



**LUXEMBOURG**  
STOCK EXCHANGE

# Terms and Conditions for the Use of LuxSE's Platform and Services (MyBourse)

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Edition 09/2020

The following are the terms and conditions which govern the use of the Platform and the provision of the Services (capitalised terms are defined below) by Société de la Bourse de Luxembourg ("LuxSE"). By using the Platform and Services, the Client agrees to be bound by and comply with the Terms and Conditions as amended from time to time. The Client will be deemed to have accepted these Terms and Conditions every time it uses the Services and/ or accesses the Platform.

The Terms and Conditions may be amended, replaced or supplemented at any time by LuxSE and will be made available on LuxSE's website or sent by email or otherwise when agreed with the Client. Subject to clause 6 below, in the absence of any written objection and/ or if the Client accesses and/ or continues using the Platform and Services, the Client shall be deemed to agree with the Terms and Conditions as amended, replaced or supplemented from time to time.

If the Client does not accept the Terms and Conditions, the Client must not use the Platform and/ or the Services. If, at any time, the Client does not wish to continue accepting the Terms and Conditions, the Client must immediately cease using the Platform and Services and notify (by registered mail) LuxSE of it.

This preamble forms an integral and entire part of the Terms and Conditions and has a binding effect.

## PART 1 - DEFINITIONS

<b>“Affiliate”</b>	means the subsidiaries, branches, affiliates (i.e. any company of the Client’s group of companies) of the Client whose securities are (i) admitted to trading on the regulated market operated by LuxSE or on the EURO MTF market or (ii) displayed on LuxSE’s Securities Official List (LuxSE SOL- admission to listing without admission to trading). For the avoidance of doubt, Affiliate may include legal arrangements similar to trusts which are directly or indirectly legally linked to the Client by a trust agreement or similar agreement;
<b>“Agent”</b>	means (i) a person or entity who/which has applied for admission to trading on the regulated market or the Euro MTF market without the relevant Issuer(s) consent or (ii) a person or entity who/which has applied for admission to LuxSE SOL or (iii) any person or entity acting for or on behalf of an Issuer or a person or entity falling under point (i) and point (ii);
<b>“Agreement”</b>	means the Service Selection Sheet signed by the Client together with the Terms and Conditions and the Fee Schedule, as amended from time to time;
<b>“Announcement”</b>	means (i) the notices, announcements or press releases containing Regulated Information to be stored, published, disseminated, filed or distributed by LuxSE through the Services and/ or (ii) the notices, announcements or press releases containing Non-regulated Information to be published, disseminated or distributed by LuxSE through the Services;
<b>“Application”</b>	means the application made by the Client for (1) the admission of one or several Securities to trading on one of the securities markets operated by LuxSE (regulated market “Bourse de Luxembourg” and Euro MTF market) or (2) the admission of one or several Securities onto LuxSE SOL. “Application” also includes any document attached to or provided together with the Application;
<b>“Automated System”</b>	means the internet and other automated systems that provide the Client with online access to the Services and Platform;
<b>“Authorised Users”</b>	means any person or entity authorised by the Client to access and to use the Platform and/ or the Services. Authorised Users may be, when allowed by LuxSE or under this Agreement, employees of a Client’s delegate or Agent or of any entity authorised by the Client;
<b>“Client”</b>	means the natural person or legal entity who/ which has subscribed to the Services;
<b>“CSSF”</b>	means the Commission de Surveillance du Secteur Financier (Luxembourg financial sector regulator);
<b>“Data”</b>	means the data, information or document provided by LuxSE on the LGX DataHub;
<b>“Document”</b>	means any document whether in draft or in final version submitted by the Client through the Platform (e.g. prospectus, final terms...). “Document” includes, amongst others, Announcements, Applications and Permalink Requests (as the case may be);
<b>“Fee Schedule”</b>	means the price lists and fee schedule as amended from time to time;

<b>“Force Majeure Event”</b>	means any external, unpredictable and irresistible event which cannot be overcome by the exercise of reasonable care and diligence and which is considered as a force majeure event in accordance with Luxembourg Civil Code or Case Law including, without limitation, fire, flood, epidemic, pandemic, earthquake, acts of any government, war, civil unrest or disturbance, embargo, terror attacks, strike, lock out or other labour problems, failure or fluctuations of public networks, power, transport or computer failure;
<b>“Information”</b>	means any information or data contained in a Document and/or appearing or displayed on the Platform. “Information” includes, amongst others, the characteristics and details of the Securities and information regarding the Issuer;
<b>“Issuer”</b>	means a legal entity which issues securities and which will benefit directly or indirectly from the Services. Any Issuer which is not also the Client shall not be considered as a party to the Agreement;
<b>“LGX DataHub”</b>	means LuxSE’s database accessible by the Client through the Platform and providing green, social and sustainability data in relation to securities. The LGX DataHub is a part of the Platform;
<b>“Non-regulated Information”</b>	means the information to be published by LuxSE pursuant to the Agreement and which are not considered as Regulated Information;
<b>“OAM”</b>	means the officially appointed mechanism for the central storage of Regulated Information as defined by the Grand-Ducal Regulation of 3 July 2008 relating to the official appointment of mechanisms for the central storage of regulated information within the meaning of the Luxembourg Transparency Act of 11 January 2008 (as amended, supplemented or replaced from time to time);
<b>“Parties”</b>	means collectively LuxSE and the Client;
<b>“Party”</b>	means individually LuxSE or the Client;
<b>“Permalink”</b>	means the Uniform Resource Locator (URL) generated by LuxSE and transmitted to the Client that could constitute, when used in a document or a website, a hyperlink to download a Document as defined in the PLUS services;
<b>“Permalink Request”</b>	means the request made by the Client for the generation of a Permalink. “Permalink Request” also includes any Document attached to or provided together with the Permalink Request;
<b>“Prospectus Regulation”</b>	means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market as amended, replaced or supplemented from time to time;
<b>“Platform”</b>	means LuxSE’s platform, modules, infrastructure and systems which enable the Client to access and use the Services. The Platform shall be considered as a part of the Services;
<b>“Protected Items”</b>	means the Platform, the Services, the Data as well as any methods, technology, know-how, development, tools, software, creations, intellectual work, documents and general/specific programs used or developed by LuxSE in connection with the Services and/ or the Platform;

<b>“Regulated Information”</b>	means the regulated information as defined in art. 1 (10) of the Luxembourg Transparency Act of 11 January 2008 (as amended, supplemented or replaced from time to time) and as listed in the CSSF circular 08/337 (as amended, supplemented or replaced from time to time) and that are published, filed and stored by LuxSE under the Agreement;
<b>“R&amp;R”</b>	means the LuxSE Rules & Regulations and/ or the LuxSE Securities Official List Rulebook (as the case may be);
<b>“Security”</b>	means a financial instrument (including programme) that is the subject of an Application;
<b>“Security/Programme Card”</b>	means the dedicated page of the Platform containing all Information and Documents related to a Security or a Programme;
<b>“Services”</b>	means the services or packages of services subscribed to by the Client. The Services are further described in the Services Selection Sheet;
<b>“Services Selection Sheet”</b>	means the list of all services, packages of services and functionalities offered by LuxSE executed by the Client for the subscription to defined Services.
<b>“Technical Guidelines”</b>	means the technical guidelines and specifications as set forth in Schedule 1 to these Terms and Conditions as amended from time to time
<b>“Terms and Conditions”</b>	means the present Terms and Conditions for the use of LuxSE’s Platform and Services including any appendix or schedule attached hereto and/or referenced herein, as amended from time to time;
<b>“User Identifier(s)”</b>	means the information which is necessary to complete user identification including user name, password and/or access code (as the case may be) for Authorised Users.

