

EURONEXT DATA CENTRE

SERVICE PROVIDER ACCREDITATION AGREEMENT

Issue date: 26 April 2024



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REQUEST FOR ACCREDITATION FORM

Completion and signature of this Request Form by the duly authorised representatives of Euronext Technologies Srl and Borsa Italiana S.P.A (jointly and individually referred to as "Euronext") on the one hand and the Service Provider identified in section 1 below (the "Client") on the other hand constitutes an agreement (the "Agreement") between the Parties.

The terms of this Agreement consist of: (a) this Request Form, (b) the Minimum Requirements attached hereto as Schedule 1, (c) the Specific Terms Accreditation, (c) the General Terms & Conditions for Euronext Data Centre Services ("GTCs") , (d) the Policies, (e) any ancillary documentation explicitly agreed 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. Any rights granted hereunder to Euronext may be enforced by each of Euronext Technologies Srl or Borsa Italiana S.p.A. directly against the Client.

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 8 (Specific consent) of this Request Form in particular, and fully accepts all such Terms and Conditions. The General Terms & Conditions and the Policies are published on the Euronext Customer Portal at the following link: <https://connect2.euronext.com/en/site> where the Client is required to create an account to access the documentation.

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 (including Other Euronext 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 Request Form have the same meanings when used in the (other) Terms and Conditions, and vice versa, unless stated otherwise.

1. Administrative information

Request form number: <i>To be completed by Euronext</i>	
Date of registration: <i>To be completed by Euronext</i>	
Versioning: <i>To be completed by Euronext</i>	

Client information

Statutory Name:	
Country of registration / Registration or enterprise number:	
Status:	Service Provider
Market Data code (NLO) (if applicable):	

Client Affiliate information

Information on Affiliates that Client wants to allow to obtain the Approved Status as part of this application is to be specified in the respective Appendix to this Request Form.

2. Contact Information Client

	Technical Contact	Business Contact(*) <input type="checkbox"/> same as Technical Contact	Signatory <input type="checkbox"/> same as Business Contact	Signatory (second signature is optional)
Name:				
Job title:				
Telephone:				
Mobile phone:			<i>Mandatory for digital signature</i>	<i>Mandatory for digital signature</i>

Email:			<i>Mandatory for digital signature</i>	<i>Mandatory for digital signature</i>
Address:				

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

Notes:

1. If the contact changes, the Client is responsible for providing a new Authorised business contact to Euronextmembership@euronext.com. In case a Client is accredited also for Borsa Italiana Markets, the communication shall be sent also to bit-membership@euronext.com.
2. The Authorised Business Contact is responsible for all communications regarding the Agreement.

Euronext information

Please send the complete Request Form to Euronext via email:

Email: Euronextmembership@euronext.com for all Euronext Markets except Borsa Italiana Markets.
bit-membership@euronext.com for Borsa Italiana Markets

In case of emergencies or situations as described in Section 5.6 of the Specific Terms Accreditation:

Phone: Netherlands: +31 20 721 9585 | Norway: +31 20 721 9585 | Belgium: +32 2 620 0585 |
France: +33 1 8514 8585 | Portugal: +351 2 1060 8585 | Ireland: +353 1 6174 289 |
UK: +44 20 7660 8585 | Italy: +39 02 45411399 **Email:** Clientsupport@euronext.com

3. Service Provider accreditation request

By signing this Request Form, the Client applies to Euronext to be accredited as a Service Provider for:

- ESP Services
- ASP Services

Please refer to the GTC's for the definition of ESP Services and ASP Services.

4. Applicable provisions

This Request Form and the legal relationships deriving from it shall be governed by the Terms and Conditions, which the Client declares it knows and accepts.

The Client and Euronext mutually acknowledge that the applicable provisions of law in the matter of personal data processing (set forth in the Legislative Decree of 30 June 2003 n. 196, as replaced and/or integrated with effect from 25 May 2018, by the EU General Data Protection Regulation No. 679/2016 and the relevant national and international implementing and integrating regulations and orders, such as Law No. 101/2018) apply to information relating to physical persons only.

At the same time, the Client and Euronext undertake to comply with the above provisions of law, as applicable, which they declare to be well aware of, in the event of processing of data relating to physical persons operating in their name and/or in their interest, for the purpose of and/or directly or indirectly connected with the performance of the Service.

In this regard, the Client declares that it has received and reviewed the privacy information notice provided by Euronext, according to the applicable data protection laws, posted on the Euronext's website: www.euronext.com/privacy-statement.

