

TERMS AND CONDITIONS FOR ACCESS TO THE MYEURONEXT PLATFORM

(1) Euronext Technologies SAS a simplified joint-stock company with a capital of 3,011,597€ organised under the laws of France registered under the number RCS NANTERRE 425 100 294, having its registered office at 14 rue des Reflets CS 30064 92054 Paris la Défense, France legally represented by the CEO or any delegated person hereinafter (Euronext)

(2) Hereinafter the undersigned party acting as User Company

"User Company" means the company, acting in own account or on behalf of any person having delegated authority, that has access to the "MyEuronext" platform.

THE UNDERSIGNED				
COMPANY NAME AND LEGAL FORM (eg SA, SpA, Ltd)				
REGISTERED NUMBER				
LEI (if applicable)				
REGISTERED OFFICE ADDRESS (please specify place/country)				
AUTHORIZED E-MAIL DOMAINS (@emaildomain)				
AUTHORISED SIGNATORY				
FIRST NAME AND SURNAME OF THE AUTHORISED SIGNATORY				
POSITION OF THE AUTHORISED SIGNATORY				
EMAIL ADDRESS OF THE AUTHORISED SIGNATORY (to be used for signature process)				



PREAMBLE

Upon request of Euronext NV and its affiliates ("Euronext Group"), MyEuronext Platform enables Euronext Group to interact with the User Company involved in the processing of listing, trading, post-trade or other activities performed by the Euronext Group ("Services"). For clarity, the User Company may have to execute a separate agreement with Euronext Group for each of these other Services.

To allow access and use of the MyEuronext Platform by the User Company, the User Company and Euronext will conduct a testing phase on a platform if needs be (hereinafter respectively the "Test Phase, "Testing platform"). Euronext will determine the timing and duration of the Test Phase and will inform the User Company of such.

When this has been carried out successfully, Euronext will activate access for the User Company in production ("Production") on the platform ("Production platform"), and provide a target Production date, subject to execution of the below terms and conditions.

The Parties therefore agree to enter into these terms and conditions ("the Agreement").

THE FOLLOWING TERMS AND CONDITIONS ARE AGREED:

- 1. **PURPOSE** The purpose of this Agreement is to set out the terms and conditions applicable to the User Company during the Test Phase if required and the Production Phase, when the User Company, through its users ("Users"), shall gain access to the MyEuronext platform.
- **2. AGREEMENT** The User Company recognises and accepts these terms and conditions, which also include the following SCHEDULES, which together comprise the Agreement:

SCHEDULE 1: ADMINISTRATORS APPOINTED BY THE USER COMPANY (with reference to the provided user guides)

SCHEDULE 2: TERMS OF USE SUPPLEMENTING THE TERMS AND CONDITIONS

SCHEDULE 3: SERVICES LEVELS

This Agreement shall be considered as strictly separate from any other agreement, arrangement, notice, consent or further actions that the User Company might require, primarily from its clients that are also clients of the Euronext Group.

For clarity, in such circumstances where the User Company has executed more than one version of the terms and conditions, the most updated version shall prevail.

- **3. ACCOUNT** By creating an account to access the MyEuronext platform, Euronext grants the User Company a non-exclusive, royalty-free licence to use the MyEuronext Testing platform/MyEuronext Production platform for the purpose of respectively testing, supporting the roll-out of the current and future Services and using them in production.
- **4. ADMINISTRATORS AND USERS** The User Company through the administrators ("Administrators") is responsible to coordinate the management of the Users access rights. The Administrators appointed by the User Company shall be identified in SCHEDULE 1. The Administrators and the Users have the authorisation and ability to act for the User Company. Euronext shall be entitled to consider their instructions as being validly and legally enforceable provided through any technical means, including without limitation by clicking, via pdf, or by any other method.



