LUXEMBOURG
STOCK EXCHANGE

MEMBERSHIP AND TRADING PLATFORM

Application Form

Between

Bourse de Luxembourg (operating under the brand name "Luxembourg Stock Exchange"), société anonyme, 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 adress)*

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

The Application Form encompasses the regulatory requirements of Commission Delegated Regulation 2017/584 supplementing Directive 2014/65/EU of the European Parliament and of the Council with regard to regulatory technical standards specifying organisational requirements of trading venues enabling or allowing Algorithmic trading through their systems (Article 7 Due Diligence of members of trading venues) and Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (Article 53 Access to a regulated market) and the Law of 12 November 2004 on the fight against money laundering and terrorism financing, as amended.

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.

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". 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:

Euronext 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)

Proprietary trading software application: ☐ No ☐ Yes, Name:

3 Member Market Connectivity & Market Data

The Market Connectivity (as defined in the T&Cs) option(s) selected by the Member are as follows*:

☐ Direct Connection ☐ Managed Conncetion (SMC) ☐ Co-location

☐ Web application - Luxtrader

☐ Name and contact details of your Independent Software Vendor (ISV):

☐ Name of your Market Data Provider, if different form ISV:

☐ Extranet Service Provider - Name:

☐ Other Market Connectivity option:

4 Member Post Trade and other information

☐ **Guaranteed Channel**
***if ticked**, then indicate if direct Member or the Name and ID code of the Clearing member on LuxSE Clearing Organisation(s):*

☐ **Pass-Through Channel**
***if ticked**, then indicate the settlement account number on the I-CSDs (Euroclear Bank or Clearstream Banking Luxembourg) or the name of the settlement agent:*

☐ Bilateral Channel ☐ EM3S / Professional Investors segments[1]

5 Direct Electronic Access[2]

Do you use Direct Electronic Access (including sponsored access)? **If yes**, please answer below questions.	☐ Yes	☐ No
If you are using Direct Electronic Access, do you have formal, written procedures of the abovementioned controls?	☐ Yes	☐ No
Please confirm if you provide your clients with DEA to your systems?	☐ Yes	☐ No
If yes, do you comply with the requirements set out in Article 22 (3) of Regulatory Technical Standard ("RTS" 6)?	☐ Yes	☐ No
Do you perform an annual due-diligence assessment covering substantively the same topics as this questionnaire and as mentioned in the LuxSE Rules and Regulations?	☐ Yes	☐ No
Please confirm you have notified both the competent authority of your home member state, and when different, the competent authority of the Bourse de Luxembourg, being the CSSF	☐ Yes	☐ No

6 Algorithmic Trading[3]

Do you use Algorithmic Trading? **If yes**, please answer below questions.	☐ Yes	☐ No
Do you have in place an overall governance and decision-making framework and that monitors algorithmic trading systems through a formalized governance arrangement?	☐ Yes	☐ No
Do you confirm that you have established methodologies to test algorithmic trading systems to reduce the risk of any algorithmic trading activity behaving in an unintended manner?	☐ Yes	☐ No
Do you confirm that any material changes in the algorithmic trading activity are subject to testing, review and validation?	☐ Yes	☐ No
Do you have any business continuity arrangement in place for algorithmic trading system?	☐ Yes	☐ No
Please confirm you have notified both the competent authority of your home member state, and when different, the competent authority of the Bourse de Luxembourg, being the CSSF	☐ Yes	☐ No
Are you able, at any time, to use your kill functionality to cancel any or all unexecuted orders submitted to our trading venue according to Commission Delegated Regulation 2017/589, Art 12.	☐ Yes	☐ No

[1] *Euro MTF Specialist Securities Segment (EM3S) | Luxembourg Stock Exchange*
See Annex to Application Form
LuxSE Professional Segments Trading Manual is available at the following link: www.luxse.com/regulation

[2] *See Annex to Application Form*

[3] *See Annex to Application Form*

7 Member Due Diligence questions

You may either provide a Completed Wolfsberg Questionnaire duly signed and less than 6 months old or kindly answer the following questions.

Do you have pre & post trade risk controls that you apply to your trading activities for the use of LuxSE services?	☐ Yes	☐ No
Is one of your staff in a key position registered as a nominated person?	☐ Yes	☐ No
Do you provide annual training to your employees on:		
(I) the abovementioned procedures & controls;	☐ Yes	☐ No
(II) the laws and rules applicable to the markets upon which you trade; and (III) EU Market Abuse Regulation	☐ Yes	☐ No
Do you confirm that your employees have sufficient knowledge of the electronic trading activities and systems to perform their functions?	☐ Yes	☐ No
Please confirm that you have performed the technical and functional conformance testing before every major IT release (if any).	☐ Yes ☐ Not applicable	☐ No
Have you faced any disciplinary actions brought by EU regulators or by trading venues for a preceding period of 5 years?	☐ Yes	☐ No

If yes, please provide explanations:

If yes, please also describe the remediation processes you have put in place:

8 Notice and Contacts

8.1 For LuxSE

Notices, communications and business matters

Notices and communications will be addressed to:
Bourse de Luxembourg, SA • B.P. 165 L-2011 Luxembourg
Attn: **Market & Surveillance Department**
Phone number: **+352 47 79 36 - 200**
E-mail address: **membership@luxse.com**

For invoicing and payments matters

Team of contact: **Invoicing team**
Phone number: **+352 47 79 36 - 203**
E-mail address: **invoicing@luxse.com**

For operational matters

Team of contact: **Surveillance Department**
Phone number: **+352 47 79 36 - 200**
E-mail address: **dms@luxse.com**

8.2 For the Member

Notices and communications

Notices and communications will be addressed to:

Company:
(name + address)

Attn:
(name or department)

Phone number:

E-mail address:

Trading Desk

Person/Team of contact:

Phone number:

E-mail address(es):

Back Office

Person/Team of contact:

Phone number:

E-mail address(es):

For invoicing and payments matters:

Person/Team of contact:

Phone number:

E-mail address(es):

For compliance and AML-CFT matters:

Person/Team of contact:

Phone number:

E-mail address(es):

9 Documents to be provided to LuxSE

The Member undertakes to provide the following documents and information to LuxSE, in English, French or German:

- A duly completed and signed Application Form
- A copy of its trading authorization in force;
- A copy of its most up-to-date Articles of Incorporation;
- The accounts and annual reports of the last three (3) years;
- List of authorized signatories and evidence of the powers of signature to bind the company (including the specimen of authorized signatories);
- KYC documentation (such as UBO declaration,...) will be requested upon review of the file.

10 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 and commit to communicate any subsequent changes of the beneficial ownership without delay;
- 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.

11 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.

12 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

Bourse de Luxembourg, SA

Name:		**Name:**	
Title:		**Title:**	
Authorised signature:		**Authorised signature:**	

Client
(please insert client name)

Name:		**Name:**	
Title:		**Title:**	
Authorised signature:		**Authorised signature:**	

13 Data Protection

13.1 Data Protection

Any personal data, as defined in the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), provided by mean of this KYC Form (the "Personal Data") will be processed by LuxSE in compliance with the GDPR requirements. LuxSE will act as a data controller.

Purpose and lawfulness of the processing of Personal Data

Personal Data will be processed by LuxSE in order for LuxSE to comply with the customer due diligence obligations pursuant to the Luxembourg Law of 12 November 2004 on the fight against money laundering and terrorist financing ("AML/TF") and for managing the relationships and follow-up with the clients or their beneficial owners ("UBOs") and legal representatives. In this respect, LuxSE needs to collect information to identify and verify the identity of its clients, their UBOs and legal representatives. More specifically, this information and documentation is collected as part of the "know your customer" requirements ("KYC") set out in CSSF Regulation 20-05 with the aim of preventing the risk of ML/TF. LuxSE will collect information and documentation containing Personal Data to fulfil its AML/KYC obligations during the onboarding process and this information will be updated on a periodic basis as part of the ongoing due diligence on its customers.

Personal Data collected by LuxSE

Pursuant to the Article 16(1) of CSSF Regulation 20-05, LuxSE is required to collect the following information to identify the UBOs and legal representatives of its clients: surname and first name, place and date of birth, nationality, full postal address of the customer's main residence, and, where necessary, the official identification number.

In addition, LuxSE is required to collect documents to verify the information listed above. In this respect, the following documents will be collected:

Duly completed KYC Form containing the above listed information:

- A recent extract from the trade / business register;
- Latest coordinated statutes or updated statutes;
- Recent dated/signed organisation chart showing the Issuer as well as all intermediate entities up to the ultimate shareholder and UBOs;
- List of legal representatives and power of representation; and
- List of authorised signatories and evidence of the power of signature (including the specimen of authorised signatories).

The above list is indicative and refers to the minimum list of documents collected by LuxSE. Additional documents may be requested, on a case-by-case basis, according to the ML/TF risk assessed through the checks carried out during the onboarding process.

It should be noted that LuxSE will not process specific categories of personal data under the meaning of the Article 9 of GDPR (i.e. sensitive data)

Retention period

The Personal Data collected during the KYC process will be stored for a duration determined in accordance with legal data retention periods, i.e. 5 year after the termination of the business relationship.

Transfer of Personal Data

LuxSE may share the Personal Data with:

- Relevant regulators and, more generally, any competent authority when LuxSE is required to do so;
- LuxSE's auditors where it is necessary as part of their auditing functions; and
- Third party service providers for screening, storage and reporting systems.

Security

LuxSE takes reasonable and appropriate technical and organisational security measures in order to:

- Store the Personal Data in secure databases or systems with restricted access:
  - The Personal Data processed through the KYC checks is kept in a secured folder that is only accessible by the compliance officers in charge of the control ; and
  - The Personal Data is segregated from the rest of the information and documents in the compliance environment
- Protect the Personal Data against loss, accidental or intentional misuse, alteration, destruction and access by unauthorised persons.

