EURONEXT DATA CENTRE

**COLOCATION**

**AGREEMENT ORDER FORM**

Issue date: July 15, 2022

colocation Agreement Order Form

Completion and signature of this Colocation Agreement Order Form (“Order Form") by the duly authorised representatives of both Euronext Technologies Srl (“Euronext”) and the Member or the Non-Member, identified in section 1 below (the “Client”) constitutes an agreement (the “Agreement”) between the parties.

The terms of this Agreement consist of (in order of importance): (a) this Order Form (including the quote attached hereto as annex), (b) the Specific Terms , (c) the General Terms and Conditions, (d) the Policies, (e) any ancillary documentation explicitly agreed to by the Parties to form part thereof, and (f) any instructions issued by Euronext in accordance with any of the aforementioned documents (the “Terms and Conditions”). In the event of a conflict or inconsistency between any of the provisions of any of the aforementioned documentation, the order as set forth above shall apply and the respective provision of such higher-ranking document shall prevail.

The Client hereby acknowledges and agrees to have received and carefully read all of the Terms and Conditions applicable to this Agreement in general and those specified in paragraph 11 (Specific consent) of this Order Form in particular, and fully accepts all such Terms and Conditions.

For assistance in completing this form, please contact your Euronext relationship manager.

Nothing in the Agreement gives the Client any right to receive any other services that may be provided by Euronext or any of its Affiliates. The Client is responsible for executing separate agreements with Euronext or its Affiliates for such services. Additionally, the performance of some of the Services by Euronext hereunder may be conditional to the Client having executed a valid and enforceable agreement regarding any such services with a Euronext Affiliate or any other third party. Capitalised terms defined in this Order Form have the same meanings when used in the Terms and Conditions, and vice versa, unless stated otherwise.

For the avoidance of any doubt and unless explicitly agreed otherwise by Euronext, there will only be one Order Form in effect between the Client and Euronext for Colocation Services at any given moment in time, meaning that if the Client and Euronext conclude a new Order Form, such Order Form shall as from the date of execution thereof be considered an amended and restated version of the previously agreed Order Form between the Client and Euronext for Colocation Services. The original term of the initially executed Order Form shall not be amended by the execution of such amended and restated Order Form, unless explicitly agreed otherwise herein.

### Administrative information

|  |  |
| --- | --- |
| **Order form number:*****To be completed by Euronext*** |  |
| **Date of first submission:*****To be completed by Client*** |  |

### Client information

|  |  |
| --- | --- |
| **Statutory Name\*:** |  |
| **Country of registration / Registration or enterprise number\*:** |  |
| **Status\*:** | [ ]  Member | [ ]  Non-Member |
| **LEI Code\*:** |  |
| **And Market data code (NL0)***(if applicable)***:** |  |

*\*Mandatory*

Note 1: Services will be provided to the Client for the Code(s) mentioned above, it being specified that the addition or deletion of any Client Code(s) shall be subject to prior consent of Euronext;

Note 2: the Client is defined as:

* A “**Member**”; or
* A “**Non-Member**” is any entity that is not a Member, but which is a party to an Other Euronext Agreement:
	+ A Service Provider agreement:
		- Application Service Provider (ASP)
		- Extranet Service Provider (ESP)
	+ A Data Licence

**Billing Information**

Please specify below the information associated with the entity that will be invoiced:

|  |  |
| --- | --- |
| **VAT number:** |  |
| **Billing Address (incl. Statutory Name, Postal Code, Country):** |  |
| **Billing Contact:**[ ]  **same as Business Contact****(see next section)** |  |
| **Billing Contact Tel:** |  |
| **Billing Contact Email:** |  |
| **Billing Reception:** | [ ]  Email*The invoice will be sent to the email address of the Billing Contact.* |

According to the Law 27th December 2017 no. 205 and the Italian Tax Agency Measure 30 April no. 89757, as subsequently amended and implemented, related to the electronic invoice duty, the Company (residing or based in Italy only), communicates:

|  |
| --- |
| **The Certified email (posta elettronica certificata or PEC)** |
|  |

or

|  |
| --- |
| **The Addressee Code (Codice Destinatario)** |
|  |

in order to receive the electronic invoice by the Interchange System (Sistema di Interscambio or SdI) according to one of the above-mentioned systems.