## **PART 2 - GENERAL TERMS AND CONDITIONS**

### **1. Scope of the Services**

The Services and the specificities related to each kind of Services are further described in Part 3 – Specific Terms and Conditions and in the Service Selection Sheet.

### **2. Conditions of Use of the Platform and Services**

#### **2.1 Right Grant**

By means of the Agreement, LuxSE agrees to grant to the Client a limited, non-perpetual, non-transferable and non-exclusive right to use the Platform and the Services in accordance with the terms of the Agreement. Access to the Platform is given for the sole use by the Client and with the sole objective of benefiting from the Services. The Client must solely permit the use of the Platform by the Authorised Users.

The Client undertakes to not take and refrain from taking any action that may adversely or materially affect or impede the proper function and functionalities of the Platform and/ or Services. It undertakes to not use the Platform and the Services for any fraudulent purposes and will always act in compliance with any applicable law, the Agreement and the requirements, documentation or policies as may be notified or imposed by LuxSE from time to time.

#### **2.2 Authorised Users**

The Client shall determine and designate, at its own discretion, and under its full responsibility and control the Authorised Users. The scope of the access rights to the Services given by the Client to the Authorised Users is under the full and exclusive control of the Client, over which LuxSE has no control or responsibility.

The Client remains responsible and liable for all acts and omissions of the Authorised Users while using, operating or benefiting from the Services and/ or the Platform.

#### **2.3 User Identification**

The Client and the Authorised Users shall never disclose or share with any person or entity other than the Authorised Users the User Identifiers.

LuxSE shall rely on the fact that any person using the User Identifiers is authorised by the Client to access and use the Services and the Platform on behalf of the Client until it is notified otherwise by the Client.

In addition, the Client shall immediately notify LuxSE of any actual or anticipated unauthorized use, improper use, access or misuse of the User Identifiers. LuxSE reserves the right to immediately suspend on a temporary or definitive basis the access rights to the Services in case an unauthorized or improper use of the User Identifiers has been notified by the Client or is suspected by LuxSE.

The Client is fully responsible for protecting the User Identifiers against any unauthorised use. LuxSE specifically disclaims any liability for such unauthorised use or access.

#### **2.4 Use of Automated Systems**

The Client declares to be aware of, and accept the related risks of the internet and the Automated Systems including but not limited to, interruption or disruption of the Services, system or communication failures, delays, errors or omissions or corruption of the Client's data or systems that could cause substantial damage, expense or liability to the Client and for which LuxSE shall have no liability or responsibility of any kind.

### **3. LuxSE's Rights and Duties**

The following provisions will apply in accordance with the Services to be subscribed by the Client.

LuxSE's rights and duties described in the Agreement are without prejudice and do not affect in any manner the rights and duties of LuxSE under the R&R (where applicable). LuxSE shall deal with the Application in accordance with its customary internal processes and with the provisions of the R&R.

LuxSE reserves the right to refuse or reject a Document if LuxSE deems that the content or format of such Document is not suitable or appropriate or does not match LuxSE's, CSSF's or the relevant regulator's (as the case may be) content or format standards including but not limited to R&R or a regulator's (as the case may be) requirements.

LuxSE does not accept any liability or responsibility of any action taken or results obtained from any use of the Information or Document. LuxSE shall have no obligation or duty, of any kind, to verify the accuracy, reliability, necessity, relevance, correctness or completeness of any Document or Information or any related data. LuxSE disclaims any warranty or representation related to the accuracy, relevance, plausibility, sufficiency, necessity, correctness, reliability, completeness or fitness for a particular purpose of any Document or Information or of their respective content.

LuxSE shall have no responsibility or liability in the event an Announcement or an Application is not complete or cannot be published or cannot lead to an admission of the relevant Securities to trading and/ or listing (as the case may be) as a result of the Client's failure or delay to provide complete and accurate Application in due time and in the appropriate format. Neither shall LuxSE be responsible for any delay or disruption in the performance of the Services when the Client has not been able to provide the necessary Information or Document in a timely manner and/ or in the appropriate format. Where applicable, LuxSE accepts no responsibility of any kind for the accuracy, reliability or completeness of any pre-filled data or for any action taken or result obtained from the use of the data pre-completed by the Platform.

No Announcement will be stored, published, transmitted or distributed with retroactive effect. Corrected, replaced, modified or supplemented (in whole or in part) Information and Documents shall appear on the Platform only if possible (as the case may be) and allowed under the applicable laws and regulations and if such corrected, replaced, modified or supplemented Documents or Information are transmitted by the Client.

Under this Agreement, LuxSE is not responsible for carrying out any public offer on behalf of the Client or the Issuer (as the case may be) in any jurisdiction, nor shall LuxSE shall be held liable for any public offer. The provision of the Services does not constitute (i) any advice, solicitation, offer, endorsement, commitment or recommendation on behalf of LuxSE to invest in the above mentioned securities and (ii) any warranty or representation from LuxSE in connection with the good standing, profitability or reliability of the Client and/ or of the Issuers.

### **4. Client's Rights, Duties and Warranties**

#### **4.1 IT Security**

The Client shall implement any appropriate equipment or tools (e.g. IT systems, telecommunications, firewalls, antivirus...) in accordance with applicable law and/ or good industry practices (as the case may be) so as to (i) maintain its equipment or tools in a proper and adequate manner and (ii) ensure that no bug, virus, Trojan horse, logic bomb or malicious code is introduced or downloaded onto the Platform.

The Client is not authorised to create or facilitate the creation of any form of hyperlink from any internet, extranet or intranet site to the Platform, or insert such hyperlink in any document, without LuxSE's prior written consent.

## 4.2 Relationships with the Issuer

When the Client is acting for and/ or on behalf of Issuers, the Client represents and warrants that it has received from the Issuers full rights, power, consent and authority to:

- Act for and/ or on behalf of the Issuers,
- Subscribe to the Services for their benefit,
- Submit Announcements, Permalink Requests and/or Applications to LuxSE, and
- Do all other acts and things connected with, or required to be performed under the Agreement.

The representations and warranties contained herein are deemed to be repeated by the Client each time it (or the Authorised Users) uses or benefits from the Platform and/ or the Services.

