**APPLICATION FORM FOR THE LIQUIDITY DISTRIBUTOR FOR BONDS**

(Version 3.1)

*By signing this Form both Parties agree that it forms an integral part of the Euronext Market Data Agreement (“****EMDA****”) between the Contracting Party and Euronext for the duration as specified in clause 3 of this Form. All capitalized terms used, but not defined herein have the same meaning as defined in the EMDA.*

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| **BETWEEN** | Euronext N.V. |  |
|  | Beursplein 5, (1012 JW) Amsterdam |  |
|  | The Netherlands | - hereinafter referred to as (“**Euronext**”) |
| **AND** |  |  |
|  |  |  |
|  |  |  |
|  |  | - hereinafter referred to as (the |
|  |  | **“Contracting Party**”) |

Whereas:

1. The Contracting Party is an investment firm which:
2. is a Trading Member that wishes to engage in the display of prices derived/aggregated from Euronext Group Fixed Income Information. These prices are directly derived and/or aggregated with the objective of generating trades for each of which an opposite trade (buy versus sell) is done in the Central Limit Order Book (“**CLOB**“) on instruments listed on the Fixed Income segment on a Euronext Regulated Market to hedge its position **("the Objective")**; and
3. has entered into an EMDA and Liquidity Distributor Agreement for Bonds with Euronext.
4. Euronext agrees to provide the Contracting Party the non-exclusive right to derive/aggregate prices from Euronext Group Fixed Income Information, and to display these prices for the sole purpose of the Objective, subject to and in accordance with this Form and the EMDA, until the date of the termination of this Form, and/or the Liquidity Distributor Agreement between the Contracting Party and Euronext and/or its Affiliates.

## Application Form DETAILS

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| Effective Date: |  |

*This should be identical to the commencement date of the Liquidity Distributor Agreement.*

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| --- | --- |
| Name of the Information Supplier: |  |

*If you obtain the Euronext Group Fixed Income Information directly from Euronext, please name Euronext as your Information Supplier.*

|  |  |
| --- | --- |
| The Contracting Party Uses the following Information Products to derive/aggregate prices, and to display these prices: | Euronext Fixed Income  Euronext Milan MOT  EuroTLX Bonds |
| Name of the “Trading Venues or Distribution Networks**”** (as defined in MiFID 2) where the Contracting Party will advertise/display Euronext Group Fixed Income prices on: |  |

*These should be the same as in the Liquidity Distributor Agreement.*

## right TO AdvertisE and/or display Information

* 1. Any Fees applicable to the right to derive/aggregate prices from Euronext Group Fixed Income Information, and to display these prices for the sole purpose of the Objective will be waived until the date of termination of this Form and/or the Liquidity Distributor Agreement, provided that the Contracting Pary, in Euronext’s reasonable discretion, meets all the following criteria:

1. The Contracting Party derives/aggregates prices solely from Euronext Group Fixed Income Information;
2. The Contracting Party solely and continuously displays the prices derived/aggregated from Euronext Group Fixed Income Information on Bloomberg ALLQ and the MiFID II authorized trading venues or distribution networks of choice (three, or more, non-Euronext) listed in this Form for the purpose of the Objective;
3. The Contracting Party must report to Euronext in advance via this Form the trading venues or distribution networks where it will advertise/display the derived/aggregated prices;
4. The prices derived/aggregated from Euronext Group Fixed Income Information displayed by the Contracting Party must be Information Supplier-Controlled;
5. The Contracting Party is required to (i) to demand the Subscriber to register and sign-in via a password/log in to view the prices, (ii) provide the viewing of the prices free of charge, and (iii) forbid and restrict the Subscriber from Redistributing the prices;
6. The Contracting Party must submit monthly Reports, detailing the Use and Redistribution of Euronext Group Fixed Income Information under separate non-billable Information Product codes, to be provided by Euronext, subject to and in accordance with the EMDA;
7. The Contracting Party must be capable of providing to Euronext all necessary information to reconcile the number of Reportable Units that are reported subject to and in accordance with this Form and the EMDA; and
8. In addition to all the above, the Contracting Party must meet all requirements described in the Liquidity Distributor for Bonds Scheme Document.
   1. The Contracting Party’s Affiliates may help fulfil the Contracting Party’s contractual rights and obligations under this Form and assist the Contracting Party in receiving, deriving/aggregating, and/or displaying the prices for the purpose of the Objective.
   2. If the Contracting Party and/or its Affiliates (i) Use and/or Redistribute Information other than Euronext Group Fixed Income Information, (ii)and/or Use and/or Redistribute Euronext Group Fixed Income Information beyond the provisions of this Form, Euronext will charge all applicable Fees in accordance with the EMDA.

## Term and Termination

3.1 This Form will enter into force on the Effective Date and will continue to be in force until terminated by either Party giving the other Party not less than 3 (three) months prior written notice (including by email) at any time to be effective at the end of a calendar month.

* 1. If the Contracting Party materially breaches this Form and/or the EMDA, and the material breach is either incapable of remedy, or is capable of remedy, but not remedied within 30 (thirty) days of the written notice being given by Euronext requiring it to be remedied, Euronext may immediately suspend the provision of Information in whole or in part, without being liable, until the breach is remedied. Euronext shall be entitled to, in its sole and absolute discretion, determine whether a material breach has occurred.

## Signature

* By signing this Form the Contracting Party acknowledges that it accepts the content and applicability of this Form.
* The Contracting Party acknowledges and declares that it has accessed, received and reviewed a copy of the Form, the EMDA, the Liquidity Distributor Agreement and the Liquidity Distributor for Bonds Scheme Document. Furthermore, the Contracting Party unconditionally accepts its rights and obligations under these documents.
* For the purposes of proper execution of this Form, Euronext accepts handwritten signatures on behalf of the Contracting Party. In some circumstances, and at Euronext’s absolute discretion, electronic signatures may be acceptable where that electronic form of execution meets the following criteria:

1. it is categorized as an “Advanced Electronic Signature” as described and defined in Article 26 of Regulation No 910/2014 (Electronic Identification and Authentication Services Regulation (“eIDAS Regulation”); and
2. the applicable “trust service”, as defined and described in the eIDAS Regulation, is provided by a service provider who is identified and listed in the “trusted lists” as set out in Article 22 of the eIDAS Regulation.

By using an electronic signature, the contracting Party confirms that such signature meets the above criteria.

**On behalf of the Contracting Party:**

|  |  |
| --- | --- |
| Signature \* |  |
| name |  |
| Position |  |
| Place, Date |  |

*\*To be signed by a representative duly authorized by the Contracting Party*

**On behalf of Euronext:**

|  |  |
| --- | --- |
| Signature |  |
| Name | Mr. Michael Hodgson |
| POSITION | Head of Information Services |
| Place, Date | Amsterdam, |