The Client, having read the privacy information notice provided by Euronext, declares to have made it available to its employees and/or officers for the processing of their personal data for the purposes listed therein.

5. Term

The term of the Agreement shall commence as from the date the Agreement is duly executed by the Parties and continue thereafter until terminated in accordance with the Terms and Conditions. Once executed by all Parties hereto, this Agreement shall replace any similar service provider accreditation agreement previously concluded by the Client and Euronext Technologies Srl as per the effective date hereof.

The Parties accept that, Borsa Italiana may withdraw as Euronext party from the Agreement as from the effective date of the relevant written notice (as set forth in such notice or in the absence thereof the date of such notice) and as from such effective date only Euronext Technologies Srl will be Client's counterparty to the Agreement, qualify as Euronext hereunder and assume obligations and be able to enforce rights as Euronext hereunder. Regardless such withdrawal, Borsa Italiana shall remain liable towards the Client for any liability incurred by Borsa Italia before the effective date of such withdrawal. No other changes to the Agreement will result from such notice.

6. Update of the Request Form

The Client shall provide Euronext with written notice of any changes to its nominated contacts as set out in the Request Form as well as to any changes in the list of Affiliates to be accredited hereunder. Upon request of Euronext, Parties shall update the Request Form accordingly.

7. Agreement of the parties

The Agreement will be established in accordance with the process as set forth in Schedule 1 to this Request Form.

The Client confirms by its execution of this Request Form that it wishes to obtain Approved Status (for its own behalf and – when applicable – for its Affiliates specified herein) and that it (and such specified Affiliates) shall adhere fully to the Terms and Conditions, including completing the steps of the Service Provider’s Response required to allow Euronext to determine whether the Client can be granted such status. The Client confirms that it has read the terms of this Agreement.

Once this Request Form is duly executed by Euronext, Euronext is also bound to the Terms and Conditions hereof.

Date:	Date:	Date:	Date:
On behalf of Euronext Technologies S.r.l.	On behalf of Borsa Italiana S.p.A.	On behalf of the CLIENT	On behalf of the CLIENT <i>(second signatory is optional)</i>
Signature:	Signature:	Signature:	Signature:
Name:	Name:	Name:	Name:
Title:	Title:	Title:	Title:

8. 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), 3.5 (Euronext Equipment), 4.2 (Third party use), 4.5 (Services limitations), 4.6 (Material breach), 5.1 (Payment), 5.4 (invoicing), 5.6 (Payment term), 6.1 (Initial Term and renewal), 6.2 (Access to Services), 7.4 (Non-assertion), 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 2.3 (Approved Status), 3 (Suspension of Service Provider End User/ Client’s access to the System), 4.2 (Condition), 4.3 (Demarcation Point), 5 (Client obligations), 6 (Term and termination), and 8 (Additional terms) of the Specific Terms Accreditation; and

- Section 5 (Term) of this Request form

Date:	Date:	Date:	Date:
On behalf of Euronext Technologies S.r.l.	On behalf of Borsa Italiana S.p.A.	On behalf of the CLIENT	On behalf of the CLIENT <i>(second signatory is optional)</i>
Signature:	Signature:	Signature:	Signature:
Name:	Name:	Name:	Name:
Title:	Title:	Title:	Title:

Appendix Request Form – list of relevant Affiliates

Affiliates of Client which Client desires to be granted the Approved Status in accordance with paragraph 7 above (additional Affiliates can be added by replicating this page):

Affiliate # _____

Statutory Name:	
Country of registration / Registration or enterprise number:	
Status:	Service Provider

Affiliate # _____

Statutory Name:	
Country of registration / Registration or enterprise number:	
Status:	Service Provider

Affiliate # _____

Statutory Name:	
Country of registration / Registration or enterprise number:	
Status:	Service Provider

Affiliate # _____

Statutory Name:	
Country of registration / Registration or enterprise number:	
Status:	Service Provider

SPECIFIC TERMS ACCREDITATION

1. Definitions and interpretation

1.1 **Definitions**

In these Euronext Specific Terms Accreditation ("**Specific Terms Accreditation**"), capitalised terms shall have the meaning set forth in the Euronext General Terms and Conditions Data Centre Services ("**GTCs**"), or – if not defined in the GTCs – shall have the meaning set forth below:

"**Accreditation Process**" means the process of accrediting the Client having submitted the Request Form to Euronext as Service Provider, as more particularly described in the Request Form (including the schedules thereto), these Specific Terms Accreditation, and the Policies; "**Agreement**" means the agreement between the Client – in its capacity as Service Provider – and Euronext as defined in the Request Form;