The provision of the Services for the indirect benefit of such Issuers shall not be construed as creating any direct contractual relationship or liability/ indemnity link between LuxSE and such Issuer. The provision of the Services shall not create any commitment or undertaking from LuxSE towards the relevant Issuer.

## 4.3 Notification

The Client undertakes to immediately notify LuxSE when (i) it appears that the Client (or the Authorized Users) is or anticipates being in breach of its obligations under the Agreement (ii) the Client (or the Authorized Users) becomes aware of any unauthorized or improper use, access or disclosure of the Platform, the Services, the Data and/ or the Documents (as the case may be).

## 4.4 Use of the Client's Name and Logo

By signing the Agreement, the Client authorises LuxSE to use and reproduce its name and logo (collectively the "Trademarks") (i) on LuxSE's website and/ or (ii) in the brochures made by LuxSE to promote its own activities under the following conditions:

- The Trademarks remain, in all cases, the Client's sole and exclusive property. Nothing in the Terms and Conditions or in the Agreement is constructed to assign, transfer, license or create in LuxSE's favour any entitlement or right in connection with the Trademarks other than the rights granted under this clause 4.4;
- The use and reproduction of the Trademarks is allowed only to the extent reasonably necessary for and to the sole purposes of displaying the Trademarks on LuxSE's website and brochures as a client reference (in an illustrative way). Any other use of the Trademarks by LuxSE is strictly prohibited;
- The Client may request LuxSE, at any time, to delete or remove the Trademarks from whole or part of LuxSE's website or brochures at any time;
- The Trademarks shall be displayed on the LuxSE's website and brochures in a positive and illustrative manner, for the purposes of client reference. The Trademarks shall not be used in any manner that may be detrimental to the Client or that may materially impact the Client, the Client's image or reputation.

The display or appearance of the Trademarks on LuxSE's website and/ or brochures does not constitute and is not construed as being any offer, advertisement, endorsement, commitment, undertaking or recommendation from LuxSE in connection with the Client or any financial instrument or product that may be issued by the Client.



## 5. Availability and Suspension of the Services

LuxSE cannot guarantee that the Services will be uninterrupted. LuxSE may interrupt, without any liability or responsibility, the Services, in whole or in part, without prior notice, as a result of the occurrence of any event beyond LuxSE's control. LuxSE also reserves the right to temporarily suspend all or part of the Services as a result of any maintenance, upgrade, update, enhancement or incident resolution operations. In the circumstances mentioned above, LuxSE will make its best efforts so as to resolve such interruption or disruption within an appropriate timeframe.

## 6. Changes

LuxSE may change, at any time, at its sole discretion, and without prior notice or information, all or part of the Platform including but not limited to the Platform and/ or the conditions to access the Services provided that (i) such changes do not adversely or materially affect the provision of the Services and (ii) such changes do not reduce the level of security to the Services and to the Platform applicable before. Notwithstanding the foregoing, LuxSE shall inform, to the extent reasonably feasible, the Client, in writing, of any major change, 30 (thirty) days prior to the change becoming effective.

In case of changes to the Terms and Conditions, if the Client does not agree with such amendment, it is authorised to terminate the Agreement within thirty (30) days as of the date it has been informed of such changes. Termination notice shall be sent by registered mail with acknowledgement of receipt.

## 7. Intellectual Property Rights

All intellectual property rights in the Protected Items are exclusively owned by LuxSE or its possible licensors. The Protected Items are protected by intellectual property laws, including copyright, trademarks, and other forms of proprietary rights. All rights of reproduction complete or partial in whatever form and by whatever means, are reserved, including downloadable documents. Except for the rights of access and use granted herein, nothing in the Agreement is intended to confer any licence of, right in, or make any assignment of, any intellectual property rights or property rights in connection with the Protected Items. Any reproduction of the Protected Items, in whole or in part, directly or indirectly, on any medium or support whatsoever, is prohibited unless otherwise authorised by LuxSE in writing and in advance or unless otherwise set out in the Agreement.

In addition, unless otherwise agreed between the Parties, the Client agrees and undertakes that it shall not, shall not attempt to, and shall not permit or assist any other person or entity to or attempt to:

- Sublicense, assign, rent or otherwise transfer any of its rights under the Agreement;
- Modify (including without limitation by way of enhancement, alteration, addition or otherwise) for any purpose, disassemble, decompile (except for interoperability purposes to the extent permitted by and subject to strict compliance with applicable laws), reverse engineer or create derivative works of the Protected Items;
- Copy, adapt or translate the Protected Items and/ or any software forming part of the Platform for any purpose, including without limitation for error correction;
- Breach any security measure included in the Protected Items;
- Intentionally damage or misappropriate any part of the Protected Items;
- Remove, modify or obscure any copyright or other proprietary notice in relation to or appearing on the Protected Items.

The Client shall advise LuxSE in writing of any unauthorised use, access or disclosure of the Protected Items, of which it becomes aware and shall provide any assistance to LuxSE to terminate such unauthorised use, access or disclosure to the extent reasonably possible.

## **8. Fees and Payment**

### **8.1 Fees**

Fees will be charged on the basis of the Services actually subscribed by the Client and in accordance with the terms of the Fee Schedule.

Where applicable, in addition to the fees for the Services, any fees or costs related to the admission of the Securities to trading and/ or listing shall remain due by the Client. The sending of any Application to LuxSE shall be considered as a commitment and undertaking from the Client to pay all fees related to such admission of the Securities to trading and/ or listing.

### **8.2 Payment**

All fees shall be paid in EUR only. All charges related to the payment of LuxSE's fees shall be exclusively borne by the Client.

Depending on the Services subscribed to and in accordance with the Fee Schedule, the Client may choose to pay the related fees by one of the following means:

- Online payments: Online payment shall be made immediately upon subscription of the Services. Online Payment will be processed through the payment platform supplied, managed and operated by a third party. Although LuxSE has selected such third party payment services provider with due care, LuxSE disclaims any warranty and representation any responsibility or liability of any kind for (i) the content, service, security, accuracy or availability of such payment platform and/ or (ii) any delay, failure, rejection or default of any payment made through such platform; or
- Receipt of a prior invoice.

Invoices will be sent by LuxSE to the person of contact designated by the Client.

All invoices to the Client shall be paid within the 30 (thirty) days following the date of the invoice by bank transfer. Any objection shall be raised in writing and addressed to LuxSE (invoicing@bourse.lu) within the 30 (thirty) days following the date of the invoice.

In the event any amount remains unpaid for more than 30 (thirty) days after the invoice date, LuxSE may, without further act or formality, charge late payment interest at the legal rate applicable in Luxembourg for commercial matters, except when the non-payment of the outstanding amounts results from a good faith dispute. Interests shall be calculated from the date the invoice has become due and payable. The application of late payment interests as stated above is without prejudice to any other right of remedy that LuxSE may have under this Agreement or the applicable law. When any payment remains outstanding for a period of more than 90 (ninety) days after the invoice is issued, and in the absence of any good faith dispute, LuxSE reserves the right to suspend the Services and/ or the Client's access to the Platform with prior notice. When any payment remains outstanding for a period of more than 120 (one-hundred and twenty) days after the invoice is issued, and in the absence of any good faith dispute, LuxSE reserves the right to terminate the Agreement without further act or formality.