- **5. RESPONSIBILITIES OF THE USER COMPANY FOR ITSELF AND ITS USERS** The User Company shall take all reasonable legal, technical, internal measures to prevent unauthorised use of the MyEuronext Testing/Production platform.
- **6.** Where the User Company gives permission to its Users to use the MyEuronext Testing/Production platform, the User Company shall ensure that this permission is only given on the basis of need and strictly in respect of the conditions to facilitate Euronext Group's clients receipt of the Services. By signing the Agreement, the User Company accepts the supplementing Terms of Use posted on the MyEuronext platform attached at SCHEDULE 2 and is responsible for ensuring the Users of MyEuronext platform have to comply with the supplemented Terms of Use.
- **7. DEDICATED PURPOSE OF THE ACCESS** Unless otherwise agreed by Euronext, the User Company shall ensure that the use of the MyEuronext platform by the Users is limited to the relevant period of delivery of the Services, without prejudice to any right of termination of Euronext.

The User Company shall comply with the procedures and requirements in respect of the reference documentation communicated by Euronext either by email or through the MyEuronext platform.

- **8. CONTENT** Each Party remains responsible for the uploaded content of its declarations, documents and any other information.
- **9. INTELLECTUAL RIGHTS** All right, title and interest in all systems, software and other materials of whatever nature used, prepared, devised, created or written by or on behalf of Euronext or any of its subcontractors, as well as any modified versions thereof or derivative works based thereon, shall vest and remain vested in Euronext or such subcontractor, as appropriate.

10. CONFIDENTIALITY The information contained in the MyEuronext platform is confidential.

The restrictions shall not apply to the disclosure of information:

- which is now in, or hereafter comes into the public domain;

- which is required by law to be disclosed to any person who is authorised by law to receive the same or which is required to be disclosed by a competent regulatory authority;

- to a court, arbitrator or tribunal in the course of proceedings in a case where such disclosure is required by such proceedings;

- which is approved for release by authorisation from the other party.
- **11. PERSONAL DATA** The User Company shall provide specific registration information as may be requested by Euronext, which may include the email address, function telephone number, physical address, date and place of birth and nationality of Users. The User Company may be asked to create a user profile that includes its personal preferences. Euronext may use the email address supplied by the User Company to send it data and/or market information relating to securities listed or traded on a European market, as well as reminders of upcoming activities and sessions on the Service.

The User company accepts the Euronext Privacy Policy at <u>www.euronext.com/privacy-</u><u>statement</u>, which is hereby incorporated into this Agreement, and as may be amended from time to time. If there is a conflict between the Privacy Policy and this Agreement, the terms of this Agreement will prevail.



12. LIABILITY If all or part of the MyEuronext platform functionality is interrupted, suspended, delayed or otherwise impaired, Euronext – where possible and after informing the User Company if deemed necessary – shall do whatever is necessary to resolve the problems in accordance with the applicable service level targets according to the SCHEDULE 3.

Euronext shall be liable only for losses that are the immediate and direct consequence of conduct attributable to fraud or gross negligence on the part of Euronext.

The User Company is required to send Euronext a report on the occurrence of loss-making event that they consider indemnifiable by Euronext. The report containing a precise indication of the time and circumstances of the loss-making event and an estimate of the loss incurred, with the related probative documentation, including for the quantification of the loss incurred, must reach Euronext within thirty (30) calendar days of the occurrence of the event.

- **13. THIRD PARTY'S CLAIM** In the case of a claim by a third party, either Party shall compensate the third party for prejudice affecting them as result of damages causing by default of the obligations mentioned in the Agreement by this Party.
- **14. CO-OPERATION** The Parties acknowledge and agree that they are bound by a duty of cooperation. This duty includes, inter alia, clearly defining any requirements and difficulties, and demonstrating an effort to resolve any such difficulties. In accordance with this duty, the User Company will inform Euronext in detail of any problems or difficulties that it encounters. To this end, the User Company will make a systematic and accurate reports, as soon as possible, of any problems with which it is confronted.
- **15. INTUITU PERSONAE** This Agreement has been entered into in consideration of the person of the User Company. It may not therefore be subject to any total or partial assignment, either free of charge or for valuable consideration, without the prior written consent of Euronext.