"**Approved Status**" means approval of Client as accredited Service Provider by Euronext pursuant to Section 2 below;

"**Carrier**" means a carrier connected to a Data Centre or Euronext PoP by means of a fibre communication service (regardless of whether (also) qualifying as Service Provider hereunder);

"**Connectivity Agreement**" means the separate agreement allowing the Client to receive the Connectivity Services or Colocation Services from Euronext;

"**Demarcation Point(s)**" means the relevant patch panel of the Client or its respective Carrier as set forth in the respective Connectivity Agreement;

"**Euronext PoP**" means a separate Euronext point of presence (not located in a Data Centre) as identified in the Policies;

"**Facility(ies)**" means a data centre facility(ies) in which the Euronext PoP(s) is (are) hosted; "**Meet Me Room**" means the facility within the Data Centre or Facility (as applicable) from which Clients or Carriers can physically connect their equipment in accordance with the Policies to Euronext Equipment hosted in such Data Centre or Facility;

"**Minimum Criteria**" means the minimum criteria set out in the Request Form that a Service Provider must meet in order to gain and retain the Approved Status under the Accreditation Process;

"**Prohibited Purposes**" means any of the following: (a) reselling any (part) of the SP Services to any third party (including any Affiliate or Service Provider End User), unless explicitly permitted by Euronext hereunder; (b) using or permitting the use of any (part) of the SP Services for any illegal or immoral purpose; (c) interfering with, damaging or disrupting the System or any (other) equipment or network or software owned or used by Euronext or any third party; or (d) any other prohibited purpose as set out in the Agreement, including the GTCs and any of the Policies;

"**Request Form**" means the form entitled '*Request for Accreditation Form*' signed by the Parties and containing the request from Client to be granted the Approved Status hereunder; "**Service Provider End User**" means a customer of the Client (or any of Client's Affiliates approved by Euronext hereunder) that is permitted to connect to the System via the Service Provider Network and that has been approved by Euronext;

"**Service Provider End User Agreement**" means an agreement entered into between the Service Provider and the Service Provider End User;

"**Service Provider's Application Questionnaire**" means the questionnaire to be completed by the Service Provider available on the Euronext's corporate website;

"**Service Provider's Network**" means the Service Provider's network(s) used by Service Provider and its Affiliates (i) providing the connection between the Service Provider End User and

the Data Centre and/or Euronext Pop(s) or (ii) hosting the Service Provider End User to connect it to the System, as more particularly described in the Service Provider's Response; "**Service Provider's Response**" means the Service Provider Application Questionnaire as completed by the Service Provider and submitted by it to Euronext hereunder, including any ancillary documents being provided by the Client in relation thereto;

"**Service Start Date**" means the date on which Euronext notifies the Client that the Client, and – when applicable – its respective Affiliates has or have been granted Approved Status; "**SP Services**" means the ESP Services or ASP Services which the Client provides to Service Provider End User, as further described in the Service Provider's Response (including any ancillary documents such as network diagrams and associated IP addressing schema agreed by the Client and Euronext);

"**System**" means any system(s) upon which the Markets are reachable by the Service Provider under its Connectivity Agreement;

"**Tests**" means the tests to be carried out by the Service Provider, as required by Euronext (acting in good faith) under the Agreement.

1.2 **Interpretation**

In the Agreement and unless the context requires otherwise: (a) any words following the terms including, "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; (b) references to a section, schedule, paragraph or appendix are references to a Section in this Specific Terms Accreditation, and a schedule, paragraph or appendix of, or to, the Agreement; (c) reference to any Rules, agreement, contract, document or deed shall be construed as a reference to it as varied or supplemented from time to time; (d) the headings, index and front sheet are all for reference only and shall be ignored when construing the Agreement; and (e) reference to any legislative provision shall be deemed to include any statutory instrument, under Applicable Law, regulation, rule, subordinate or delegated legislation or order and rules and regulations which are made under it, and any subsequent re-enactment or amendment of the same.

2. **Accreditation Process and Approved Status**

2.1 **Requirement**

The Client and its Affiliates as listed in the Appendix to the Request Form must have obtained the Approved Status under the Accreditation Process before it can provide the SP Services. The Accreditation Process applies to all Service Providers using Connectivity Services or Colocation Services to connect to (any of) the Markets.

