the Company for such fee annually in advance for each contract year, with payment to be received by the Exchange no later than thirty (30) days after the Company's receipt of such invoice for such period. If the Company fails to pay the due fees within such thirty (30) day invoice period, then the Exchange may send a written reminder to the Company. If the Company fails to pay the fees within thirty (30) days after receipt of such written reminder, the Exchange may suspend the Company's access to the Information until such payment has been made, without prejudice to the rights and remedies of the Exchange to recover the portion of the annual fee that was due at the time of the suspension.

7. The Exchange nor any person or entity involved in any way in providing any of the Information to the Company provides any warranty or guarantee or accepts any liability of any kind, express or implied, as to the Information or any related data provided to the Company, in particular as to timeliness and sequence of its provision, its accuracy or completeness, that it will be uninterrupted and free from corruption, and can actually be received by the Company, its merchantability or fitness for calculating indices, making any investment decisions, or for any other particular purpose. Furthermore, there shall be no warranty or guarantee of any kind, express or implied, in relation to any equipment or infrastructure employed in compiling or delivering the Information to the Company or receipt of the Information by the Company. Except for the Exchange's indemnification obligations provided for under Section 8.2 below, the Exchange shall not be liable in any way for any special, indirect or consequential losses or damages suffered by the Company and/or its Affiliates due to or in relation to the use of the Information.

8. Indemnification.

    8.1. Company shall indemnify, defend and hold the Exchange harmless from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of any claims, actions, demands or proceedings brought by a third party resulting from the Company's and/or Affiliates' use of the Information. The Exchange promptly shall notify Company in writing of any such claim for which indemnity is sought. Company shall have sole control of the settlement or defense of any action against the Exchange to which this indemnity relates, but (i) the Exchange may participate in such defense with counsel of its

choosing at its own expense; (ii) Company shall not enter into any settlement or compromise of any such claim in the event such settlement or compromise imposes any liability or obligations onto the Exchange without the Exchange's prior written consent; and (iii) the Exchange shall reasonably cooperate with Company to facilitate such defense.

8.2. The Exchange shall indemnify, defend and hold Company and its Affiliates harmless from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of any claims, actions, demands, or proceedings brought by a third party resulting from any claim that the Information or Company's and/or its Affiliates use of the Information in accordance with the terms of this Agreement infringes or otherwise violates the intellectual property rights of any third party. Company shall promptly notify the Exchange in writing of any such claims for which indemnity is sought. The Exchange shall have sole control of the settlement or defense of any action against Company or its Affiliates to which this indemnity relates, but (i) Company may participate in such defense with counsel of its own choosing at its own expense; (ii) the Exchange shall not enter into any settlement or compromise of any such claim in the event such settlement or compromise imposes any liability or obligations onto Company without Company's prior written consent; and (iii) Company shall reasonably cooperate with the Exchange to facilitate such defense. In addition, in case of any such claim the Exchange may:

8.2.1. procure any required license, consent or authorization necessary to permit the Company to use the Information in accordance with this Agreement;

8.2.2. modify or replace, or procure modification or replacement of, any part of the Information which is necessary to ensure that the use of the Information no longer infringes such third party rights, or

8.2.3. if the Exchange cannot achieve Section 8.2.1 or 8.2.2 using commercially reasonable means, terminate this Agreement with immediate effect, and refund to Company any prepaid but unearned fees.

9. Company acknowledges and agrees that, as between the parties, the Information is and shall remain the sole and exclusive property of the Exchange. Company shall not obtain or be granted any rights in the Information other than the limited right of use as expressly provided by this Agreement.

10. This Agreement shall become effective as of the date first specified on the front page ("Effective Date") and shall have an indefinite term. After the first anniversary of the Effective Date, either party may terminate this Agreement at any time with three months' written notice, provided that if the Exchange terminates for convenience under this section, it shall provide the Company a pro rata refund of all prepaid, unearned fees. Furthermore, either party may terminate this Agreement immediately upon written notice should the other party materially breach any of the provisions of this Agreement provided that if the Exchange terminates for such breach it shall provide the Company a pro rata refund of all prepaid, unearned fees.

