

## TERMS AND CONDITIONS FOR THE STORAGE, PUBLICATION AND DISTRIBUTION OF INFORMATION AND DOCUMENTS

The following are the terms and conditions which govern the provision of the FNS Publication Service, OAM Deposit Service and/ or CSSF Filing Service (capitalised terms are defined below) by Société de la Bourse de Luxembourg (“**LuxSE**”). By using the Infrastructure 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 Infrastructure.

The Terms and Conditions including (without limitation the Technical Guidelines) may be amended, replaced or supplemented at any time by LuxSE and will be made available on [www.bourse.lu/first](http://www.bourse.lu/first) or sent by email or otherwise when agreed with the Client. In the absence of any written objection and/ or if the Client uses the Infrastructure and/ or 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 Condition, the Client must not use the Infrastructure 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 Infrastructure 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.

### 1. DEFINITIONS

Capitalised terms shall have the meaning ascribed to them as follows.

“**Access Administrator**” means the person or entity authorised by the Client to act as access administrator as described in section 7 below. Access Administrator shall also be considered as Authorised Users.

“**Agreement**” means the OAM-FNS Agreement together with the Terms and Conditions, as amended from time to time.

“**Announcement**” means (i) the notices, announcement or press releases containing Regulated Information to be stored, published, disseminated or distributed by LuxSE through the Services and/ or (ii) the notices, announcement or press releases containing Non-regulated Information to be stored, published, disseminated or distributed by LuxSE through the Services.

“**Automated System**” means the internet and other automated systems that provides the Client with internet access to the Services and the Website

“**Authorised Users**” means any person or entity authorised by an Access Administrator to access and use the Infrastructure and/ or the Services.

“**Client**” means the person or legal entity who/ which has entered into an OAM-FNS Agreement. The Client may be (i) an Issuer, (ii) a person or entity who/which has applied for admission to trading on the regulated market without the relevant Issuer(s) consent or (iii) any person or entity acting for or on behalf of a person or entity falling under point (i) or (ii) above, and

“**CSSF**” means the Commission de Surveillance du Secteur Financier.

“**CSSF Filing Service**” means the transmission to CSSF of information and documents including but not limited to Regulated Information and related to future or existing securities issued by an Issuer in accordance with the applicable regulation.

“**Fee Schedule**” means the price list and fee schedule as attached to the OAM-FNS Agreement and as amended from time to time.

“**FNS Publication Service**” means the Financial News Service provided by LuxSE in accordance with the terms of the Agreement.

“**Force Majeure Event**” 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, 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.

“**Infrastructure**” means LuxSE’s platform, infrastructure and systems which enable the Client to access and use the Services. The Infrastructure shall be considered as a part of the Services.

“**Issuer**” means a legal entity which issue 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.

**“Non-regulated Information”** means the information to be published by LuxSE pursuant to the Agreement and which are not considered as Regulated Information.

**“OAM-FNS Agreement”** means the Agreement for the Storage, Publication and Distribution of Information and Documents including any attached schedule (e.g. Fee Schedule), annex or appendix, as amended from time to time.

**“OAM Deposit Service”** means the automated service for filing, indexing and storing the Regulated Information and making it publicly available.

**“Parties”** means collectively LuxSE and the Client.

**“Party”** means individually LuxSE or the Client.

**“Protected Items”** means the Infrastructure, the Services 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 Infrastructure.

**“Regulated Information”** means the regulated information as defined in art. 1 (10) of the Luxembourg Transparency Act (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 by LuxSE under the Agreement.

**“Services”** means collectively or individually (as the case may be and according to the Services actually subscribed by the Client) the FNS Publication Service, the CSSF Filing Service, the OAM Deposit Service and/ or any future services that may be offered by LuxSE.

**“Technical Guidelines”** means the technical guidelines and specifications as set forth in Appendix 1 to these Terms and Conditions as amended from time to time.

**“Terms and Conditions”** means the present Terms and Conditions for the Storage, Publication and Distribution of Information and Documents including any appendix or schedule attached hereto, as amended from time to time.