In the event invoices are sent to an agent, service provider or underlying customer of the Client (the "Billable Person") and in the case such agent or service provider has failed to pay any due and payable amount within the 90 (ninety) days of issue of the invoice, LuxSE may suspend the provision of the Services in connection with that Billable Person. In the case the Billable Person has failed to pay any due and payable amount within 120 (one-hundred and twenty) days following the issue of the invoice, LuxSE reserves the right to request the Client to pay for any outstanding amount and the Client hereby unconditionally accepts such a guarantee. Such payment shall be made within 5 (five) days after LuxSE's request.

The application of the above rights by LuxSE is without prejudice to any other right or remedy that LuxSE may have under any provision of the Agreement or the applicable law.

### 8.3 Revision of Fees

LuxSE reserves the right to amend the Fee Schedule at any time and at its own discretion. In any case of revision of the applicable fees, LuxSE shall inform the Client at least 30 (thirty) days before the revised fees enter into force. If the Client disagrees with the application of the revised Fees, the Client is authorized to terminate the Agreement by giving a 30 (thirty) days prior written notice.

## 9. Liability

### 9.1 Client's Liability

The Client shall be liable to LuxSE and agrees to hold LuxSE harmless from and against all claims, damages, losses liabilities, obligations, costs or expenses incurred or assessed against LuxSE, arising from (i) any use, improper use or misuse of the Platform and/ or the Services by the Client, an Authorised User, (ii) any negligence, wilful default, fraud, lack of good faith or wilful misconduct by the Client, an Authorised User or (iii) any breach of the Agreement by the Client, an Authorised User.

The Client shall have no liability or responsibility of any kind for any indirect, special, incidental or consequential loss or damage as well as for any loss of profits, loss of revenue, loss of goodwill, loss of opportunity, loss or waste of management or other staff time when they are considered as indirect damages under Luxembourg law or Case Law.

### 9.2 LuxSE's Liability

LuxSE agrees to perform its duties hereunder on a best efforts basis ("*obligation de moyens*").

Any claim, dispute or litigation brought against LuxSE shall be notified to LuxSE by registered letter within 30 (thirty) days after the detection of any incident or problem or after the moment the Client should have, from a reasonable perspective, been able to detect or discover the occurrence of such incident or problem.

LuxSE accepts to be liable to the Client for any loss or damages incurred by the Client to the extent such loss or damage is directly resulting from an improper provision of the Services by LuxSE in breach to the Agreement. To the extent permitted by Luxembourg law, any liability or indemnity of LuxSE will in any case be limited to the lesser of:

- The total sum paid by the Client for the Services performed on the day of the occurrence of the incident or problem and when the Client is acting on behalf of Issuers, the total sum paid by the Client for the Services performed in connection with that particular Issuer for the day the incident or problem arose; and
- 10,000.00 EUR (ten thousand euro) in aggregate and without consideration of the number of Issuers or Securities actually impacted.

In no case and under no legal grounds (e.g. torts or contract), shall LuxSE be liable directly or indirectly for any loss or damage incurred by a third party (e.g. an Issuer when the Agreement is signed by an Agent) related to or arising out of the Services.

LuxSE shall have no liability or responsibility of any kind for any indirect, special, incidental, reputational or consequential loss or damage as well as for any loss of profits, loss of revenue, loss of goodwill, loss of opportunity, loss or waste of management or other staff time when they are considered as indirect damages under Luxembourg law or Case Law.

### 9.3 Force Majeure

Neither Party shall be responsible for delays in delivery or performance because of intervention of a Force Majeure Event.

The Party affected by the Force Majeure Event shall immediately inform the other Party of the occurrence of such circumstance. The performance of the obligation of the Party affected by a Force Majeure Event shall be excused for the duration of such circumstance and the period of the performance shall be extended for an equivalent period. Upon cessation of the Force Majeure Event, the affected Party shall take all reasonable actions to resume compliance with its obligations. However, if a Force Majeure Event lasts more than 30 (thirty) calendar days, either Party may terminate the Agreement by giving a termination notice to the other Party. Such termination notice shall be sent by registered mail with acknowledgement of receipt and sent to the attention of the person or team as designated by the other Party.

### 10. Duration and Termination

This Agreement shall come into effect from the date of signature by the Parties. It shall remain valid until the 31st of December of the year of signature and for a period of one year thereafter (the "Initial Term") unless otherwise agreed between the Parties. Upon expiry of the Initial Term, the Agreement shall automatically renew for subsequent periods of 12 (twelve) months. Each Party may terminate the Agreement, with effect as of the end of the current term, by registered letter with acknowledgement of receipt that shall be received by the other Party at least 90 (ninety) days prior to expiry of the then current term.

LuxSE may immediately terminate the Agreement and claim for the payment of any due amount, without notice if.

- The Client goes into liquidation, bankruptcy or any other insolvency proceedings or enters into a voluntary arrangement with its creditors;
- LuxSE has sufficient grounds to believe that the Client (or the Authorised Users) has used, uses or threatens to use the Services in breach of the terms of the Agreement and such breach or threat of breach is not capable of cure;
- LuxSE has sufficient grounds to believe that the Client (or the Authorised Users) has used, uses or threatens to use the Services in a negligent, illicit, unlawful or fraudulent manner or in breach of the terms of the Agreement and such breach or threat of breach, when capable of cure, has not been remedied by the Client within a reasonable delay that cannot exceed 30 (thirty) days; or
- For any reason, the Agreement or the provision of the Services becomes unenforceable, illegal or void.

### 11. Data Protection

Any personal data (as defined in the EU General Data Protection Regulation (GDPR – Regulation (EU) 2016/679) collected by LuxSE in the context of the Services will be processed by LuxSE in compliance with the GDPR requirements. LuxSE will only process such personal data for the purposes of properly providing the Services and for managing the relationships and follow-up with the Client or its representatives or agents (as the case may be). LuxSE will store the personal data in secure and safe conditions for as long as required for the performance of the Services and to comply with legal data retention periods. No personal data will be transferred to third parties except for mailing services. Any request related to the processing of personal data shall be sent to [privacy@bourse.lu](mailto:privacy@bourse.lu).

### 12. Earlier agreements

In the event the Client and LuxSE previously signed contracts or agreements in relation to the provision of Services, this Agreement will replace, without any further act or formality, such previous contracts or agreements as of the date of entry into force of the Agreement.

### 13. Miscellaneous

All appendices or schedules attached to these Terms and Conditions shall form an integral and entire part of the Terms and Conditions.

