

## MEMBERSHIP AND TRADING PLATFORM APPLICATION FORM

Between

**Société de la Bourse de Luxembourg** (operating under the brand name “Luxembourg Stock Exchange”) having its registered office at 35A Boulevard Joseph II L-1840 Luxembourg, registered with the Luxembourg trade and companies register under n° B6222 (“**LuxSE**”)

And

*(please insert your name)*

having its registered office at *(please insert company address)*

registered with the *(please insert the jurisdiction)*

trade and companies register under n° *(please insert company register number)*

and with VAT number *(please insert VAT number)*

(the “**Member**”)

Capitalised terms not otherwise defined herein shall have the meaning ascribed to them in the Terms and Conditions (as defined below).

### 1. SCOPE

Completion and signature of this Membership and Trading Platform Application Form (the “**Application Form**”) by authorised persons of the Member constitutes an agreement between the Member and LuxSE.

The Application Form as well as the Membership and Trading Platform Terms and Conditions as amended from time to time (the “**Terms and Conditions**” or “**T&Cs**”) form together the “**Agreement**”. The Agreement set out the terms and conditions applicable to the Member. By signing the Application Form, the Member agrees to comply with and be bound by the Terms and Conditions as amended, replaced or supplemented from time to time. In any case of discrepancy between the Application Form and the Terms and Conditions, the Terms and Conditions shall prevail.

Nothing in the Agreement gives the Member any right, entitlement or privilege to receive any other service that may be provided by LuxSE. Any other services remain subject to separate and distinct agreements and, as the case may be, to additional fees.

## 2. MEMBER INFORMATION

Member's statutory / registered name:

Legal form:

Company designation (e.g. investment firm, credit institution...):

Corporate purpose/object:

Member code (in case of Cross-Membership):

LEI code:

Trading capacity      Broker      Dealer      Market Maker      Liquidity Provider

Website:

Corporate information:      ● Total paid-up capital (in EUR):  
   ● Total amount of reserves:  
   ● Date of annual meeting:

Main shareholders (and their holding):

Auditor (including address):

Name and ID of the clearer:

Financial link with CMF:

Date of the last conformance testing (as defined in the Conformance Test and Algo Declaration Policy):

Scheduled start-up date:

ISV name contact details:

ISV address:

Contact details:

## 3. COMMITMENT

The Member hereby undertakes and commits to:

- Comply at all times with the Rules and regulation of the Luxembourg Stock Exchange as amended, replaced or supplemented from time to time;
- Inform LuxSE of any fact or event which may affect in any manner the Member's status or the status of any person registered on its behalf with LuxSE;
- Inform LuxSE of any change to the documents and information provided before by the Member according to Part 3, Chapter 2, article 2.4 of the Rules and Regulations of the Luxembourg Stock Exchange and especially any material change affecting the Member's shareholding;

- Provide to LuxSE its annual accounts and annual reporting during the month of their approval; and
- Comply at all times with the Terms and Conditions.

#### 4. NOTICE AND CONTACTS

##### 4.1 For LuxSE

- Notices and communications

- Notices and communications will be addressed to:

Société de la Bourse de Luxembourg, B.P. 165 L-2011 Luxembourg

**Attn:** Market & Surveillance department

**Email address:** [dms@bourse.lu](mailto:dms@bourse.lu)

**Phone number:** +352 47 79 36 - 200

- For business matters

- Person/ team of contact: Market & Surveillance team

**Email address:** [dms@bourse.lu](mailto:dms@bourse.lu)

**Phone number:** +352 47 79 36 - 200

- For operational or technical matters

**Person/ team of contact:** Help Desk IT

**Email address:** [sdk@bourse.lu](mailto:sdk@bourse.lu)

**Phone number:** +352 47 79 36 - 304

- For invoicing and payments matters:

**Person/ team of contact:** Invoicing team

**Email address:** [invoicing@bourse.lu](mailto:invoicing@bourse.lu)

**Phone number:** +352 47 79 36 - 203

##### 4.2 For the Member

- Notices and communications

- Notices and communications will be addressed to:

**Attn:**

**Email address:**

**Phone number:**

- Trading Desk

**Person/ team of contact:**

**Email address:**

**Phone number:**

- Back Office

**Person/ team of contact:**

**Email address:**

**Phone number:**

- For invoicing and payments matters:

**Person/ team of contact:**

**Email address:**

**Phone number:**

## 5. MEMBER MARKET CONNECTIVITY

The Market Connectivity (as defined in the T&Cs) option(s) selected by the Member are as follows<sup>1</sup>:

SFTI Direct Connection (SDC)

SFTI Managed Connection (SMC)

SFTI Co-location

Application Service Provider (ASP) - Name:

Independent Software Vendor (ISV) - Name:

Extranet Service Provider - Name:

Other Market Connectivity option:

If different options for different sites are selected (*please complete*):

## 6. DOCUMENTS TO BE PROVIDED TO LUXSE

The Member undertakes to provide the following documents and information to LuxSE, at the latest on the date this Application Form is submitted to LuxSE:

- A detailed description of the activities with regard to securities,
- A copy of its trading authorisation in force,

<sup>1</sup> If you are using different Market Connectivity options on different sites, please tick all that apply and provide details where indicated above.

- A copy of its most up-to-date Articles of Incorporation,
- The list of the members of its Board of Directors,
- The list of the members of its executive committee (or any equivalent body), and
- The accounts and annual reports of the last three (3) years

## 7. AMENDMENTS

Unless otherwise agreed above, any amendment, modification or change made to the Application Form shall be made in writing and signed by the Parties.

## 8. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and shall be construed in accordance with the laws of the Grand Duchy of Luxembourg. LuxSE and the Member 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 out-of-court 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.

Made in Luxembourg, in 2 (two) originals, on

### **Société de la Bourse de Luxembourg**

Name :

Name :

Title :

Title :

Signature

Signature

*(please insert your name)*

Name :

Name :

Title :

Title :

Signature

Signature