**“User Identifier(s)”** means the information which is necessary to complete user identification including user name, password and/ or access code (as the case may be).

Terms defined in the singular shall have a correlative meaning when used in the plural and vice versa.

Any reference to the Client shall comprise any of its employees, staff and personnel whether they are employed directly by the Client, under employment contract or not.

## 2. SUBSCRIPTION TO THE SERVICES

After the signature of the Agreement, the Client may decide, at any time, to subscribe to one or several of the Services described in section 3 below. The selection and subscription of the Services will be made online.

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.

## 3. SCOPE OF THE SERVICES

### 3.1 Description of the Services

- FNS Publication Service

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 Rules and Regulation.

While providing the FNS Publication Service, 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 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 as required by Circular CSSF 08/337 (as amended, supplemented or replaced from time to time) and relates to future or existing securities issued by an Issuer through the Infrastructure of LuxSE. The relevant Announcements shall be uploaded in and sent to the Infrastructure 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.

## 3.2 FIRST

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

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.

## 4. LUXSE’S RIGHTS AND DUTIES

LuxSE is only responsible for storing, publishing, transmitting or distributing the Announcements as described in section 3.1 above. It shall solely be responsible for publishing the Announcements with the content and mentions (including, amongst others, the Regulated and Non-regulated Information) and in the form as received from the Client. LuxSE reserves the right to refuse or reject an Announcement if LuxSE deems that the content or format of such Announcement is not suitable or appropriate or does not match LuxSE’s content or format standards. LuxSE does not accept any liability or responsibility of any action taken or results obtained from any use of the Announcement or any related data.

LuxSE shall have no obligation or duty, of any kind, to verify the accuracy, reliability, necessity, relevance, correctness or completeness of any Announcement 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 Announcement or of its content.

LuxSE shall have no responsibility or liability in the event an Announcement is not complete or cannot be published as a result of the Client’s failure or delay to provide complete and accurate Announcement 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.

No Announcement will be stored, published, transmitted or distributed with retroactive effect. Corrected, replaced, modified or supplemented (in whole or in part) Announcements shall be published only such corrected, replaced, modified or supplemented Announcements are transmitted by the Client. The publication of such corrected, modified or supplemented Announcement will (i) be made as a new operation, (ii) contain a reference to the initial Announcement and/ or (iii) be subject to additional fees.

LuxSE is not obliged or responsible for making any selling or public offer of the Client's or the Issuers' (as the case may be) securities in any jurisdiction. 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.

## 5. CLIENT'S RIGHTS, DUTIES AND WARRANTIES

### 5.1. Submission of the Announcements

The Client also 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 standard and acceptable use policy. 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.

The Client undertakes to provide all Announcements in the format imposed by LuxSE (e.g. PDF).

### 5.2. 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 Infrastructure.

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 Infrastructure without LuxSE's prior written consent.

### 5.3. 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 the Announcements to LuxSE, and
- Do all other acts and things connected with, or required to be performed under the Agreement (including , without limitation, the right to grant the licence set forth in clause 6 below).

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

When the Client is acting for and/ or on behalf of Issuers, the Client will liaise with the Issuer in any case. 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. Neither the supply of the Services is intended to set up any commitment or undertaking from LuxSE towards the relevant Issuer.

### 5.4. 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 (ii) the Client (or the Authorized Users) becomes aware of any unauthorized or improper use, access or disclosure of the Infrastructure, the Services, the Announcement, the Regulated Information and/ or the Non-regulated Information (as the case may be).

### 5.5. Use of the Client's name and logo

By signing the OAM-FNS 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 OAM-FNS 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 5.5;

- 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.

## 6. 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.

In addition, LuxSE is authorised, when necessary, appropriate or required to interconnect the Infrastructure with local and European regulators (e.g. CSSF or ESMA), with other competent authorities or other officially appointed mechanisms for the central storage of Regulated Information.