This clause is not applicable in the event of an intra-group reorganisation provided the change is clearly identified by Euronext.

- **16. NO PARTNERSHIP** Nothing in this Agreement shall be deemed to constitute a partnership between the Parties, nor constitute either Party as the User Company of the other Party for any purpose.
- **17. TERMINATION** Each Party may terminate the Agreement where that the other Party commits a breach and fails to remedy it within five (5) business days after receipt of a written notice specifying the breach and requiring it to be remedied.

Unless otherwise provided under the Agreement, both Parties accept that either Party may terminate the Agreement at any time with one (1) month prior notice. For clarity, this shall include where Euronext plans to terminate the operation of the MyEuronext platform.

In addition, Euronext reserves the right to limit or deny totally or partly the access to the MyEuronext platform where it is required to do so as result of the cease of the Services, or under the Euronext Rulebook or as otherwise provided under any relevant Euronext policy, or as otherwise dictated by applicable law and regulation.

18. ARCHIVING Declarations, documents and information are archived in MyEuronext. The User Company has the right to retrieve Data under the conditions defined by Euronext.



19. CHANGE Euronext reserves the right to change the terms, conditions, and notices under which it offers the access to the MyEuronext platform at any time unless such modifications affect materially the rights and obligations of the Parties, on the provision of prior written notice (which may be via email or the MyEuronext platform itself). Such modifications will be deemed effective 14 days after the provision of such notice. The most current version of this Agreement can be reviewed at any time at: https://myeuronext.prodnr.euronext.cloud/

20. CONSENT AND LEGAL CAPACITY TO SIGN

The Parties may execute this Agreement by e-signature, in compliance with the eIDAS regulation.

The signatory of the User Company represents and warrants that i) the inserted name(s)/surname(s) below corresponds to her/his identity mentioned on the ID document ii) the signatory has the authority to execute the Agreement in relation to the Services delivered by the Euronext Group.

- **21. NOTICE** The sending of notifications under this Agreement shall be carried out via the MyEuronext platform. Except if a e-signature or a handwritten signature is required by Euronext, the Parties agree to be legally bound by a copy of a scanned executed termination notice, an email or further by clicking on "Accept" button for termination.
- **22. LAW AND JURISDICTION** This Agreement is governed by, and shall be construed in accordance with, French law. The courts of Paris shall have exclusive jurisdiction to hear and determine any suit, action or proceedings (Proceedings) and to settle any disputes which may arise out of or in connection with this Agreement.

This Agreement may be executed with help of an electronic signature and an original copy shall be delivered to each counterpart.

Authorized Signatory ("AS") of the User Company	Authorized Signatory ("AS") of the User Company (optional for second AS if necessary)
Date:	Date:
Signature :	Signature:
Authorized Signatory of Euronext	
Date:	
Signature :	

SCHEDULE 1: ADMINISTRATORS APPOINTED BY THE USER COMPANY

It is mandatory for the User Company to have at least two Administrators per domain at any time.

A domain gathers all the MyEuronext apps related to a certain usage. There are currently 2 domains:

- The 'Issuers' domain includes all the apps servicing the issuers of financial instruments
- The 'Members' domain includes all the apps servicing the market participants

The role of Administrators is to manage the settings of users' accounts and manage users' access for the domain(s) they are in charge of.

Administrators can be similar or different across domains. The User Company can decide to sign the Terms and Conditions for one domain, a selection of domains or all domains. For more information on the policy and operational process to manage and update Administrators, please refer to the user guides of MyEuronext.

APPOINTMENT of the Administrators

Please check the Domains that this contract is covering.