Either party may not assign or transfer the Agreement to any third party without the prior consent of the other Party. However, any company or entity resulting from the merger or amalgamation of LuxSE or any company succeeding to substantially all of the business of LuxSE shall thereupon become the successor or assignee of LuxSE under this Agreement without prior consent or further act or formality.

No failure by a Party to exercise, nor any delay by such Party in exercising, any right or remedy hereunder shall operate as a waiver of any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy, prevent any further or other exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by the applicable law.

If at any time any provision of the Agreement is declared invalid and unenforceable, to the fullest extent permitted by the applicable law:

- The other provisions of the Agreement shall remain in full force and effect and the relevant other sections shall be interpreted in line with the intention of the Parties (as reasonably possible); and
- The Parties shall negotiate in good faith, replacement or substitutive provisions which are legally valid, binding and enforceable. The meaning of such replacement clauses shall, to the extent reasonably feasible, remain close to the original intention of the Parties when entering into the Agreement.

In any case of discrepancy between the other terms of the Agreement and the Terms and Conditions, the provisions of the rest of the Agreement shall prevail over the Terms and Conditions.

The Agreement shall be governed by and shall be construed in accordance with the laws of the Grand Duchy of Luxembourg. LuxSE and the Client agree that the courts of Luxembourg shall have exclusive jurisdiction for any action or proceeding relating to the Agreement or the interpretation of the Agreement. Any and all dispute, claim or litigation arising out of, or in connection with the Agreement shall first be handled while aiming to resolve such dispute, claim or litigation by amicable settlement. Only if and when the dispute cannot be resolved within a reasonable timeframe, it may be brought before the competent court of Luxembourg City.

## PART 3 - SPECIFIC TERMS AND CONDITIONS

### 1. FIRST - Financial Instruments Reporting Services Tool

The submission of Announcements will be made via an online tool (Financial Instruments Reporting Services tool or "FIRST"). FIRST also includes a machine-readable/ scanning functionality of the submitted documents or files that will pre-fill the data describing the type and content of each Announcement to be completed before any submission to LuxSE.

#### 1.1 Description and scope of the Services

Every time, the Client wishes to make an Announcement in the context of one or several Services, it shall select, online, the nature of the Announcements and the type of Services to be provided (e.g. OAM Deposit Service, FNS Publication Service and/ or CSSF Filing Service).

The Client agrees that any submission of Announcements or subscription of new or additional Services made online (whether by the Client or by the Authorised Users) shall constitute a valid, binding and enforceable commitment from the Client having the same effect as if such subscription or submission was made by mean of a written and signed contract. The Client accepts, at the same time, to pay for any fees associated with the subscribed Services.

- FNS Publication Service

The Financial News Service (FNS) is a tool for publishing and disseminating notices, announcements and press releases. In particular, the FNS Publication Service is intended to help the Client to fulfil its or the Issuers' obligation to disclose Regulated Information and to ensure the effective dissemination of such Regulated Information to the public in the European Union in accordance with the applicable laws and regulation. When an Announcement is made in relation to a security or financial instrument listed on the EURO MTF market, the FNS Publication Service is used to ensure that the Issuer complies with its obligations under LuxSE's R&R.

While providing the FNS Publication Service, the LuxSE shall disseminate the Announcements to (i) the general public, through its website ([www.bourse.lu](http://www.bourse.lu)) and (ii) financial media and data vendors.

The operational and technical aspects of the FNS Publication Service are further described in the Technical Guidelines.

In the event an Issuer is not appearing in the list of available Issuers in the context of the FNS Publication Service, the Client shall fill in a form to add such new Issuer. The Client agrees that LuxSE shall rely upon and consider as valid any new Issuer request transmitted by the Client through a completed and signed form sent by email as if such request was actually provided in paper form with original signature(s). For the avoidance of doubt, adding a new Issuer in the circumstances described above will not entitle or allow the Client to make any deposit in the context of the OAM Deposit Service for that Issuer. The OAM Deposit Service will be provided only for the Issuers listed on the Registered OAM Issuer List (as defined below) set up for the Client. The Client recognizes and fully accepts the associated risks pertaining to the transmission of the new Issuer request by email including without limitation the risks of non-receipt or delay in the receipt, of interference with the integrity of the email communication and/ or loss of confidentiality.

- OAM Deposit Service

LuxSE was officially appointed as a mechanism in Luxembourg for the central storage of Regulated Information. As a consequence, LuxSE has developed and offers the OAM Deposit Service so as to perform the functions of such a central storage mechanism of Regulated Information in accordance with CSSF Circular 08/359 of 27 June 2008 as amended, supplemented or replaced from time to time.

The operational and technical aspects of the OAM Deposit Service are further described in the Technical Guidelines.

Before using the OAM Deposit Service, the Client shall provide a list of the Issuers it will act for and/ or on behalf of (the "Registered OAM Issuer List"). The Registered OAM Issuer List will be provided through a form completed and signed by the Client, scanned and sent by email to LuxSE. The Client shall fill in a new form every time the Client wishes to either add a new Issuer to the Registered OAM Issuer List or remove an existing Issuer from the Registered OAM Issuer List. The Client agrees that LuxSE shall rely upon and consider as valid any Registered OAM Issuer List transmitted by the Client through a completed form sent by email as if such Registered OAM Issuer List was actually provided in paper form with original signature (s). The Client recognizes and fully accepts the associated risks pertaining to the transmission of the Registered OAM Issuer List by email including without limitation the risks of non-receipt or delay in the receipt, of interference with the integrity of the email communication and/ or loss of confidentiality.

- **CSSF Filing Service**

The CSSF Filing Service is the transmission of information and documents to the CSSF as required by Circular CSSF 08/337 (as amended, supplemented or replaced from time to time). The relevant Announcements shall be uploaded in and sent to the Platform by the Client (or the Authorised Users). LuxSE shall only be acting as channel for the transmission of information and documents.

The operational and technical aspects of the CSSF Filing Service are further described in the Technical Guidelines.

In the event an Issuer is not appearing in the list of available Issuers in the context of the CSSF Filing Service, the Client shall fill in a form to add such new Issuer provided that such Issuer is already recognized by CSSF (Luxembourg as the Issuer's home member state). The Client agrees that LuxSE shall rely upon and consider as valid any new Issuer request transmitted by the Client through a completed and signed form sent by email as if such request was actually provided in paper form with original signature (s). For the avoidance of doubt, adding a new Issuer in the circumstances described above will not entitle or allow the Client to make any deposit in the context of the OAM Deposit Service for that Issuer. The OAM Deposit Service will be provided only for the Issuers listed on the Registered OAM Issuer List (as defined below) set up for the Client. The Client recognizes and fully accepts the associated risks pertaining to the transmission of the new Issuer request by email including without limitation the risks of non-receipt or delay in the receipt, of interference with the integrity of the email communication and/ or loss of confidentiality.

## **1.2 Submission of the Announcements**

The Client commits to send the Announcement with the requirements of the Technical Guidelines.