11. Each party agrees to take all reasonable steps to maintain the confidentiality of any and all non-public information of any form obtained or learned by either party in their performance of this Agreement, including, but not limited to, business data, trade secrets, any information or data about the individual users of the Information and their use of the Information and all other information

which it reasonably should know is confidential, which is provided by or relates to the other party, and of which it becomes aware as a result of this Agreement ("**Confidential Information**"). Each party agrees to hold all Confidential Information in strict confidence and will not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in connection with the performance of its obligations or the enforcement of its rights under this Agreement, and will advise each of its employees who may be exposed to Confidential Information of their obligations to keep it confidential. The restrictions on use and disclosure of Confidential Information do not apply to information which was rightfully obtained by a party from other sources, or to information which is available in the public domain through publicly accessible sources which are not sources of the other party. Regardless of the foregoing each party is entitled to pass on such information for the purpose of enforcing its rights arising out of or in connection with this Agreement by legal action or if there is a corresponding court or authority order, if the information is transferred on a confidential basis to accountants, auditors, lawyers or other persons bound to secrecy or if there is a statutory obligation to do so. No public announcement, press release, communication or circular (other than to the extent required by law or regulation) concerning the content of this Agreement (including use of either party's name, trademark, trade name, trade device, service mark or symbol, or that Company or any of its Affiliates or their respective partners or employees approve or endorse any product or services provided by the Exchange) will be made or sent by either party without the prior consent of the other party. This consent will not be unreasonably withheld.

12. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. No modification of this Agreement shall be binding upon either party unless made in writing and signed by duly authorized representatives of both parties, including modifications of this requirement of written form.

13. Notwithstanding the foregoing or any contrary provision of this Agreement, the parties recognize that the Exchange is an entity regulated by the State of Qatar through one or more governmental agencies and that no provision of this Agreement shall be deemed effective to the extent it violates any applicable law, rule or regulation now or hereafter applicable to the Exchange. In the event of such a violation, this Agreement shall be read and interpreted to exclude any violating provision and to retain the effect of all remaining provisions as if the excluded provision had not been a part hereof, to the extent reasonably possible.

14. Any notice required hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, or receipt of governmental registered mail or a publicly available private overnight courier delivery service. All legal notices and correspondence required by this Agreement shall be addressed as follows:

    If to the Exchange:
    Product and Market Development
    Qatar Stock Exchange
    P. O. Box 22114
    Doha, Qatar

If to Company:
Name:
Title:
<Company Name>
<Company Full Address>

The Exchange's invoices shall be sent to the Company by email, using invoice address details as follows:

Name:
Title:
<Company Name>
<Company Full Address>

15. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Qatar and any claim, demand or dispute arising out of, in connection with, in relation to or about this Agreement shall be subject to the exclusive jurisdiction of and venue in the Qatari courts, and each party waives any objection to such jurisdiction and venue, including that the forum represents an inconvenience or hardship.

16. This Agreement does not create a joint venture or partnership between the Exchange and Company, and each will act independently of the other. Neither party is empowered to bind or commit the other to any contract or other obligation.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Qatar Stock Exchange   <Company Name>

Name: **Mr. Fahad Al-Mahmoud**   Name:

Title: **Director of Finance and General**   Title:

Services

Date: Date:

Signature: _____   Signature: _____

Appendix A: Application Form

Licenses

- ☐ Daily Trading Report
- ☐ Historical data requests
- ☐ Index constituents
- ☐ Tick data history
- ☐ Rebuild orderbook
- ☐ Actual Ownership
- ☐ Shareholder Activity (Market)
- ☐ Shareholder Activity by Stock
- ☐ Market Share Members (Market/Stock)
- ☐ Participant Trading Data
- ☐ Data Analytics (MSCI EM) – For Issuers
- ☐ Data Analytics (MSCI EM) – For Intermediaries