**Contact Information**

**Notes:**

1. In the event that the contact changes, the Client is responsible for providing a new contact to Euronextmembership@euronext.com.
2. The Data Centre Authorised Contact is responsible for communicating the list of “Data Centre Authorised Representatives” that can access or request access to the Data Centre and request Smart Hands Services. The document will be available on Connect.
3. Please provide the full name of the signatory as specified on his/her identification documents (e.g. Passport or ID card) as this is required to complete the signing process.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Data Centre Authorised Business Contact** (\*) | **Technical Contact**☐ same as Data Centre Authorised Business Contact | **Signatory**☐ same as Data Centre Authorised Business Contact | **Signatory***(second signatory is optional)* |
| **Name:** |  |  |  |  |
| **Job title:** |  |  |  |  |
| **Telephone:** |  |  |  |  |
| **Mobile phone:** |  |  | *Mandatory for digital signature*  | *Mandatory for digital signature* |
| **Email:** |  |  | *Mandatory for digital signature* | *Mandatory for digital signature* |
| **Address:** |  |  |  |  |

*(\*) the Authorised Business Contact shall be authorised by the Client to represent it in any regard regarding this Agreement.*

### Euronext information

Please send the completed order form to Euronext via email:

|  |  |
| --- | --- |
| **Email:** | Euronextmembership@euronext.com  |

Please send all queries and questions to Euronext via email

|  |  |
| --- | --- |
| **Email:** | optiqmigration@euronext.com  |

### Colocation service offering

This Order Form includes the options offered on a Monthly Recurring basis by Euronext as part of its Colocation Services.

The Colocation Price List is available on the [Euronext website](https://www.euronext.com/en/technology/euronext-data-centre).

Please indicate in the document your Colocation Services option(s):

### Cabinet, Power Options

**Hosting**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Product Code** | **Service** | **Basis** | **Invoice Frequency** | **Number of cabinets** |
| **4kW Cabinet** | A physical cabinet on a contract term within the colocation room with access up to 4kw of peak power.Each cabinet is provided with a power distribution unit (PDU) by default. | Per cabinet | Monthly | … |
| **9 kW Cabinet** | A physical cabinet on a contract term within the colocation room with access up to 9kw of peak power.Each cabinet is provided with a power distribution unit (PDU) by default. | Per cabinet | Monthly | … |
| **18 kW cabinet** | A physical cabinet on a contract term within the colocation room with access up to 18kw of peak power.Each cabinet is provided with a power distribution unit (PDU) by default.*Please note that this option is not available to non-member.* | Per cabinet | Monthly | … |

**Power Not Used**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Product Code** | **Service** | **Basis** | **Invoice Frequency** | **Number of cabinets** |
| **4 kW** **PNU Cabinet** | Power Not Used  | Per cabinet | Monthly | … |
| **9 kW** **PNU Cabinet** | Power Not Used  | Per cabinet | Monthly | … |

**Note:** For PNU, Clients can reserve a 4 kW or a 9kW Cabinet for up to a maximum of 25% of the total number of their Cabinets (the number of cabinets will be rounded down). For illustration purposes only, if a Client has ordered 10 Cabinets, it can reserve a maximum of two Cabinets on a PNU basis.

Clients with fewer than 4 Cabinets will however be permitted to reserve one Cabinet on a PNU basis.

**Hosted Users**

Please select the type of Hosted User (i.e. Affiliate or Hosted End User) and complete the full information related to them.

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Hosted User** | **Basis** | **Invoice Frequency** | **Total number of Hosted End Users or Affiliates** |
| **Hosted End User** | **Affiliate** | Fee per hosted End User or Affiliate | Monthly |  |
|[ ] [ ]  N/A | N/A | … |

If the ”number” of Hosted End Users and/ or Affiliates in the Service Provider Cabinet (located in the Colocation Room) is not zero, please indicate the Hosted User or Affiliate’s full name and the Hosted End User or Affiliate’s LEI code in the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Hosted End User** | **Affiliate** | **Hosted End User/Affiliate full name** | **Hosted End User/Affiliate LEI code** |
|[ ] [ ]   |  |
|[ ] [ ]   |  |
|[ ] [ ]   |  |
|[ ] [ ]   |  |
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|[ ] [ ]   |  |

Note:

1. Euronext is authorised to contact the Hosted End User or Affiliate to receive the formal confirmation.
2. If the hosted End User or Affiliate does not have a LEI code, please populate with N/A.