2.2 **Accreditation Process**

The Client shall take the following steps as part of the Accreditation Process: (a) it shall have in place or conclude a Connectivity Agreement and any Other Euronext Agreements, as required by Euronext or any of its Affiliates; (b) it shall complete the Service Provider's Response and provide such to Euronext (including additional required documents) to demonstrate the Client's (and its relevant Affiliates') ability to provide the SP Services and to meet the Minimum Criteria when doing so; and (c) it shall successfully complete any Tests considered relevant by Euronext (e.g. based on any of the Policies or Euronext's instructions). For the avoidance of any doubt, the aforementioned steps under (a) and (b) can be conducted in parallel and such does not constitute a breach by the Client hereunder or under such Connectivity Agreement.

The Client may complete the Accreditation Process on its own behalf, as well as on behalf of any of its Affiliates specified in the Request Form using the Service Provider's Network (in whole or in part) to provide the SP Services to its Service Provider's End Users. In the event that the Approved Status is granted to the Client hereunder, such Approved Status shall also extend to such Affiliates, meaning that such Client Affiliate may also use the Service Provider's Network as described in the Service Provider's Response to provide ESP Services or ASP Services respectively to Service Provider End Users. The Client shall ensure that each such specified Client Affiliate complies with the Minimum Requirements and the other obligations applicable to the Client as set forth in the Agreement (as if it was directly a Party thereto) at all times and the Client shall be liable towards Euronext in respect of any breach of any such Client Affiliate in respect thereof.

2.3 Approved Status

If the Client has successfully complied with the steps set forth in Section 2.1 to the satisfaction of Euronext, Euronext (acting in good faith) shall grant the Client (and any of the Client's Affiliates as referred to under Section 2.2 above) the Approved Status and communicate this accordingly directly to the Client in writing, which notice shall specify whether the Approved Status applies to the Client's use of the Connectivity Services or Colocation Services (or both). The Client's details and its Approved Status may be made available on Euronext's corporate website, subject to Section 2.5 below. The Client shall not permit any Service Provider End User to connect to the System via the Service Provider Network until it has received written approval from Euronext (or its designated Affiliate) that it has obtained the Approved Status and that the respective Service Provider End User has been approved by Euronext and can be connected to the System. The Approved Status being granted by Euronext to the Client does not relieve the Client in any manner from complying with its obligations under the Agreement, any Service Provider End User Agreement, the Rules (when applicable) or Applicable Law.

2.4 Service Start Date

With effect from the Service Start Date until termination of the Agreement, howsoever caused, or suspension of the Agreement pursuant to Section 3 hereto, the Client shall be entitled to refer to itself as an "*Approved Service Provider of Euronext* ", "*Approved Service Provider of Borsa Italiana*", "*Approved Service Provider of MTS*" and/or "*Approved Service Provider*" for any third party market operator in respect of which Euronext may provide accreditation services, all depending on the exact accreditation granted to the respective Service Provider hereunder regarding Markets and applicable Services.

2.5 No publicity

Unless explicitly allowed for under any Other Euronext Agreement, any general press release or marketing material of the Client making explicit reference to its Approved Status (excluding the statement contained in Section 2.4 above) containing statements not previously approved by Euronext, must be approved by Euronext in writing (including via email) in advance of release or publication. For the avoidance of any doubt and notwithstanding anything to the contrary herein, the aforementioned restriction does not apply to publications on social media platforms by Client or any of its employees or presentations provided at conferences (and/or other similar events) provided Client or its respective employees do not make use of any trademark of Euronext or any of Euronext's Affiliates.

Both Euronext and the Client are expressly prohibited from making any use of the other Party's logo or trademarks including, but not limited to, in any press release, marketing materials or other publications, unless such use or reference (and the exact form thereof) is approved in writing by the other Party prior to such release or publication.