Contact

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1. **Signatory contact**

Contact Name : : _____
Position : : _____
Address : : _____
Zip Code & City : : _____
E-mail address : :
Telephone # : : _____
Country :

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2. **Exchange liaison contact**

Contact Name : : _____
Position : : _____
Address : : _____
Zip Code & City : : _____
E-mail address : : _____
Telephone # : _____ Fax#:
Country : : _____

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3. **Invoicing details**

Company Name : : _____
Contact Name : : _____
Position : : _____
Address : : _____
Zip Code & City : : _____
E-mail address : : _____
Telephone # : : _____ Fax#:
Country : :United States_____

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4. **Technical details** (if different from 2)

Contact Name : : _____
Position : : _____
Address : : _____
Zip Code & City : : _____
E-mail address : : _____
Telephone # : : _____ Fax#:
Country : : _____

5. **Technical details** (if different from 2)

Contact Name : : _____

Position : : _____

Address : : _____

Zip Code & City : : _____

E-mail address : : _____

Telephone # : : _____   Fax#:

Country : : _____

6. **Contract Administration/Reporting details** (if different from 2)

Company Name :same as #3_____

Contact Name : : _____

Position : : _____

Address : : _____

Zip Code & City : : _____

E-mail address : : _____

Telephone # : : _____   Fax#:

Country : : _____

Affiliates within the Company's Group

1. **Subsidiary company contact**

Company Name : : _____

Contact Name : : _____

Position : : _____

Address : : _____

Zip Code & City : : _____

E-mail address : : _____

Telephone # : : _____   Fax#:

Country : : _____

2. **Affiliates within the Company's Group**

Company Name : _____
Contract Name : _____
Position : _____
Address : _____
Zip Code & City : _____
E-mail address : _____
Telephone # : _____ Fax#: _____
Country : _____

Company Name : _____
Contract Name : _____
Position : _____
Address : _____
Zip Code & City : _____
E-mail address : _____
Telephone # : _____ Fax#: _____
Country : _____

Company Name : _____
Contract Name : _____
Position : _____
Address : _____
Zip Code & City : _____
E-mail address : _____
Telephone # : _____ Fax#: _____
Country : _____

Company Name : _____
Contract Name : _____
Position : _____
Address : _____
Zip Code & City : _____
E-mail address : _____
Telephone # : _____ Fax#: _____
Country : _____

Company Name : _____
Contract Name : _____
Position : _____
Address : _____
Zip Code & City : _____
E-mail address : _____
Telephone # : _____ Fax#: _____
Country : _____

Hosting Provider declared by the Company

3. **Hosting Provider declared by the Client**

Company Name   _____
Contract Name   : _____
Position   : _____
Address   : _____
Zip Code & City : _____
E-mail address : _____
Telephone #   :   Fax#: _____
Country   : _____

Company Name   : _____
Contract Name   : _____
Position   : _____
Address   : _____
Zip Code & City : _____
E-mail address : _____
Telephone #   :   Fax#: _____
Country   : _____

Agreed and signed by both Parties in duplicate,

Signed on behalf of:

QATAR STOCK EXCHANGE   **Company**

Signature of   Signature of
Authorized representative: Authorized representative:

_____   _____

Name of authorized representative: Name of authorized representative:

_____   _____

Title of authorized representative: Title of authorized representative:

_____   _____

Date:_____   Date:_____

Appendix B - fees

Licence	Annual Fee (USD)
Daily Index constituents	3,500
Tick data history	7,500
Data Analytics (MSCI EM)	5.000 (for Issuers) 15,000 (for Intermediaries)
Historical data request	250 per year of data
Rebuild Orderbook	10,500
Participant Trading Data	4,000
Shareholder Activity Report (Market)	5,000
Shareholder Activity Report (Stock level)	10,500
Daily Trading Report	1,000
Market Share Members (Market/Stock)	3,000
Actual Ownership	5,000