### Services

**Colocation Security**

All cabinets will come with a “key” as a security by default.

Please select only one option in the table below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Product Code** | **Service** | **Basis** | **Invoice Frequency** | **Selection** |
| **Token** | Token access to enter the cabinet | Per client | Monthly |[ ]
| **Biometric security** | Biometric access to enter the cabinet | Per client | Monthly |[ ]

Please note that the choice of a token/biometric security will apply per client, and will be priced per cabinet.

**Timing Synchronisation**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Product Code** | **Service** | **Basis** | **Invoice Frequency** | **Selection** |
| **Euronext PTP** | Redundant single mode fibre Cross-Connects with Euronext PTP | Per service | Monthly |[ ]
| **Euronext GNSS** | Redundant fibre Cross-Connects with Euronext GNSS[[1]](#footnote-2) | Per service | Monthly |[ ]

**Colocation Room Connectivity Services**

**Fibre to Exchange (FTEx) – Colocation room to Euronext Matching Engine**

Connectivity between the client’s Cabinet and the Exchange is provided by:

* **Multicast FTEx**: a pair of single-mode fibre links for multicast A & B feeds
* **Unicast FTEx**: A pair of single-mode fibre links for TCP/IP connection (Order Entry Gateway, Drop Copy) with full resiliency

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Product Code** | **Service** | **Basis** | **Selection** | **Invoice Frequency** | **Number of FTEx** |
| **1 Gb/s FTEx** | Connection (1 Gb/s) from a cabinet in redundant Single-Mode Fibre to Optiq Order Entry Gateway & Market Data Gateway | Per set of 2 pairs | N/A | Monthly | … |
| **10 Gb/s FTEx** | Connection (10 Gb/s) from a cabinet in redundant Single-Mode Fibre to Optiq Order Entry Gateway & Market Data Gateway | Per set of 2 pairs | N/A | Monthly | … |
| **10 Gb/s FTEx** | Additional connection (10 Gb/s) from a cabinet in redundant Single-Mode Fibre to Optiq Order Entry Gateway OR Market Data Gate*way* | Per pair | [ ]  Multicast  | Monthly | … |
| [ ]  Unicast | … |

[ ]

Please note:

A minimum of 2 pairs of FTEx should be ordered – one for unicast and one for multicast

**Internal cross-connections within colocation**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Product Code** | **Service** | **Basis** | **Invoice Frequency** | **Number of cross-connections** |
| **Meet Me Room Colocation - Colocation** | Single-mode fibre Cross-Connect between Meet Me Room and Cabinet | Per Cross-Connect | Monthly | … |
| **Colocation to CMC** | Single-mode fibre Cross-Connect between the Colocation Cabinet and the client’s CMC (Client Managed Connectivity) port  | Per Cross-Connect | N/A |  |
| **Colocation (Single User)** | Single-mode fibre Cross-Connect between consecutive Colocation Cabinets (single client) | Per Cross-Connect | N/A | … |
| **Colocation (Single User)** | Single-mode fibre Cross-Connect between non-consecutive Colocation Cabinets (single client) | Per Cross-Connect | N/A | … |
| **Colocation (Multi User)** | Single-mode fibre Cross-Connect between two Colocation Cabinets of multiple clients | Per Cross-Connect | Monthly | … |
| **Wireless Cross-Connect** | Wireless Cross-Connect between the Client’s Cabinet in the Colocation Room and either (i) the Accepted Wireless Carrier’s equipment in the Roof Room or in the MMR, or (ii) the Client Equipment in the Roof Room or in the MMR, as indicated by the Client in writing (including via email). | Per Cross-Connect | Monthly  | … |

**Additional request**

☐ For any specific request regarding Colocation Services not covered in this Order Form, please provide details below:

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# 5. Application Services

**Type of client for the Application Services**

Please indicate your target set-up below:

|  |
| --- |
| **Classification of the Client** |
|  |  |  | **Selection** | **Continue** |
| **Direct Connectivity** | Any other direct access client |[ ]  Please fill in section 5.1 (required) |
| **Service Provider** | ESP, ASP or Data Vendor |[ ]  Please fill in section 5.1 and 5.2 (required) |

**5.1. Market Data channels**

Clients should indicate which channels they wish to subscribe to based on the following criteria:

- by type of data (i.e. REFT, FBMU, FBOU)

- by applicable bandwidth

**Note:** If a Client has selected additional Multicast FTEx, the addendum to the Colocation Agreement has to be completed by the Client.

