

General Terms and Conditions for the metalquote information service

(as of 12/2025)

§ 1 General

- 1.1 These General Terms and Conditions govern the provision of stock market prices and stock market information by Metalquote Informationsdienste GmbH ("Metalquote") to the customer. Metalquote is only prepared to conclude a contract with the customer on the basis of these General Terms and Conditions. Any conflicting provisions in the customer's general terms and conditions shall not apply.
- 1.2 The customer shall be notified of any changes to these terms and conditions. They shall be deemed to have been approved if the customer does not object in writing to Metalquote within six (6) weeks of notification of the changes.

§ 2 Conclusion of contract

- 2.1 To conclude the contract with Metalquote, the customer must send Metalquote a completed and signed order form. The order form will be provided to the customer by email, post or fax.
- 2.2 Metalquote shall accept the contract by notifying the customer or by actually activating the price information for the customer.

§ 3 Services provided by Metalquote

- 3.1 Upon conclusion of the contract, Metalquote grants the customer access to the price information that the customer has ordered in accordance with their order form. The customer acquires the right to obtain price information from Metalquote to the extent agreed, but no earlier than the first day of the month following the conclusion of the contract and payment of the fees. If Metalquote transmits price information earlier, the remuneration incurred in this respect shall be calculated pro rata according to calendar days.
- 3.2 Metalquote shall provide the customer with a unique login ID and password for access to the price information.
- 3.3 Metalquote shall provide the customer with a support service to answer questions and resolve problems in connection with the use of price information. This support service can be accessed either by email or telephone.

§ 4 Term and termination

- 4.1 The term of the contractual relationship is determined by the subscription period for the price information selected by the customer in their order form. Metalquote offers the customer the delivery of price information as a subscription with a contract term of twelve (12) calendar months, each beginning on the first day following the conclusion of the contract.
- 4.2 If the regular subscription is not terminated at least three (3) months before expiry, the contract term shall be extended by a further twelve (12) months. The right to extraordinary termination remains unaffected.

§ 5 Obligations of the customer

- 5.1 The customer is obliged to provide complete and accurate information on the order form. Metalquote must be notified immediately of any changes to the information provided.
- 5.2 The information may only be used for the customer's own purposes. The customer is not entitled to make the price information available to third parties, either for a fee or free of charge. If the customer violates this provision, Metalquote is entitled to block access to the price information without prior notice. Furthermore, Metalquote shall be entitled to terminate the contract without notice in this case. Claims for damages by Metalquote resulting from claims arising from data purchase agreements with its contractual partners shall remain unaffected.
- 5.3 The customer is obliged to keep their login IDs and passwords secret and to protect them from being accessed and misused by unauthorised third parties. If misuse of the IDs and passwords is suspected, Metalquote must be notified immediately and the IDs and passwords must be changed. If the customer fails to comply with the above confidentiality and notification obligations, they shall be liable to Metalquote for any misuse of their IDs and passwords by third parties.
- 5.4 In the event of a breach by the customer of any of the above obligations, Metalquote shall be entitled to block access to the price information without prior notice to the customer. In the event of a repeated or grossly negligent breach of the above provisions, Metalquote shall also be entitled to terminate the contract immediately.

§ 6 Remuneration

- 6.1 The customer undertakes to pay the usage fees agreed between them and Metalquote for the use of the price information. The amount of the usage fees is based on the services selected by the customer in their order form in conjunction with the price list applicable to the services. All fees quoted are exclusive of applicable value added tax. All fees quoted are inclusive of applicable exchange fees (London Metal Exchange). The amount of the exchange fees is based on the respective provisions of the LME. Metalquote has no influence on the exchange fees.
- 6.2 Payment of the fee shall be made by direct debit on a monthly basis in advance, beginning on the first day of the month following the conclusion of the contract. Notwithstanding this, the customer may, at their discretion, pay the remuneration for the entire term of the contract in advance. Payment of the remuneration may also be made on account.
- 6.3 If data retrieval begins before the first day of the month following the conclusion of the contract, the remuneration incurred in this respect shall be calculated pro rata according to calendar days.
- 6.4 If the customer is more than ten days in arrears with the payment of the remuneration owed or if the customer's account does not have the necessary funds for direct debit, Metalquote is entitled to block access to the price information. If the customer is more than 30 days in arrears with the payment of the remuneration owed, Metalquote shall be entitled to terminate the contractual

relationship with the customer for cause. Metalquote reserves the right to assert further claims for late payment.