3. Suspension of Service Provider End User's/ Client's access to the System

3.1 Suspension

Euronext (acting in good faith) may, and without prejudice to any right which it may have under any Other Euronext Agreement or otherwise, or for liability for compensation or damages, elect to (I) either itself suspend the access of one or more of the Service Provider End Users to the System, or instruct the Client to do so, in which case the Client shall comply with such instruction without delay, and/or (II) to suspend the provision of the SP Services by the Client (in whole or in part) until further notice in the event that: (a) Euronext is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other competent administrative or regulatory authority or would otherwise be in breach of its regulatory responsibilities; (b) Euronext is required to carry out any (emergency or scheduled) maintenance or works within the Data Centre, Facility or regarding any Euronext Equipment (including any Euronext Equipment or third-party equipment used in connection with any Data Centres or any Euronext PoP); (c) Euronext has grounds to believe that (any part of) the access to the System or SP Services are being used by the Client (or any of its authorised Affiliates or Service Provider End Users) for any illegal purpose or any Prohibited Purpose; (d) the access to the System or SP Services used by the Client or any of its Service Provider End Users has or is likely to materially and adversely affect the services of Euronext's and its Affiliates' offer regarding the Markets to other clients; or (e) the access to the System or SP Services used by the Client or any of its Service Provider End Users poses a material risk for the orderly trading activities on any of the Markets. or (f) the relevant Euronext Affiliate (or hosted third party) operating a Market on the System to which a Service Provider End User has access to has asked Euronext to suspend the access to the market to that Service Provider End User.

3.2 Notice

If Euronext takes any action pursuant to Section 3.1 above it shall provide to the Client as much prior written notice of such action as practicable, and if not possible, such notice shall be provided without undue delay thereafter.

3.3 Other limitations

Without prejudice to Section 3.1 above and/or other remedies set forth under the Agreement or as may be applicable to Euronext under any Other Euronext Agreement it has with the Client (including the Connectivity Agreement), Euronext has the right to limit the number of Service Provider End Users that the Client can connect to the System through the Service Provider's Network (i) in the event of persistent technical problems affecting a significant number of Service Provider End Users, or (ii) in the event that the Client fails to modify its systems in order to comply with relevant upgrades made by Euronext.

4. Euronext obligations

4.1 System availability

Euronext will take all reasonable steps to provide and maintain the reliability of the access to the System. When performing its obligations hereunder, Euronext shall comply at all times with the Agreement (including the Policies), the Rules (when applicable), and Applicable Law.

4.2 Condition

Euronext's obligation to provide access to the System is conditional upon (i) the Client's Connectivity Agreement and Other Euronext Agreements referred to in Section 2.2 above remaining in full force and effect, and (ii) and the Client having obtained the Approved Status.

4.3 **Demarcation Point**

Euronext's responsibility to provide access to the System shall cease at the Demarcation Point and it shall be the Client's responsibility to make appropriate arrangements beyond this Demarcation Point.

5. Client obligations

5.1 **Client Obligations**

The Client shall comply at all times with the Agreement (including the Policies), the Rules (when applicable to it) and the Minimum Criteria. The Client shall ensure that its access to the System complies with Applicable Law, including MIFID and any other relevant legislative and regulatory requirements such as all applicable telecommunications and financial services legislation and regulation, and shall not use or permit the access to the System for any Prohibited Purposes or other illegal means.

5.2 **Assistance**

The Client shall provide Euronext with such assistance and information as Euronext may reasonably require to perform its obligations in connection with the Agreement, provided that Euronext complies with such requirements in relation to security and operational matters as the Client may reasonably require.

5.3 **Correctness of response**

The Client warrants that the Service Provider's Response is accurate, complete and not misleading in any manner as per the date thereof, and that it has been prepared with all due skill and care in accordance with Best Industry Practices.

5.4 **Material changes**

The Client shall notify Euronext in writing in advance of any material changes that are made to the Service Provider's Network that may affect the information included within the Service Provider's Response. Any changes which may affect Client's compliance with the Minimum Criteria must be agreed upon by the Parties prior to any such change being made. The Client is required to comply with the Minimum Requirements at all times.

5.5 **Security breach**

Upon the Client becoming aware of any actual security breach of the Service Provider Network, any Data corruption or any other issue or event which may threaten the working or integrity of the access to the System, the Client shall immediately inform Euronext thereof.

5.6 **Notification**

In addition to any other notification requirements hereunder, the following matters must be promptly reported by the Client to Euronext upon the Client becoming aware thereof: (a) a material breach of Section 5.1; or (b) a Service Provider Network failure which materially affects the ability of more than one Service Provider End User to connect to the System. Additionally, Service Providers providing ASP Service shall furthermore report the following matters to Euronext upon becoming aware thereof: (i) any notification by a Service Provider End User of actual or suspected corruption of the Data; or (ii) integrity issues arising from corrupted Data.

Any notification required by a Client to Euronext under Sections 5.5 or 5.6 shall be provided in the following manner: The Client shall (a) endeavour to promptly notify Euronext thereof by email or telephone followed by a written report providing such details as may be requested by Euronext via email; and (b) in accordance with the Policies or guidelines or instructions supplied by Euronext, promptly instruct any relevant Service Provider End User to contact Euronext if the breach, issue or event affects such Service Provider End User's access to the System.