Access to the Production and/or to External User Acceptance (EUA) platforms can be selected by selecting “EUA” and/or ”PROD” for channels. Clients can map the IP addresses of each channel they subscribe to and cross-reference them with the Optiq MDG Client Specification available on the [Connect customer web portal](https://connect2.euronext.com/en/membership/resources/it-documentation).

Based on the selection made by the Client for respective channels, Euronext reserves the right to perform the mapping to the corresponding Market Data Packages[[2]](#footnote-3).

|  |
| --- |
| **CASH MARKETS** |
| **Market Data Channels** | **PROD** | **EUA** | **Type** | **100Mb** | **1Gb** | **10Gb** |
| ID 6 – EQUITIES NETHERLANDS |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  FBMU |[ ] [ ]   |
|  |[ ] [ ]  FBOU |[ ] [ ] [ ]
| ID 5 – EQUITIES FRANCE |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  FBMU |[ ] [ ]   |
|  |[ ] [ ]  FBOU |[ ] [ ] [ ]
| ID 7 – EQUITIES BELGIUM (INCLUDING PUBLIC AUCTION MARKET) |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  FBMU |[ ] [ ]   |
|  |[ ] [ ]  FBOU |[ ] [ ]   |
| ID 8 – EQUITIES PORTUGAL |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  FBMU |[ ] [ ]   |
|  |[ ] [ ]  FBOU |[ ] [ ]   |
| ID 2 – FIXED INCOME |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  FBMU |[ ] [ ]   |
|  |[ ] [ ]  FBOU |[ ] [ ]   |
| ID 12 – FIXED INCOME NORDIC ABM |[ ] [ ]  REFT |[ ]   |  |
| ID 1 – FUNDS  |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  FBMU |[ ] [ ]   |
|  |[ ] [ ]  FBOU |[ ] [ ] [ ]
|  ID 32 – ETF ACCESS  |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  FBMU |[ ] [ ]   |
|  |[ ] [ ]  FBOU |[ ] [ ] [ ]
|  ID 4 – WARRANTS & CERTIFICATES  |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  BBBO |[ ] [ ]   |
|  |[ ] [ ]  FBMU |[ ] [ ]   |
| ID 13 – EURONEXT INDICES |[ ] [ ]  REFI |[ ]   |  |
| ID 15 – EURONEXT DUBLIN INDICES |[ ] [ ]  REFI |[ ]   |  |
| ID 14 – EURONEXT INAVS |[ ] [ ]  REFI |[ ]   |  |
| ID 31 – BEST OF BOOK (RMF) FUNDS |[ ] [ ]  FBMU |[ ] [ ]   |