The Client is responsible for ensuring that the content and the form of any Announcement conform to content and acceptable use standards. The Client is also fully responsible for ensuring and verifying that an Announcement and any information contained herein (i) is accurate, relevant, plausible, sufficient, necessary, correct, reliable, and complete and (ii) complies with any applicable regulatory or mandatory requirements. As an illustration, the Client is responsible for checking that any and all Announcements contain the Regulated Information as imposed by the relevant regulation.

## **1.3 Disclaimer**

The Client acknowledges that any pre-completed data by FIRST is provided for information purposes only and is based on the information or content recognised or read by FIRST. For the sake of clarity, the scanning or reading made by FIRST is and remains only a functionality or option offered to the Client to facilitate the classification and qualification of documents or files used for the dissemination and distribution. It does not release or discharge the Client from verifying that the information or data read or identified by FIRST are correct, accurate and complete. In all cases, any data pre-completed by FIRST including (without limitation)



its accuracy, completeness and reliability must be checked and approved by the Client before sending any final submission of Announcement. The provision of any pre-filled data does not constitute and shall not be construed as any advice, recommendation, undertaking or commitment from LuxSE and it is not a substitute for the Client's own checks or verifications.

LuxSE accepts no responsibility of any kind for the accuracy, reliability or completeness of any pre-filled data or for any action taken or result obtained from the use of the data pre-completed by FIRST.

#### 1.4 Right to use the Announcements

By signing the Agreement, the Client grants to LuxSE a royalty free, non-exclusive and worldwide license for:

- Storing, publishing, disclosing, disseminating and distributing the Announcements including (without limitation) the Regulated Information and the Non-regulated Information;
- Authorising third parties or sub-licensing third parties to publish, disclose, disseminate or distribute the Announcements including (without limitation) the Regulated Information and the Non-regulated Information;
- Using all or part of the Announcements including (without limitation) the Regulated Information and the Non-regulated Information for, in any manner, providing publication and distribution services, creating derivative or resultant works or data or maintaining databases on corporate information.

## 2. e-Listing

### 2.1 Description of the Services

Specific terms, as set out below, may apply to certain Services or categories of Services.

- Submission of Applications

The Client will be able to send Applications including any document or file supporting such Application to LuxSE via the Platform.

Applications shall comply with the requirements of the R&R. All documents and information imposed by the R&R shall be provided together with the Application. The Client is responsible for ensuring that the content and the form of any Application conform to the R&R. The Client is also fully responsible for ensuring and verifying that an Application, a Document and any information contained herein (i) is accurate, relevant, plausible, sufficient, necessary, correct, reliable, and complete and (ii) complies with any applicable regulatory or mandatory requirements. The Client undertakes to provide all Application in the format imposed by LuxSE (e.g. PDF, DOC) and/ or in accordance with the specifications of the Technical Guidelines).

Any pre-completed data by the Platform is provided for information purposes only and is based on the information available on LuxSE's databases at that time. For the sake of clarity, the pre-completion of the information does not release or discharge the Client from verifying that such information or data read is correct, accurate and complete. Any data pre-completed by the Platform including (without limitation) its accuracy, completeness and reliability must be checked and approved by the Client before sending any final submission of an Application. The provision of any pre-filled data does not constitute and shall not be construed as any advice, recommendation, undertaking or commitment from LuxSE and it is not a substitute for the Client's own checks or verifications. LuxSE accepts no responsibility of any kind for the accuracy, reliability or completeness of any pre-filled data or for any action taken or result obtained from the use of the data pre-completed by the Platform.



- Status tracking and audit trail

The Platform allows the Client to follow in real time the progress of the admission process for Securities to be listed on one of the securities markets operated by LuxSE (regulated market "Bourse de Luxembourg" or Euro MTF) or on LuxSE Securities Official List (LuxSE SOL). The Information provided or accessed through the Service represents the information which is available in the e-listing database at the precise moment where the Client accesses such Information.

- Storage and display of Documents and Information

The Documents and Information will be stored and displayed on the Platform.

When the Client is an Agent, it will be able to access the Security/Programme Cards including the Documents and Information in relation to all Securities/Programmes for which it acts as Agent.

When the Client is an Issuer, it will be able to access all Documents, Information and dedicated Security/Programme Cards of all Securities/Programmes issued by it not only when the Application was submitted by the Issuer itself but also when the Application was made through an Agent.

Information and Documents appearing on each Security/Programme Card are provided for information only. LuxSE disclaims any representation or warranty of any kind in relation to the accuracy, completeness or correctness of any of such Information. In addition, the display of Information and Documents on the Platform does not release or discharge the Client from verifying that the displayed or stored Information or Document are correct, appropriate, accurate and complete.

- Messaging Service

The Platform enables the Client and LuxSE to communicate with each other regarding the Securities. All correspondence exchanged between the Parties through the messaging service will be archived and remain available through the Platform. LuxSE may also send notification related to events affecting the Securities or the Issuer via such messaging service.

- Receipt of comments from LuxSE

LuxSE may send comments or remarks in connection with Information or Documents via the Platform including any comments on the Securities' prospectuses during the admission and prospectus approval process. The messages and possible documents received from LuxSE will also be stored and appear on the Platform.

## 2.2 Affiliates

When the Client has requested the right to access the Securities Cards related to Securities managed, administrated or issued by an Affiliate, the Client represents and warrants that:

- It has informed the Affiliates of the access and consultation of the Security Cards including the Documents and Information related to all Securities issued by them;
- It has received from the Affiliates all rights, authorisation and consent and authority to access the Security Cards including the Documents and Information related to the Securities issued by such controlled entities; and
- It will be fully liable and will keep LuxSE harmless from and against any claim or litigation brought by any Affiliates and resulting from the Client's access, use or consultation of the Security Cards including the Documents and Information without the controlled entities' consent.

Before accessing the Securities Cards related to Securities managed, administrated or issued by an Affiliate, the Client shall provide a list of the relevant Affiliates (the "e-Listing Affiliates List"). The Client may only access the Securities Cards related to Securities managed, administrated or issued by an Affiliate that is listed in the e-Listing Affiliates List.

The e-Listing Affiliates List will be provided through a form completed and signed by the Client, scanned and sent by email to LuxSE. The Client shall fill in a new form every time the Client wishes to either add a new Affiliate to the e-Listing Affiliate List or remove an existing Affiliate from the e-Listing Affiliate List. The Client agrees that LuxSE shall rely upon and consider as valid any e-Listing Affiliate List transmitted by the Client through a completed form sent by email as if such e-Listing Affiliate List was actually provided in paper form with original signature(s). The Client recognizes and fully accepts the associated risks pertaining to the transmission of the e-Listing Affiliate List by email including without limitation the risks of non-receipt or delay in the receipt, of interference with the integrity of the email communication and/ or loss of confidentiality.

### **2.3 Evidence**

The Information shall not and cannot be used as evidence or prove in any case of litigation, dispute or claim between the Issuer and an Agent or any third party. LuxSE shall not be involved in or be joined to any proceedings, claim or litigation between the Issuer and an Agent.