5.7 **Tests**

In addition to its obligation to facilitate and conduct Tests as part of the Accreditation Process or under the Connectivity Agreement, the Client shall also during the term of the Agreement regularly test its SP Services and the Service Provider Network and support any Test required by Euronext, including participating in any disaster recovery Test (with the exception of Colocation Service), upon the request of Euronext (acting in good faith).

6. Term and Termination

6.1 **Term and commencement**

The term of the Agreement shall be indefinite commencing from the date duly executed by the Parties hereto. The Agreement shall continue unless terminated by any Party in accordance herewith.

6.2 **Termination**

Notwithstanding Parties' other rights under the GTCs in this regard, each Party may terminate the Agreement for convenience by giving the other Party(ies) at least six (6) months prior written notice. Additionally, the Agreement will terminate automatically thirty (30) days after Euronext confirms to the Client in writing (including via email) that it has not met the Minimum Requirements or provided adequate evidence thereof to Euronext within the timelines applicable to such, provided that the Client remains non-compliant at the end of such thirty (30) day period.

6.3 **Effects of termination**

On receipt of or giving notice of termination: (a) the Client shall give notice to Service Provider End Users to terminate the Service Provider End User Agreements or such part or parts thereof that relate to the use by Service Provider End Users of the Service Provider Network for the purpose of accessing the System, effective on the date on which the termination or expiry of the Agreement shall take effect; and (b) the Client shall co-operate in good faith with Euronext and the Service Provider End Users to allow the Service Provider End Users to migrate to an alternative access to the System with minimum disruption to the Service Provider End User activities. For the avoidance of doubt, Euronext shall be entitled to contact any Service Provider End User directly to assist with the migration process.

7. Intellectual Property Rights

7.1 **No distribution**

Unless explicitly stated otherwise herein, the Client may not under the Agreement distribute, copy, record, reproduce, transfer to third parties, sell or otherwise exploit in any other way, in whole or in part, the Data. The Client's rights to use, store, process, reproduce, make

available and re-distribute the Data shall be governed by Other Euronext Agreements, such as a Data Licence, which the Client shall enter into with Euronext (or any of its Affiliates) and such are required to be concluded and in effect before and at the time the Client uses any of the Data in this regard.

8. Additional Terms

8.1 **Limitation in Service Providers behind Service Providers**

A Service Provider using Connectivity Services as part of its SP Services can only be connected to the System either (i) directly by itself, or (ii) through another Service Provider which is directly connected to the System, excepting for accessing the System for trading purposes¹. A Service Provider using Colocation Services as part of its SP Services can only be connected to the System directly by itself. Any connection to the Markets or System via an additional (level of) Service Provider(s) than allowed for above is prohibited. If the Client is connected in any such unauthorised manner, the Client will be in material breach of its obligations hereunder.

8.2 **No ESP behind another Service Provider**

Notwithstanding Section 8.1 above, when providing ESP Services the Client may not provide such ESP Services by connecting to the Markets via another Service Provider. Such ESP Services may only be offered by the Client (or its Affiliates) if it has concluded a Connectivity Agreement allowing it direct individual access to the Markets.

8.3 **ESP Services liability exception**

Limited to the use of Connectivity Services as part of the SP Services, the Client shall not be responsible for any obligations with regard to a Service Provider End User benefiting from the use of the Connectivity Services, including without limitation ensuring the compliance by a Service Provider End User with the terms and conditions of this Agreement, or any Other Euronext Agreement as between Euronext (or its respective Affiliate) and such Service Provider End User, provided that the Client is a Service Provider and provides ESP Services to its authorised Service Provider End Users in compliance with its Connectivity Agreement. This exception does not apply to its responsibilities for designated Affiliates under Section 2.2 above. For the avoidance of doubt, this provision does not apply when the Client uses Colocation Services as part of its SP Services to a Service Provider End User.

8.4 **Order with Other Euronext Agreement**

In the event there is a conflict or discrepancy between any of the provisions of the Agreement and any of the provisions of any Other Euronext Agreement the Client is a party to ("**Affected Agreement**"), such conflict or discrepancy shall not affect the Client's obligations under the respective provisions of the Affected Agreement as such obligations are linked to and limited to the scope and purpose of the Affected Agreement. In the event such Client is providing ASP Services and the conflict or discrepancy would require the Client to adhere to two different conflicting or incompatible standards, the Client shall ensure it complies with the highest of the two standards (as determined by Euronext at its sole discretion where on a reasonable measure this is not clear for the Client).