|  |
| --- |
| **CASH MARKETS** |
| **Market Data Channels** | **PROD** | **EUA** | **Type** | **100Mb** | **1Gb** | **10Gb** |
| ID 11 – BEST OF BOOK(RMF) |[ ] [ ]  FBMU |[ ] [ ]   |
| ID 33 – EURONEXT BLOCK |[ ] [ ]  EBLK |[ ]   |  |
| ID 34 – EURONEXT FX |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  BBBO |[ ]   |  |
| ID 10 – EQUITIES NORWAY |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  FBMU |[ ] [ ]   |
|  |[ ] [ ]  FBOU |[ ] [ ]   |
| ID 9 – EQUITIES DUBLIN |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  FBMU |[ ] [ ]   |
|  |[ ] [ ]  FBOU |[ ] [ ]   |
| ID 35 – EURONEXT DUBLIN BONDS AND FUNDS  |[ ] [ ]  IBFR |[ ]   |  |
| ID 3 – BOURSE DE LUXEMBOURG |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  FBMU |[ ] [ ]   |
|  |[ ] [ ]  FBOU |[ ] [ ]   |
| ID 29 – APA SI QUOTES |[ ] [ ]  APSI |[ ]   |  |
| ID 30 – APA TRADE PUBLICATION |[ ] [ ]  APTR |[ ]   |  |
| ID 18 - EQUITIES ITALY (MTAA, MIVX, EXGM) | [ ] [ ] [ ] [ ]  | [ ] [ ] [ ] [ ]  | REFTFBMUBBBOFBOU | [ ] [ ] [ ] [ ]  | [ ] [ ] [ ]  | [ ]  |
| ID 45 – Italy GEM (BGEM) | [ ] [ ] [ ] [ ]  | [ ] [ ] [ ] [ ]  | REFTFBMUBBBOFBOU | [ ] [ ] [ ] [ ]  | [ ] [ ] [ ]  |  |
| ID 39 – ITALY ETFplus (ETFP) | [ ] [ ] [ ] [ ]  | [ ] [ ] [ ] [ ]  | REFTFBMUBBBOFBOU | [ ] [ ] [ ]  | [ ] [ ] [ ]  | [ ]  |
| ID 19 – EURONEXT Italy Trading After Hours TAH | [ ] [ ] [ ] [ ]  | [ ] [ ] [ ] [ ]  | REFTFBMUBBBOFBOU | [ ] [ ] [ ] [ ]  | [ ] [ ] [ ]  |  |

|  |
| --- |
| **DERIVATIVES MARKETS** |
| **Market Data Channels** | **PROD** | **EUA** | **Type** | **100Mb** | **1Gb** | **10Gb** |
| ID 23 – INDEX OPTIONS FRANCE |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  BBBO |[ ] [ ]   |
|  |[ ] [ ]  FBMU |  |[ ] [ ]
| ID 24 – INDEX OPTIONS NETHERLANDS |[ ] [ ]  REFT | [ ]  |  |  |
|  |[ ] [ ]  BBBO |[ ] [ ]   |
|  |[ ] [ ]  FBMU |  |[ ] [ ]
| ID 25 – INDEX DERIVATIVES OTHER (BELGIUM AND PORTUGAL) |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  BBBO |[ ] [ ]   |
|  |[ ] [ ]  FBMU |  |[ ]   |
| ID 26 – INDEX FUTURES FRANCE |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  BBBO |[ ] [ ]   |
|  |[ ] [ ]  FBMU |  |[ ] [ ]
| ID 27 – INDEX FUTURES NETHERLANDS |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  BBBO |[ ] [ ]   |
|  |[ ] [ ]  FBMU |  |[ ] [ ]
| ID 20 – EQUITY DERIVATIVES FRANCE |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  BBBO |[ ] [ ]   |
|  |[ ] [ ]  FBMU |  |[ ]   |
| ID 21 – EQUITY DERIVATIVES NETHERLANDS |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  BBBO |[ ] [ ]   |
|  |[ ] [ ]  FBMU |  |[ ]   |
| ID 22 – EQUITY DERIVATIVES OTHER (BELGIUM AND PORTUGAL) |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  BBBO |[ ] [ ]   |
|  |[ ] [ ]  FBMU |  |[ ]   |
| ID 16 – COMMODITY DERIVATIVES |[ ] [ ]  REFT |[ ]   |  |
|  |[ ] [ ]  BBBO |[ ] [ ]   |
|  |[ ] [ ]  FBMU |  |[ ]   |

**5.2 Participant Access for Service Provider**

Please enter the number of Participant Access per FTEx.

|  |  |  |  |
| --- | --- | --- | --- |
| **Products** | **Basis** | **Invoice frequency** | **Number of participants** |
| Participant Access Cash Multicast | Per FTEx | Monthly | … |
| Participant Access Derivatives Multicast | Per FTEx | Monthly | … |

# 6. Term

The Initial Term of the Order Form shall start on the Effective Date and continue for a period of twelve (12) months thereafter.

The Service Start Date will be communicated by Euronext to the Client.

# 7. Billing process information

The following should be noted (summarised from the General Terms and Conditions (GTCs)):

Invoices for the Charges are sent to the Client on a monthly basis. The Charges invoices are billed based on the billing information for all services. The Client shall pay all Charges invoiced at the prevailing rates and within the applicable payment terms.