- 6.5 Increases in the agreed usage fees shall be communicated to the customer three weeks before they take effect, with reference to the right of termination in accordance with the notice periods specified in § 4.2. If the customer does not terminate the contract in writing within three weeks of receiving the notification, the price increase shall be deemed to have been accepted by the customer. The price increase shall take effect at the beginning of the month after next following notification.
- 6.6 The customer shall only be entitled to offset or assert rights of retention if their counterclaim has been legally established or recognised in writing by Metalquote.

§ 7 Liability

- 7.1 In so far as the incomplete, incorrect or delayed transmission of data is due to the fault of Metalquote, its organs or employees, Metalquote shall only be liable for intent or gross negligence. In the event of gross negligence, Metalquote's liability shall be limited to compensation for the typical foreseeable damage; this limitation does not apply if the damage was caused by senior executives of Metalquote. In the case of simple negligence, Metalquote shall only be liable if an essential contractual obligation has been breached or if there is a case of delay or impossibility. In these cases, liability is limited to the typical foreseeable damage.
- 7.2 Metalquote shall not be liable for any disruption to data delivery that is outside the operational sphere of Metalquote, in particular for any fault on the part of the relevant stock exchanges and/or data providers. Metalquote has no influence on the content, completeness, accuracy and timeliness of the price information. Metalquote therefore does not guarantee the completeness, accuracy and timeliness of the price information it collects and transmits.
- 7.3 In the event of intent, claims under the Product Liability Act and injury to life or limb, Metalquote shall be liable in accordance with the statutory provisions.
- 7.4 Metalquote's liability for damages/losses in connection with the customer's stock exchange transactions is excluded. Metalquote points out that transmission errors cannot be ruled out with the technology used. The customer therefore assumes a risk if trading transactions are carried out exclusively or predominantly on the basis of the data transmitted by Metalquote. The aforementioned exclusion of liability does not apply in cases of intent or gross negligence.
- 7.5 Insofar as Metalquote's liability is excluded or limited, this also applies to the liability of Metalquote's employees, representatives or vicarious agents.

§ 8 Data protection

The customer is advised that Metalquote electronically stores the customer's personal data, in particular their name, address, bank details and data relating to the execution of the contract, for the purposes of contract management and billing. The data will not be passed on to third parties.

§ 9 London Metal Exchange (LME)

- 9.1 The subscriber recognises that the LME and its licensors own the Intellectual Property Rights in the data provided by the application.
- 9.2 The subscriber will be required to provide accurate information requested by the Licensee (Metalquote) or the LME for auditing or compliance purposes.
- 9.3 The subscriber allows the right of audit by the LME, the Licensee (Metalquote), the Licensee or their appointed representatives.
- 9.4 The subscriber restricts the use of LME trademarks.

§ 10 Miscellaneous

- 10.1 This contract is subject to German law, regardless of whether the price information is obtained from within Germany or abroad. The exclusive place of jurisdiction for all disputes in connection with this contract is Baden-Baden.
- 10.2 These terms and conditions, together with the order form, constitute the entire agreement between the parties with regard to the subject matter of the contract and supersede all previous written or oral agreements between the parties with regard to the subject matter of the contract.
- 10.3 Terminations must be made in writing.
- 10.4 In the event of force majeure, such as war, unrest, natural disasters, fire, strikes, lockouts, failure of transmission lines, sabotage by third parties or similar, neither party shall be liable to the other for any delay or non-performance of the service due to force majeure. If an event of force majeure lasts longer than one month, both parties shall be entitled to terminate the contract for good cause. In this case, there shall be no claims for compensation or damages.