□ 'Issuers' domain (**apps** servicing the issuers of financial instruments)

ADMINISTRAT	OR 1	ADMINISTRATOR 2	
Last Name		Last Name	
First Name		First Name	
Email		Email	
Mobile telephone		Mobile telephone	

□ 'Members' domain (**apps** servicing the market participants)

ADMINISTRAT	DR 1	ADMINISTRATOR 2	
Last Name		Last Name	
First Name		First Name	
Email		Email	
Mobile telephone		Mobile telephone	

Please note that all existing and known Authorized Representatives ('AR') will also be appointed as Administrators of MyEuronext for the 'Members' domain.

Access to the MyEuronext platform is secured with the following security controls (or features):

- 1. The Administrator of the User Company exclusively, can invite other Users of the User Company to access the MyEuronext platform
- 2. Users must use an ID and a password at least for authentication purposes
- 3. Administrators must verify the authorised Users at least once a month in order to communicate to Euronext in advance an update on Users
- 4. Administrators must carry out any User updates punctually.

(hereinafter the "Data")

The User company recognises that these Data shall stay confidential and as such shall take appropriate measures to ensure the confidentiality of such Data.

In the case that the User Company becomes aware of a non-authorised disclosure, the User Company's Administrators must inform Euronext without delay by emailing and/or by telephoning one of the following Euronext key contacts:

Client support: <u>Clientsupport@euronext.com</u>

SCHEDULE 2: TERMS OF USE TO BE ACCEPTED BY USERS WHEN USING THE MYEURONEXT PLATFORM

By "you", "User" it is meant the individual authorised by the User Company to use the account.

By User Company, it is meant the company authorised by Euronext to access to MyEuronext.

By Euronext, it is meant Euronext Technologies SAS and its affiliates.

1. PURPOSE OF THE TERMS OF USE

1.1 LICENCE TO THE USER COMPANY Euronext grants the User Company a personal, limited, non-transferable and non-exclusive right and licence to use the MyEuronext platform. Your right to use the MyEuronext platform is personal to you only and shall be to the sole benefit of User Company which have expressly authorised you) to represent them while you access the MyEuronext platform.

All right, title and interest in and to the service will remain the sole property of Euronext. You may not copy, use, or incorporate, including any artwork, trademarks or logos, into any other work, including your own site, or in any other public or commercial manner.

1.2 RESTRICTED ACCESS TO THE USER Euronext operates a password-protected extranet website that allows you and other authorised users to communicate with Euronext in the interest and on behalf of the User Company on certain matters relating to the Euronext services. The MyEuronext platform further provides a wide range of data and information including sensitive data.

- 2. **ELIGIBILITY OF THE USER TO ACCESS TO MYEURONEXT** Your access to MyEuronext is conditional upon i) the User Company and Euronext concluded the terms and conditions to access to MyEuronext ("Terms and Conditions") ii) the User Company gives you the authorisation to ask for an access to MyEuronext.
- 3. ACCEPTANCE OF THE TERMS OF USE AND ACCEPTANCE OF CHANGES Your use of the access to MyEuronext constitutes your acceptance of the Terms of Use. Euronext reserves the right to change the terms, conditions, and notices under which it offers access to the MyEuronext platform at any time, and such modifications will be deemed effective immediately upon posting or other provision to you of the modified terms. You are responsible for regularly reviewing the Terms of Use and any changes made to it. If you do not agree to any terms, or any future changes made by Euronext, your sole and exclusive remedy is to stop using the MyEuronext platform.

4. USE BY THE USER COMPLIANT WITH THE TERMS OF USE

4.1 GENERALITY You will not use the MyEuronext platform, in whole or in part, for any purpose that is unlawful or prohibited by these Terms of Use or for any commercial purpose. You agree not to modify, rent, lease, loan, reproduce, duplicate, copy, sell, distribute, disseminate (including display via electronic medium), or otherwise exploit the MyEuronext platform or any part thereof, or create derivative works based on the MyEuronext platform (including any data or information contained therein and provided by Euronext in whole or in part.