¹ A grace period in respect of this exception may apply, as determined by Euronext at its sole discretion and communicated by Euronext to the Client.

Schedule 1 Request Form – Accreditation Process & Minimum Requirements

Accreditation Process

The Client wishing to be approved by Euronext as an accredited Service Provider who can offer physical access to the System through its own infrastructure and network (including that of another Service Provider) is required to take the following steps in the Accreditation Process.

1. Complete the Request Form and have it duly executed by the Client and submit it to Euronext;
2. Complete the Service Provider's Application Questionnaire attached to the Request Form as Schedule 2, with support and clarification from Euronext where appropriate, and send such to Euronext at the address specified in the Request Form;
3. Upon submission, the above documents will be reviewed by Euronext in conjunction with the Client's relevant Authorised Contact, if needed.
4. Upon Euronext request, a meeting between the Client and Euronext will be held to discuss the outcome of the Service Provider's Response and any queries that may have arisen regarding SP Services.
5. The Client will be asked to undertake and pass all Tests, proving the functionality of the Service Provider's Network and the fulfilment of the Minimum Criteria listed below.
6. In accordance with the Agreement, Euronext will validate the Client's compliance with the Minimum Requirements and communicate its decision in respect thereof to the Client.

The Service Provider's Response, once completed and submitted to Euronext by the Client, will allow Euronext to make a fully informed assessment of the Client's proposed SP Services and determine if the Client and the SP Services are fit for purpose.

Minimum Criteria

In order to be accredited and remain accredited as a Euronext Service Provider, the Service Provider must comply with the following requirements (Minimum Criteria) at all times during the term of the Agreement.

1 General requirements

- 1.1 The Client shall execute Service Provider End User Agreements with the Service Provider End Users and execute – to the extent relevant – agreements with third-party providers to be able to offer the SP Services in accordance with the Rules (when applicable) and Applicable Law.
- 1.2 The Client has and shall maintain a quality management system regarding the SP Services. The Client shall ensure its SP Services comply with standard market practices, the requirements applicable to such under its quality management system, and – when applicable – any service levels offered by the Client to its Service Provider End Users. The Client shall monitor the performance of its SP Services on a continuous basis in respect of the aforementioned standards and use best efforts to maintain the SP Services at least in accordance with such;
- 1.3 The Client shall have appropriate safeguards in place to avoid that orders transmitted to the Markets have been generated by unauthorised sources or activities, including by Persons not being Service Provider End Users or a Member of the respective Market and to avoid third parties (including Members and Service Provider End Users) connecting through the SP Services to any of the Markets in a manner they are not authorised to by Euronext.

- 1.4 The Client shall ensure that equal access and treatment conditions apply for all Service Provider End Users having selected and using the same type of Service Provider Service (i.e. like-for-like comparison). Unless required by Applicable Law, this does not oblige the Client to also apply the same pricing for all such Service Provider End Users.
- 1.5 The Client shall appoint one or more Persons as its designated contact(s) in relation to the Agreement and technical matters resulting from such (as specified by the Client in the Request Form or Service Provider's Response), and ensure that at least one such Person is available during trading hours of the Markets.

2 Technical requirements

- 2.1 The Client shall (a) ensure the confidentiality of all data of the Service Provider End Users with specific reference to trading and settlement data and keep such secure in accordance with Best Industry Practices, and (b) adopt all the reasonable measures for preventing unauthorised access to the communication links between the Client and the Service Provider End Users on the one hand and Euronext on the other (including the Service Provider's Network and the System), and any unauthorised traffic being forwarded to Euronext or the System or vice versa or any Data being forwarded onto any unauthorised networks, in each case by complying with appropriate IT security certifications regarding the entire SP Services as allowed for by Euronext, such as SOC2, ISAE 3402 type II or ISO 27001/2.
- 2.2 The Client shall ensure it has fully resilient connections to the Markets, meaning that the Client shall at least have two ports in the Production Data Centre and/or Euronext PoPs to reach the Production Data Centre and DR Data Centre. For the avoidance of doubt, this requirement does not apply regarding the DR Data Centre when the Client uses Colocation Services to provide SP Services to a Service Provider End User.;
- 2.3 The Client shall recommend adequate bandwidth to the Service Provider End Users to ensure they will receive the respective data without risk of delays or loss of data. The Client is invited to liaise with Euronext to check the bandwidth recommendation.
- 2.4 The Client shall have established and maintain an adequate internal IT organisational structure, in terms of number of employees, professional skills and specialisation in the management of the technological infrastructure in use, and an adequate Service Provider Network, in each case consistent with the types of service provided, the number of Service Provider End Users and their trading volumes.
- 2.5 The Client shall in accordance with the certifications referred to under paragraph 2.1 and any additional relevant requirements determined by Euronext, establish and maintain appropriate instruments for the management and monitoring of the Service Provider Network.
- 2.6 The Client shall ensure that appropriate levels of technological infrastructure redundancy and adequate disaster recovery capabilities are in place in line with the types of service provided, the number of Service Provider End Users making use thereof and their trading volumes. For the avoidance of doubt, this requirement does not apply regarding the need for adequate disaster recovery capabilities to connect to the DR Data Centre when the Client uses Colocation Services to provide SP Services to a Service Provider End User.
- 2.7 The Client shall have an appropriate service and network monitoring system in place in accordance with the certification requirements as described under paragraph 2.1 above, allowing the Client to submit the reports and notices it is obliged to submit to Euronext under the Agreement and to the Service Provider End Users under the Service Provider End User Agreements.