## **3. PLUS**

### **3.1 Description of the Services**

The PLUS (perma-link upload service) Services are intended to help the Client to fulfil its or the Issuer's obligations under the Prospectus Regulation, including but not limited to inserting in a prospectus hyperlinks to all documents containing information which is incorporated by reference.

The Client is fully responsible for ensuring and verifying that a Permalink Request and any information contained herein (i) is accurate, relevant, plausible, sufficient, necessary, correct, reliable, and complete and (ii) complies with any applicable regulatory or mandatory requirements.

The supporting Documents of any Permalink Request will be stored by LuxSE for the duration of the Permalink's validity period (in accordance with the specifications of the Technical Guidelines) in LuxSE's systems in a ring-fenced environment segregated from other documents and data. The LuxSE will generate one Permalink per document. A document, for which a Permalink has been generated, cannot be amended or replaced by another document.

The operational and technical aspects of the PLUS Services are further described in the Technical Guidelines.

The Client undertakes to provide all Permalink Requests in the format imposed by LuxSE in accordance with the specifications of the Technical Guidelines.

The Client will be able to send Permalinks Requests including any document or file supporting such Permalink Request to LuxSE via the Platform or via email.

The Client recognizes and fully accepts the associated risks pertaining to the transmission of a Permalink Request by email including without limitation the risks of non-receipt or delay in the receipt, of interference with the integrity of the email communication and/ or loss of confidentiality.

### 3.2 Restriction on use

The Permalinks are for single use only. The Client undertakes to use any Permalink only once (i.e. to insert the Permalink in one document only) and any subsequent use is strictly forbidden. For the avoidance of doubt, if the Client needs a Permalink relating to a document that has already been the subject of a Permalink Request, the Client shall submit a new Permalink Request.

It is strictly forbidden to use the Services for illegal, illicit, unlawful or immoral purposes. The Client undertakes not to upload on the Platform or send via email any Document or Information that:

- Impairs or attempts to impair the image reputation, dignity and/or physical integrity of any person, including but not limited to, engaging in acts of moral or sexual harassment;
- Contains defamatory or abusive remarks relating to any physical or legal person, including but not limited to LuxSE, its customers, counterparties, suppliers, employees or managers; or
- Contains or provides access to content that can reasonably be considered as sexist, racist, pornographic, paedophilic, obscene, unethical, discriminatory, offensive or inciting to hatred.

### 3.3 Disclaimer

LuxSE disclaims any warranty or representation related to the accuracy, relevance, plausibility, sufficiency, necessity, correctness, reliability, completeness or fitness for a particular purpose of any Permalink Request, Permalink, Information, Document or their respective content.

Only the Client shall be liable for the content, accuracy, completeness and assurance of the Permalink Request and any related Document and/or Information. LuxSE is not in charge of verifying the accuracy, relevance, plausibility, sufficiency, necessity, correctness, reliability, completeness or fitness for a particular purpose of the Permalink Request or the Permalink. For the avoidance of doubt, the Client is solely responsible for ensuring and verifying that the PLUS Services, including but not limited to the Permalink's validity period, and the Documents comply with any applicable regulatory or mandatory requirements.

The fact that LuxSE makes the Permalink available to the Client does not represent and is not construed as any endorsement or recommendation of any kind to the Client from LuxSE.

LuxSE disclaims any liability or responsibility of any kind in the event the document's file format chosen by the Client at the time of the Permalink Request becomes defective, outdated or obsolete before the expiry of the Permalink's validity period set in the Technical Guidelines.

## 4. LGX DataHub

### 4.1 Description of the Services

The LGX DataHub Services provide the Client with access to the LGX DataHub and Data in a consolidated or filtered view. The Client may subscribe to the following functionalities:

- Global Dashboard

The Global Dashboard shows the Data in a dashboard according to specific criteria including but not limited to the geographical repartition of the issuers, the number of issuances, etc.

- Data Explorer

The Data Explorer is a graphical tool. It enables the Client to easily access, search and retrieve Data in the LGX DataHub. The Data Explorer interface allows the Client to:

- Filter the Data based on criteria available in the LGX DataHub and selected by the Client;
- View in a table the filtered Data; and
- Access the details pane which displays all the Data related to a selected security and the associated source documents.

- Focus and Custom Views

Focus Views are a predefined set of widgets focusing on various data sets selected by the client in the filter panel of the Data Explorer. They allow the Client to have access to a more graphical representation of the Data.

Custom Views allow the Client to select and save a set of filters relating to the Data and to retrieve it later from the report manager tab.

For the sake of clarity, Focus and Custom Views are not extractable files and only permit the follow-up of specific Data selected by the Client.

- Watch List

The Watch List function allows the Client to receive email notifications, at a frequency defined by the Client, in case of changes and/or updates in the selected Data scope.

- Data Export

The Data Export function allows the Client to export the Data to an Excel file based on the filters selected by the Client in the Data Explorer.

## 4.2 Restriction on Use

For the LGX DataHub Services, the number of Authorised Users is limited to 2 (two) unless otherwise agreed in writing between the Parties.

When the Client subscribes to Services which include the export of Data and/or the generation of reports, dashboards or watch lists, LuxSE hereby grants the Client a non-exclusive, non-perpetual right to access, store, process or use the Data, report, dashboard and/or watch list for the sole purpose of its own internal business purposes (e.g. internal analyses, risk controls, investment compliance controls...).

The Client undertakes to :

- Control all access to the Data, reports, dashboards and/or watch lists and handle these items in a safe and secure way at all times; and
- Take all necessary measures to prevent the Data, reports, dashboards and/or watch lists from being, displayed, copied, reproduced, re-distributed, disseminated or resold in whole or in part to third parties (e.g. Client's customers).

Any additional use of the Data, reports, dashboards and/or watch lists is subject to prior written agreement or approval by LuxSE, which may be subject to additional terms and conditions. The reselling, as well as any further use, display, distribution, publication, dissemination and/ or reproduction of the Data, reports, dashboards and/or watch lists by the Client will solely be possible and authorized if and only if the Client subscribed to an automated data feed and the appropriate license(s).

### 4.3 Disclaimers

- Data

Whole or part of the Data may come from third party sources. LuxSE does not review, endorse, approve, verify or accept responsibility for the Data as well as any other data, information or document from third parties (e.g. the issuer of the relevant securities). Although whole or part of the Data may come from sources reasonably believed to be reliable, LuxSE does not give any representation or warranty, whether express or implied, and accepts no responsibility or liability of any kind in connection with the accuracy, correctness, fitness for a particular purpose, reliability or completeness of the Data. LuxSE does not accept any liability or responsibility of any kind for any loss or damages arising directly or indirectly from the use of, or any action refrained or taken on any Data.

Neither can LuxSE represent or warrant that the Data will be updated, displayed or made available in real time and/ or without any delay. The Data is not tailored for specific investors' situations and may therefore not be suitable for the Client.

