LUXEMBOURG
STOCK EXCHANGE

MARKET MAKING

Registration 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)*

incorporated in *(please insert country)*

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)*

and Member code *(please insert Member code)*

(the **"Member"** or the **"Market Maker"**)

Whereas LuxSE operates the Bourse de Luxembourg market (regulated market) and the Euro MTF market.

Whereas the Market Maker is a member of the LuxSE (i.e. it has executed a Membership and Trading Platform Application Form – or any equivalent document - and has been accepted as a member by LuxSE).

Whereas the Member wishes to become a market maker as defined in Article 4(1)(7) of Directive 2014/65/ EU (MIFID II)[1] and, to carry out, for its own account, Market Making Activities for determined financial instruments in accordance with the applicable laws and the provisions of the Agreement (as defined below). Market Making Activities means algorithmic trading activities pursuing a market making strategy on a trading venue carried out by the Member/ Market Maker.

Capitalised terms not otherwise defined herein shall have the meaning ascribed to them in the Terms and Conditions (as defined in section 2 below).

[1] *According to article 4(1)(7) of Directive 2014/65/EU, "Market Maker" means a person who holds himself out on the financial markets on a continuous basis as being willing to deal on own account by buying and selling financial instruments against that person's proprietary capital at prices defined by that person.*

1 Purpose and Scope

1.1 Scope

LuxSE runs a market maker programme governed by the Agreement (as defined in section 2 below). This market maker programme is dedicated to members of LuxSE that agree to provide liquidity on the Markets operated by LuxSE according to certain criteria, detailed in the Operating Terms (as defined in section 2 below).

1.2 Eligibility criteria

The Member submitting this Registration Form must be an eligible market maker as defined in the Agreement and, as the case may be, in the Rules and Regulation.

When the Member is acting in its capacity as Market Maker, the Member represents that, when, it is trading solely for its own account.

1.3 Market Making Scheme

Certain Financial Instruments are subject to Market Making Schemes in accordance with the Terms and Conditions and the Operating Terms.

2 Applicable documentation

LuxSE runs a market making programme governed by the following documents (together the **"Agreement"**):

- The present Market Making Registration Form (the **"Registration Form"**),
- Any updated list of Financial Instruments provided by the Market Maker (if any),
- The Market Making Terms and Conditions as amended from time to time (the "Terms and Conditions" or "T&Cs"), and
- The Market Making Operating Terms (the "Operating Terms").

The Agreement set out the terms and conditions applicable to the Market Maker.

The Market Maker may amend, at any time, the list of Financial Instruments as attached in Appendix 1 by sending by mail or by email (or by any other method as agreed between the Parties) a file (e.g. Excel) or any update form (the "Updated List"). The Market Maker agrees that LuxSE shall rely upon and consider as valid any Updated List (whether signed or not) transmitted by the Client by email as if such Updated List was actually provided in paper form with original signature(s) of duly authorised persons. When the Updated List is provided by email, the Market Maker recognizes and fully accepts the associated risks pertaining to the transmission of such Updated 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.

By signing the Registration Form, the Market Maker agrees to comply with and be bound by the Terms and Conditions and the Operating Terms as amended, replaced or supplemented from time to time.

Completion and signature of the Registration Form by authorised persons of the Market Maker constitutes an agreement between the Market Maker and LuxSE.

3 Scope of the Market Making activities

The Market Maker agrees to support LuxSE by providing liquidity in the Financial Instruments traded on LuxSE in accordance with the Agreement, the Rules and Regulations and any applicable law and regulation. The Financial Instruments for which the Market Maker will supply Market Making Activities are listed in Appendix 1 as amended from time to time.

4 Effective date

The Agreement will enter into force as of the date confirmed by LuxSE to the Market Maker.

5 Notice and Contacts

5.1 For LuxSE

Notices and communications

Notices and communications will be addressed to:
Bourse de Luxembourg, SA • B.P. 165 L-2011 Luxembourg
Attn: **Market & Surveillance Department**

Team of contact: **Market & Surveillance team**
Phone number: **+352 477936 200**
E-mail address: **dms@luxse.com**

5.2 For the Market Maker

Trading Desk

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):

6 Amendments

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

7 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:**	

Market Maker
(please insert name of the Market Maker)

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