

## **PERMA-LINK UPLOAD SERVICE (PLUS SERVICES)**

### Application Form

The completion and execution of the present Application Form is required to apply for the issuance by the Luxembourg Stock Exchange ("LuxSE") of a permalink (a "Permalink Application"). No permalink ("Permalink") will be issued before LuxSE receives this Application Form duly executed.

Any document referred to in this Application Form, such as the Fee Schedule, is made available on the LuxSE's website: [www.bourse.lu](http://www.bourse.lu).

#### **1. Legal entity filing the permalink application ("Applicant")**

Name of the Applicant\*:

Contact person\*:

Address\*:

E-mail address\*:

Phone number\*:

VAT number\*\*:

Your reference:  
*(purchase order number, ...)*

#### **2. Legal entity assuming the payment of the Permalink fees ("Billable Person")(to be completed if different from the Applicant)**

The Applicant undertakes and represents that it will inform the Billable Person of the Permalink Application.

Name of Billable Person:

Contact person\*:

Address\*:

E-mail address\*:

Phone number\*:

VAT number\*\*:

*\* mandatory*

*\*\* mandatory unless not subject to European Economic Area VAT*

### 3. Fees and payment

Fees will be charged in accordance with the terms of the Fee Schedule of the LuxSE as applicable and in force at the date of submission of the Application Form.

The fees shall be paid by bank transfer. All fees shall be paid in EUR only. All charges related to the payment of LuxSE's fees shall be exclusively borne by the Billable Person.

All invoices shall be paid within the 30 (thirty) days following the date of the invoice. Any objection shall be raised in writing and addressed to LuxSE ([invoicing@bourse.lu](mailto: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 refuse any new Permalink Application from the Applicant.

In the event the Billable Person and the Applicant are different legal entities and in the case the Billable Person has failed to pay any due and payable amount within the 90 (ninety) days of issue of the invoice, LuxSE may suspend the future provision of the PLUS 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 Applicant to pay for any outstanding amount and the Applicant hereby unconditionally accepts such a guarantee. Such payment shall be made within 5 (five) days after LuxSE's request.

### 4. Conditions of use

#### Description

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

The documents linked to any Permalink Application 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. LuxSE will generate one Permalink per document. A document, for which a Permalink has been generated, cannot be replaced by another document.

The Applicant will be able to send Permalink Applications, including any document or file supporting such Permalink Application, to LuxSE via email at the address [plusservices@bourse.lu](mailto:plusservices@bourse.lu). The Applicant recognizes and fully accepts the associated risks pertaining to the transmission of a Permalink Application 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.

LuxSE reserves the right to refuse or reject a Permalink Application if LuxSE deems that the content or format of the Permalink Application and/or any supporting document is not suitable or appropriate or does not match LuxSE's content, format standards (in accordance with the Technical Guidelines) or reasonable requirements.

#### Applicant's obligations and warranties

The Applicant is fully responsible for ensuring and verifying that the Application Form and any information contained herein is accurate, relevant, plausible, sufficient, necessary, correct, reliable, and complete.

In addition, the Applicant is solely and fully responsible for ensuring that the Application Form including any document or file supporting the Permalink Application does not contain any bug, virus, Trojan horse, logic bomb, malicious code or any other content that would harm the systems of LuxSE.

The Applicant undertakes to provide all Permalink Applications in the format imposed by LuxSE in accordance with the specifications of the Technical Guidelines. Therefore, the Client undertakes not to upload files in formats reserved for specific purposes outside these defined use cases (e.g. ZIP/xHTML for ESEF regulation).

## Restriction on use

The Permalinks are for single use only. The Applicant undertakes that any Permalink shall only be used 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 Applicant and/or the Beneficiary (as the case may be) needs a Permalink relating to a document that has already been the subject of a Permalink Application, the Applicant and/or the Beneficiary shall submit a new Permalink Application.

It is strictly forbidden to use the PLUS Services for illegal, illicit, unlawful or immoral purposes. The Applicant undertakes not to 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.

## 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 Application, Permalink, any supporting document or their respective content.

Only the Applicant shall be liable for the content, accuracy, completeness and assurance of the Permalink Application 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 Application or the Permalink. For the avoidance of doubt, the Applicant is solely responsible for ensuring and verifying that the PLUS Services, including but not limited to the Permalink's validity period, the Application Form and any document or file supporting a Permalink Application comply with any applicable regulatory or mandatory requirements.

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

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

## 5. Data protection

Any personal data (as defined in the EU General Data Protection Regulation (GDPR – Regulation (EU)2016/679) provided by mean of this Application Form or in the context of a Permalink Application will be processed by LuxSE in compliance with the GDPR requirements. LuxSE will only process such personal data for the purposes described in the Application Form and for managing the relationships and follow-up with the Applicant or its representatives or agents. LuxSE will store the personal data in secure and safe conditions for as long as required by the Permalink's validity period (in accordance with the specifications of the Technical Guidelines) 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).

## 6. Technical guidelines

### Format

The size of the files to be uploaded is limited to 50 Mb per file.

#### PDF Format

LuxSE strongly recommends to use PDF/A as file format and reserves the right to refuse any other file format.

#### ESEF regulation

xHTML and/or ZIP formats are accepted only and exclusively for files subject to the European Single Electronic Format (ESEF) regulation.

### Time

The opening hours of PLUS are from 9AM to 6PM (Central European Time) from Monday to Friday. The LuxSE provides during the opening hours the Permalinks at the latest within 24 hours from the moment they have been requested. Permalinks requested on a Friday will be provided at the latest by 6PM on the following Monday.

### Validity Period

The Permalinks generated will be guaranteed for a duration of 11 years.

#### Date and Signature

**Date:**  
*dd/mm/yyyy*

**Name:**

**Authorised  
signature:**