The Data does not constitute and is not construed as any advice, solicitation, offer, endorsement, commitment or recommendation on behalf of LuxSE to invest in any financial instrument. It does not represent or constitute any warranty or representation from LuxSE in connection with the good standing, profitability, suitability or reliability of any financial instrument.

The Data shall not be regarded as legal accounting, investment, financial or other professional advice nor is it intended for such use. The Data is not and shall not be a substitute for the Client's researches, investigation, verifications, checks or consultation for professional or investment advice.

The Client understands and accepts to use the Data at its own risks.

- Third Party Sources

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## Schedule 1 - Technical Guidelines

The content of the below may not be exhaustive and may require additional investigation on the Client's side.

CAPITALISED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE TERMS AND CONDITIONS.

### 1. FIRST

#### 1.1 Format

The upload of files function are limited to 50 Mb per file.

The Client shall transmit the documents containing the Announcement in PDF format.

Where the filed Announcement must comply with the regulations on European Single Electronic Format (ESEF), the Client shall transmit the documents containing the Announcement in XHTML format. The Client may still also transmit documents in PDF format as long as they are in addition to the documents in XHTML format. Implementation of a new format offering appropriate integrity of Announcement may be requested by LuxSE during the Agreement. In this case, LuxSE will inform the Client at least two (2) months prior its implementation. The Client shall ensure that it has a sufficient technical and software infrastructure for the implementation of the new format and shall take, at its own costs, any measures that may be necessary for that purpose.

#### 1.2 Time

Unless indicated otherwise, all the dates/hours in connection with or in the context of the Services are expressed in local Luxembourg time (GMT+1).

#### 1.3 OAM Deposit Security Measures

A onetime verification code will be used as a second layer of security for the OAM Deposit Service. A verification code will be sent by e-mail to the Client. Such code needs to be used to complete each new filing of Regulated Information through the OAM Deposit Service.

The communication of documents containing Regulated Information through the LuxSE OAM Deposit Service is considered valid only if the Client has received an acknowledgement of receipt.

#### 1.4 Contingency Plan

Contingency plan as described below shall only be released when the Services are not available on LuxSE's side.

The Client shall cease immediately using the contingency measures as described below as soon as the Services are up and running again.

#### 1.4.1 Description of the contingency measures

- For the CSSF Filing Service

In case of unavailability of the CSSF Filing Service on LuxSE's side and in the event the filing of an Announcement cannot be delayed, the Client shall send to CSSF any file documents containing Regulated Information to the CSSF via the standard procedure as described in the applicable CSSF Circular. LuxSE shall also inform the CSSF of such unavailability without undue delay

- For the OAM Deposit Service

In case of unavailability of the OAM Deposit Service and in the event the filing of an Announcement cannot be delayed, the Client shall send any file documents containing Regulated Information to LuxSE via email to: [first@bourse.lu](mailto:first@bourse.lu).

LuxSE shall also inform the CSSF of such unavailability without undue delay.

When received by email in the context of the contingency plan, Announcements will not be published by LuxSE. The receipt of the email as described above is aimed at evidencing in a conclusive manner the date and time of the Announcement deposit with LuxSE.

Once the OAM Deposit Service is up and running again, the Client shall file the same documents through the normal procedure (FIRST) for certainty and security reasons.

- For the FNS Publication Service

In case of unavailability of the FNS Publication Services and in the event the filing of an Announcement cannot be delayed, the Client shall send its request for dissemination of documents containing Regulated Information or Non-Regulated Information via e-mail to [first@bourse.lu](mailto:first@bourse.lu).

Dissemination to financial media and data vendors will only be possible when the relevant Announcements have been received during LuxSE's normal business hours and normal business days.

Once the FNS Publication Service is up and running again, the Client shall file the same documents through the normal procedure (FIRST) for certainty and security reasons. Possible duplication of Announcement may therefore occur.

#### 1.4.2 Minimum information to be included in emails

Any email sent by the Client in the context of the contingency plan shall, at least, contain the following indications:

- Is the information or document to be considered for OAM deposit purpose?
- Is the information to be proceeded for FNS publication to financial media and data vendors?
- Is the information a Regulated Information?
- What type of information ("Inside information" for example) is included herein?
- What is the name of the relevant issuer?
- What is the date of publication?
- Is there any time embargo?

### 1.4.3 Confirmation of suspension

Upon the Client's request, LuxSE will provide the Client with a written confirmation mentioning:

- The date and time the information and documents has been received at first@bourse.lu from the Client;
- The handling made by LuxSE of the received information and documents;
- The period during which whole or part of the Services has been unavailable.

## 2. e-Listing

### 2.1 Format

The upload of files function is limited to 50 Mo per submission and per file

The upload of files function is restricted to pdf, doc, docx, xls, xlsx formats

### 2.2 Time

The e-Listing platform is running 24/7

### 2.3 Contingency email

In case of unavailability of the e-Listing Service, the Client shall send any listing request to LuxSE via email to: bolide@bourse.lu

The Client shall cease immediately using the contingency measures as soon as the Services are up and running again.

### 2.4 Automation System

The e-Listing platform must be accessed via Google Chrome, Mozilla Firefox or Edge.

The minimum recommended resolution is 1200px in width.

### 2.5 Recommendations

It is highly recommend having a graphics card installed in your computer in order to improve the user experience.

## 3. PLUS

### 3.1 Format

The upload of files function is limited to 50 Mb per file and 500 Mb per submission.

The upload of files function is restricted to files in PDF format. LuxSE recommends the use of PDF/A format.

Please note that competent authorities may have additional requirements regarding the documents (e.g. they may require the document to be searchable).



### **3.2 Time**

Unless indicated otherwise, all the dates/hours in connection with or in the context of the Services are expressed in local Luxembourg time (GMT+1).

### **3.3 Validity Period**

The Permalinks generated will be available for 11 years.

### **3.4 Permalinks**

A Permalink generated is a Uniform Resource Locator (URL) referencing the document for which the Permalink was requested. This URL may be used as the address targeted by a hyperlink in any relevant support (e.g. in a PDF document).

When a user accesses the URL through the internet (e.g. by copying the URL in a web navigator address bar or by clicking on a hyperlink created with the URL), the document is downloaded. The automatic processing of the downloaded document (e.g. a PDF document is automatically opened in Acrobat Reader) depends solely on the configuration of the computer used to download the document.

### **3.5 Automation System**

The PLUS platform must be accessed via Google Chrome, Mozilla Firefox or Edge.

### **3.6 Contingency**

When the Services are not available on LuxSE's side, the Client may request Permalinks by email as further described on LuxSE's website.

## **4. LGX DataHub**

### **4.1 Supported browsers**

The LGX DataHub platform must be accessed via Google Chrome, Mozilla Firefox or Edge. The minimum recommended resolution is 1200px in width.

### **4.2 Recommendations**

It is highly recommend having a graphics card installed in your computer in order to improve the user experience.