All Charges exclude Taxes which may be payable thereon. Such Taxes will be added to the Charges as appropriate, at the rate prescribed under Applicable Law. The Client shall be liable for payment of any and all such Taxes and the Client shall pay the Taxes to Euronext at the same time as and in addition to the relevant Charges.

All Charges, including Charges for Smart Hands Service, shall be paid within 30 calendar days following the date of Euronext's invoice. The Client is obliged to respect this payment window. Should the Client not pay within the terms set forth the amounts due to Euronext hereunder, default interest shall accrue automatically on the overdue amounts, with no need for any further written request.

For the avoidance of any doubt, in the case of a discrepancy between the aforementioned under this paragraph 7 and the GTCs, the latter shall prevail.

# 8. Applicable Charges for Monthly Recurring Costs

The applicable Charges (recurring and non-recurring) payable by the Client hereunder are specified in the quote attached hereto as Annex.

# 9. Agreement of the parties

The Agreement of the parties will be provided following seven steps:

1. The Client completes the Order Form specifying all the Services it wishes to receive from Euronext;
2. The Client returns the unsigned Order Form to Euronextmembership@euronext.com;
3. Euronext validates the submitted Order Form and, if acceptable by Euronext, calculates the applicable Charges;
4. Euronext informs the Client of the Charges;
5. The Client receives the execution copy of the Order Form, including an overview of the applicable Charges, and duly executes it in the manner indicated by Euronext;
6. Euronext executes the Order Form (unless it has objections in respect thereof);
7. The Client receives a copy of the duly executed Order Form.

The parties hereby agree to enter into this Agreement on the terms set out in this Agreement. The Client confirms that it has read the terms of this Agreement.

|  |  |  |
| --- | --- | --- |
| Date: | Date: | Date: |
| On behalf of **EURONEXT**: | On behalf of the **CLIENT** | On behalf of the **CLIENT***(second signatory is optional)* |
| Signature: | Signature: | Signature: |
| Name: | Name: | Name: |
| Title: | Title: | Title: |

# 10. Update of the form

The Client shall provide Euronext with written notice of any changes to its nominated contacts and/or authorised individuals as set out in the Colocation Order Form. Upon request of Euronext, Parties shall update the Order Form accordingly.

# 11. Specific consent

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Client expressly accepts the following provisions: Articles 2.5 (Right to modify), 3.2 (Change to Services EURONEXT), 3.5 (EURONEXT Equipment), 4.2 (Third party use), 4.5 (Services limitations), 4.6 (Material breach), 5.1 (Payment), 5.4 (invoice), 5.6 (Payment term), 6.1 (Initial Term and renewal), 6.2 (Access to Services), 8 (Disclaimers), 9 (Limitation of liability), 11 (Termination), 12 (Indemnification), 13.3 (Audit rights), 16 (Assignment, divestments and acquisitions), 17 (Relocation), 18 (Force Majeure), 19.4 (Material breach), 24 ((Electronic) signature); and 25 (Law and Jurisdiction) of the GTCs, and Sections 2.4 (Operation), 2.5 (Own responsibility), 3.1 (Colocation Services), 3.5 (Suspension), 4.1 (Compliance), 4.2 (Connectivity options), 5.2 (Smart Hands Services), 5.3 (Availability and prioritisation), and 6.1 (Smart Hands Services Charges) of the Specific Terms Colocation.

|  |  |
| --- | --- |
| **Date:** | **Date:** |
| On behalf of the **CLIENT**: | On behalf of the **CLIENT**:*(second signatory is optional)* |
|  Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |

QUOTE – ANNEX TO COLOCATION ORDER FORM

The Client agrees to the following Charges, which are applicable on the basis of the Colocation Services it has selected in the Order Form for Colocation Services.

All Charges set forth below exclude Taxes which may be payable thereon. Such Taxes will be added to the Charges as appropriate, at the rate prescribed under Applicable Law.

Euronext reserves the right to update the Charges in accordance with the GTCs.

[List Charges based on quote]

1. For more technical information about facilities, please refer to the Policies. [↑](#footnote-ref-2)
2. “Market Data Package” is a combination of channel(s), as specified in the Optiq MDG Client Specification, bundled in a package as described in the Price List. [↑](#footnote-ref-3)