## 7. CONDITIONS OF USE OF THE INFRASTRUCTURE AND SERVICES

### 7.1. Right Grant

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

The Client undertakes to not take and refrain from taking any act that may adversely or materially affect or impede the proper function and functionalities of the Infrastructure and/ or Services. It undertakes to not use the Infrastructure 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.

### 7.2. Access Administrators and Authorised Users

The Client shall determine and designate, at its own discretion, and under its full responsibility and control the Access Administrators and Authorised Users (through the Access Administrators). The scope of the accesses to the Services given by the Client (through the Access Administrators) 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 Access Administrators and Authorised Users while using, operating or benefiting from the Infrastructure, Services and/ or Available Information.

### 7.3. User identification

Use of the Services and Access to the Infrastructure requires prior identification by the Authorised Users. The Client shall never disclose or share with any person or entity other than the Authorised Users the User Identifiers. The Client undertakes to cancel promptly any access given to a specific Authorised User when she/ he stops being authorised to access and use the Services and the Infrastructure.

In addition, the Client shall immediately notify LuxSE of any actual or anticipated unauthorized use, improper use, access or misuse of the User Identifier. LuxSE reserves the right to immediately suspend on a temporary or definitive basis the accesses to the Services in case a 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 authorised use. LuxSE specifically disclaim any liability for such unauthorised use or access.

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 Infrastructure on behalf of the Client.

## 7.4. 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.

## 8. 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.

## 9. CHANGES

LuxSE may change, at any time, at its sole discretion, and without prior notice or information, all or part of the Infrastructure 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 does not reduce the level of security to the Services and to the Infrastructure 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.

## 10. 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, 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 Infrastructure 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.

## 11. DATA PROTECTION

Any personal data (as defined in the EU General Data Protection Regulation (GDPR – Regulation (EU) 2016/679) provided by mean of the Agreement or 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 described above and for managing the relationships and follow-up with the Client or its representatives or agents. LuxSE will store the personal data in secure and safe conditions for as long as required by for 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. FEES AND PAYMENT

### 12.1. Invoicing

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. All fees will be calculated in EUR.

The Services will be invoiced as follows:

- When the Client is charged for the OAM Deposit Service (with or without other Services): fees will be invoiced directly to the Client;
- For the FNS Publication Service (alone): fees will be invoiced to the Client or to any Billable Person (as defined in section 12.3 below).



When the Client has not mentioned the Billable Person which/ who shall make the payment, the Client will be invoiced by default;

- For the CSSF Filing Service: no fee will be charged by LuxSE;
- Set-up fees: fees will be charged to the Client directly.

## 12.2. Revision of the 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 in advance.

## 12.3. 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. Every time the Client subscribes to Services, the Client can 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.
- Receipt of a prior invoice

Invoices will be sent by LuxSE to the Person of Contact designated by the Client in the OAM-FNS Agreement.

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 Infrastructure 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.

# 13. LIABILITY

## 13.1. 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 Infrastructure and/ or the Services by the Client, the Access Administrators and/ or Authorised Users, (ii) any negligence, wilful default, fraud, lack of good faith or wilful misconduct by the Client, the Access Administrators and/ or Authorised Users or (iii) any breach of the Agreement by the Client, the Access Administrators and/ or Authorised Users.

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.

## 13.2. LuxSE's Liability

In performing its duties hereunder, LuxSE agrees to make best efforts ("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 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 the Issuer 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.

### 13.3. 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.

## 14. 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"). 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 or enters into a voluntary arrangement with its creditors;
- LuxSE has sufficient grounds to believe that the Client (or Authorised Users) has used, uses or threaten to use the Services in a negligent, illicit, unlawful or fraudulent manner; or
- For any reason, the Agreement or the provision of the Services becomes unenforceable, illegal or void.

## 15. 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.



## APPENDIX 1 - TECHNICAL GUIDELINES

*These Technical Guidelines apply to the use of FIRST. 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. FORMAT

The Client shall transmit the documents containing the Announcement in PDF format in order to avoid any alteration of the filed Announcement.

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 the 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.

### 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. 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.

### 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.

#### 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.



## 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?

## 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](mailto: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.