4.2 USER CONTENT You may not post, upload, transmit or otherwise make available on the Euronext any User Content that:

- (a) is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (b) harasses or advocates harassment of another person or is abusive, vulgar, or profane;
- (c) exploits people in a sexual or violent manner;
- (d) contains nudity, sexually suggestive imagery, pornography, paedophilia, incest, bestiality, excessive violence, or offensive subject matter or contains a link to an adult website;
- (e) solicits personal information from anyone under eighteen (18) years of age or otherwise harms minors in any way;
- (f) publicly posts information that poses or creates a privacy or security risk to any person included Euronext;
- (g) constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- (h) constitutes or promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- (i) constitutes unsolicited or unauthorised advertising or solicitation, promotional materials, "junk mail," "chain letters," instant messaging, "spimming," "spamming," or "pyramid schemes";
- (*j*) contains restricted or password-only access pages or hidden pages or images (those not linked to or from another accessible page);
- (k) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, without limitation, making or buying illegal weapons, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices, violating someone's privacy, or providing or creating computer viruses;
- (*I*) solicits passwords or personal identifying information for commercial or unlawful purposes from other Euronext clients;
- (*m*) involves commercial activities and/or sales without prior written consent from Euronext such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- (n) includes any information, photograph, or video of another person that you have posted without that person's consent;
- (o) is misleading or deceptive, including falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- (p) infringes or violates any patent, trademark, trade secret, copyright, privacy right, publicity right, contract right, or any other rights of any third-party;
- (q) you do not have a right to make available under any law or under contractual or fiduciary relationships; or
- (r) contains software viruses, worms, spyware, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorised use of or access to a computer or a computer network.

4.3 COMPLIANCE OF THE USER CONTENT You are responsible for compliance with all laws, regulations and ordinances in connection with your use of the access. You agree not to engage in any of the following activities in connection with your use:

- (a) criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- (b) advertising to, or solicitation of, any User to buy or sell any products or services;
- (c) circumventing, modifying, or interfering with, attempting to circumvent, modify, or interfere with, or encouraging or assisting any other person in circumventing, modifying, or interfering with any security measures, technology, or software that is part of the service;
- (d) activity that involves the use of software viruses, worms, spyware, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorised use of or access to a computer or a computer network;
- (e) any automated use of the MyEuronext platform;
- (f) damaging, disabling, disrupting, overburdening, or impairing the Service or interfering with any other party's use and enjoyment of the Service;
- (g) impersonating or attempting to impersonate another User, person or entity;
- (h) using the account, username, or password of another User at any time or disclosing your password to any third party or permitting any third party to access your account;
- *(i)* using any information obtained from the service in order to harass, abuse, or harm another person or entity, or attempting to do the same;
- (*j*) allow usage of the MyEuronext platform by others in such a way as to violate these Terms of Use;
- (k) take any steps to interfere with or in any manner compromise any security measures employed by the MyEuronext platform;
- (*I*) use the service for fraudulent purposes;
- (m) collect any information about other Users;
- (n) sell, lend, lease, trade, rent, barter, sublicense, assign, transfer, or grant rights in any manner to the MyEuronext platform, your Account, or your password to any third party;
- (o) engage in the practices of "screen scraping", "database scraping", or any other activity with the purpose of obtaining lists of users or other information from the MyEuronext platform; or
- (p) attempt to decompile, reverse engineer, disassemble, modify, hack, or create derivative works from the Service, or defeat or overcome any encryption and/or digital rights management technology implemented with respect to the MyEuronext platform.

4.4 CONFIDENTIALITY OF THE USER CONTENT You represent, warrant, and promise that you are duly authorised and empowered to access the confidential information that you may access through your use of the MyEuronext platform. Euronext is not obligated to control, verify or authenticate in any manner whatsoever that Users who access the MyEuronext platform have been duly authorised and empowered by the User Company on the latter's behalf and for their sole benefit.