Schedule 2 to the Request Form – Service Provider Questionnaire

Statutory name: _____

First name and family name of Legal Representative who signs the questionnaire

Service Provider End Users

Q1: Please confirm a Service Provider End User Agreement is executed with the Service Provider End Users prior to provide the SP Services in accordance with the Rules (when applicable) and Applicable Law.

Q2: Please provide an overview of the service levels being offered (or intended to be offered) by the Client to the Service Provider End Users under the Service Provider End User Agreements, or - in the absence thereof - the service levels or key performance indicators the Client internally applies in respect thereof.
[specify]

Technical Network

Q3: Please provide for each site connected via the Connectivity Services, the address and the Connection ID (provided by Euronext), a detailed description and a network diagram of the interconnection between Service Provider End Users, the data centres used by the Client as part of the Service Provider Network and the Data Centre and/or Euronext PoP(s) in a format acceptable to Euronext (e.g. PDF). For the avoidance of doubt, this question does not apply when the Client uses Colocation Services to provide SP Services to a Service Provider End User:
[specify]

Q4: Please provide an overview of the process to permission any Data or SP Services to which a Service Provider End User is granted access.
[specify]

Q5: Please confirm that End Users utilising the same SP Services have equal access and trading conditions (i.e. like-for-like comparison). Unless required by Applicable Law, this does apply to pricing conditions.
[specify]

Q6: Please specify how you manage that adequate bandwidth is provided to the Service Provider End Users to ensure they receive the data they require without risk of delays or loss of data.
[specify]

Security

Euronext seeks to ensure that existing network and operational security levels are maintained when providing access to the System via the Service Provider's Network.

Q7: Please provide details of the security standards and technologies used to secure, monitor and manage the Service Provider Network and Service Provider End User permissioning

systems.[specify]

Q8: Please specify what security standards and cyber risk control framework you adhere too and what kind of certifications you have in place (e.g. SOC2, ISAE 3402 type II, ISO 27001/2)
[specify]

Availability and Performance

Time taken for messages to traverse the SP Network from Euronext to the SP End User should be minimal and the SP Network should be of high availability.

Q9: Please indicate any single point of failure within your proposed service.
[specify]

Q10: Please (a) quantify in percentage terms what levels of availability you have achieved on your service in the last 12 months (if your service is not yet live, please provide estimates); and (b) describe how availability is or will be monitored.
[specify]

Q11: Please inform us how you manage and monitor the performance of your SP Services and Service Provider Network, including managing service level and incidents and what kind of methodologies are being used in that regard (e.g. ITIL).
[specify]

Q12: Please specify how the Service Provider Network is set up to ensure it is fully resilient including specifying the connections intended to be used in that regard and what kind of disaster recovery capabilities are in place. For the avoidance of doubt, this question does not apply when the Client uses Colocation Services to provide SP Services to a Service Provider End User;
[specify]

Customer support

Customers will require a high level of support to ensure that any issues affecting their ability to trade on Euronext's markets are dealt with efficiently. The SP should be the first point of contact for customer's technical issues.

Q13: Please indicate how your existing support structure operates in each of the locations/countries in which you are proposing to provide network access. Please include the following details applicable for each country over the last six (6) months:

- Level of technical support you are able to offer – telephone, on-site, remote access
- Number of staff
- Average response time
- Average resolution time

[specify]

Signature:

Name,

Surname: Date