However, LuxSE cannot be held liable for disclosure of Personal Data sent by e-mail or though other inherently unsecure communication means.

LuxSE will notify the Issuer without undue delay in the event LuxSE becomes aware of any unauthorised or improper use, access or disclosure of the Personal Data, which is likely to result in a high risk to the Issuer's rights and freedoms.

Data subjects rights and contact information

In accordance with the GDPR, the Issuer has the following rights with respect to the processing of the Personal Data:

- To access and, where applicable, to obtain copies of the Personal Data;
- To request the rectification or correction of the Personal Data if they are incomplete or incorrect;
- To require the deletion of the Personal Data, unless there is a legitimate reason for LuxSE to justify storing them;
- To require that the processing of the Personal Data be limited; and
- To object to the processing of Personal Data. However, this may be an obstacle to entering into a relationship or to the contractual relationship continuing between the Issuer and LuxSE.

To exercise these rights, the Client or the data subject may contact LuxSE by email at privacy@luxse.com. Similarly, if any of the Personal Data provided to LuxSE changes or becomes no longer up-to-date, the Issuer or the data subject should send an email to **privacy@luxse.com**. LuxSE will not be responsible for any losses arising from any inaccurate, inauthentic, deficient or incomplete Personal Data provided to LuxSE.

In addition, if the Client and/or the data subject considers that the processing of its personal data by LuxSE infringes the GDPR, the Client and/or the data subject can lodge a complaint with the CNPD (Commission Nationale pour la Protection des Données)

13.2 Definitions

Beneficial owners

In accordance with the law of the 12 November 2004, a "beneficial owner" means any natural person(s) who ultimately owns or controls the customer or any natural person(s) on whose behalf a transaction or activity is being conducted.

The concept of beneficial owner shall include at least, **in the case of corporate entities**:
Any **natural person who ultimately owns or controls directly or indirectly, a percentage of more than 25% of the shares or voting rights or ownership interest** in that entity, including through bearer shareholdings, or through control via other means other than a company listed on a regulated market that is subject to disclosure requirements consistent with European Union law or subject to equivalent international standards which ensure adequate transparency of ownership information.

If, after having exhausted all possible means and provided there are no grounds for suspicion, no person under point (I) is identified, or if there is any doubt that the person(s) identified are the beneficial owner(s), **any natural person who holds the position of senior managing official**.

According to the *"Declaration of beneficial owners at RBE Explanatory Guide*[4]*"*, the senior management official is to be understood in general as **the legally prescribed management body** and not only, for example, the chairperson of a Board of Directors. The senior management official may also be considered to be **the Chief Executive Officer** for the day-to-day management or any other equivalent body appointed by virtue of legal or statutory provisions, in which case only the Chief Executive Officer is to be recorded.

[1] *The Luxembourg register of beneficial owner.*

Control through other means may be determined in accordance with the following criteria:

(I) The direct or indirect right to exercise a dominant influence over a customer, on the basis of a contract entered into with that customer or of a clause of the articles of association of that customer, where the law governing that customer allows being subject to such contracts or such statutory clauses;

(II) The fact that a majority of the members of the administrative, management or supervisory bodies of the customer, in office during the financial year as well as the preceding financial year and until the preparation of the consolidated financial statements, were appointed through direct or indirect exercise of the voting rights of one natural person;

(III) The direct or indirect power to exercise or the actual direct or indirect exercise of a dominant influence or control over the customer, including the fact that the customer is placed under a single management with another undertaking;

(IV) An obligation, under the national law to which the parent undertaking of the customer is subject, to prepare consolidated financial statements and a consolidated management report;"

(V) The customers shall sign, as explained in article 17 of the CSSF 12-02 regulation (as amended and/or replaced from time to time as the case may be), an explicit declaration (stating surname, first name, place and date of birth, nationalities, postal address of the customer's main residence) in that respect and commit to communicate any subsequent changes of the beneficial ownership without delay to the professional.

Direct Electronic Access ("DEA")

MiFID 2 Art 4 (41): "an arrangement where a member or participant or client of a trading venue permits a person to use its trading code so the person can electronically transmit orders relating to a financial instrument directly to the trading venue and includes arrangements which involve the use by a person of the infrastructure of the member or participant or client, or any connecting system provided by the member or participant or client, to transmit the orders (direct market access) and arrangements where such an infrastructure is not used by a person (sponsored access)."

Algorithmic trading

MiFID 2 Art 4 (39): "trading in financial instruments where a computer algorithm automatically determines individual parameters of orders such as whether to initiate the order, the timing, price or quantity of the order or how to manage the order after its submission, with limited or no human intervention, and does not include any system that is only used for the purpose of routing orders to one or more trading venues or for the processing of orders involving no determination of trading parameters or for the confirmation of orders or the post trade processing of executed transactions."