5. REGISTRATION

5.1 ACCOUNT, PASSWORD To become a User, you must provide specific registration information as discretionarily requested by Euronext, which may include your email address, mobile telephone number, physical address, corporate details which you are authorised and empowered to represent for the purpose of accessing and using the MyEuronext platform. You will be asked to create a user profile that includes your personal preferences. Euronext may use your email address to send you data and/or market information relating to relevant financial instruments listed on a market, as well as reminders of upcoming activities and sessions on the service. As part of the registration process, you may be requested to select a user name and password for your account; alternatively, Euronext may directly provide you with such identification information. You may not (a) select or use a user name of another person with the intent to impersonate that person; (b) use a name subject to the rights of any other person without authorisation; or (c) use a user name that Euronext, in its sole discretion, deems inappropriate or offensive. You agree to provide true, accurate, current and complete information as prompted by the registration process (collectively, the "Registration Data") and maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You will maintain a valid email address at all times.

5.2 SECURITY You are solely responsible for maintaining the confidentiality of your user's name, password and account and for any and all use of your account by you or any people using the service under your user's name and password. You agree to immediately notify Euronext of any unauthorised use of your Account or any other breach of security.

- 6 **PRIVACY POLICY** All Registration Data and certain other information about you are subject to our Privacy Policy. You should review the entire Privacy Policy at <u>www.euronext.com/privacy-policy</u>, which is hereby incorporated into these Terms of use, as the same may be amended from time to time.
- 7 **MISUSE THE ACCOUNT OR MISAPPROPRIATION OF ANY USER CONTENT** Euronext reserves the right to cancel, suspend or refuse access to the MyEuronext platform to anyone in its sole and absolute discretion.

SCHEDULE 3: SERVICE LEVELS

The levels of Services as set out in this Schedule 3 are only targets and Euronext does not guarantee any level of availability or reliability of the platform.

MyEuronext availability

Application is available and accessible from internet 24/7.

• Support Hours: 7:45 to 22:30 CET. No on-call defined outside business hours.

Incident management

• Incident and Request Management

Euronext will provide a technical support with 3 levels.

In the case of an incident, Level 1 user support is available for the users (support contacts are mentioned in the user guide). Level 1 will be the point of contact with the user, including resolution of minor user issues.

If no solution is available, Level 1 support will escalate incidents to a higher level (Level 2 and 3).

Throughout the resolution, the relevant Euronext team will maintain communication on the incident.

As part of the EMS services, Euronext will:

- Receive and log Incidents and requests into the service management tool;
- Categorise and prioritise Incidents and requests;
- Provide first level technical support and investigate Incidents;
- As necessary, assign Incidents and requests to the correct specialist teams;
- Track and escalate Incidents and requests;
- Maintain communication with the raiser of the incident or one of the Administrators on the status of the Incident or request; and
- Confirm satisfactory resolution of the Incident or request with the raiser of the incident or one of the Administrators or to the market depending on the impact of the incident.

• Incident Severity Definitions

All the incidents are categorised in the severity matrix. The severity determines the prioritization that Euronext uses in responding to an Incident. Severity definitions are set out below:

Severity	Description	Resolution target	Hours of Coverage
Critical	Total failure of the production service or a critical component of the production Service which is service impacting and for which there is no workaround or an instance of serious latency	2 hours	07:45/22:30
High	Deterioration in quality of the service or the failure of a resilient critical component where the production managed software is not impacted but is at increased risk due to loss of resiliency	4 hours	07:45/22:30
Medium	Failure of a non-critical component of the service where the service is impacted in a minor way but remains largely operational or a significant failure to non-production services such as staging, test or development. This severity will be used as a default for Incidents which are emailed to the service desk and where there is insufficient supporting information on the impact to determine the relevant severity.	8 hours	07:45/22:30
Low	Any other reported Incident, queries, requests	16 hours	07:45/22:30

• Incident Management Communication

Once an Incident is identified and a severity level has been assigned to such Incident, Euronext will, when required, inform the impacted users either bilaterally with one of the administrators or via a banner on the portal.

If incidents are impacting in the trading activities, Euronext will publish the status in the Euronext Market Status site: <u>http://www.euronext.com/market-status.</u>