

## EURONEXT BLOCK – NOMINATED CLIENT PROGRAMME

### TO BE SIGNED BY A MEMBER AND CLIENT

This Application Form (the “**Application Form**”) is to be completed and signed by a Member and its Client in order for the latter to participate in the Euronext Block Nominated Client Programme for the purpose of recognising, monitoring and scorecarding the trading activity and liquidity contribution of the indirect participant.

Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Euronext Block Rule Book (the “**Rules**”).

The Nominated Client Programme is governed by the applicable Rules (including any related Notice), as amended from time to time, which shall prevail in case of discrepancies with the Application Form. The Rules are available on the Euronext Block website or upon request through your usual Euronext contact.

By executing the Application Form, the Member and its Client acknowledge and agree that the signed and scanned version of the document as sent to [euronextmembership@euronext.com](mailto:euronextmembership@euronext.com) shall constitute evidence of the conclusion and acceptance of the terms of a legally binding agreement between the parties.

Please email this documentation duly signed to [euronextmembership@euronext.com](mailto:euronextmembership@euronext.com).

## SECTION 1 MEMBER’S PROVISIONS

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*To be completed by the Member allowing participation to the Nominated Client Programme by its Client.*

On behalf of the Member which he/she duly represents, the undersigned hereby notifies Euronext that it allows its Client, as described below, to participate in the Nominated Client Programme in accordance with the relevant terms and conditions described in Section 3 of the Application Form.

Legal name of Client:	
Registered office:	

The Application Form is made exclusively in relation to the aforementioned Client. Neither the Member nor the Client is permitted to assign, transfer or delegate to any other person except in the circumstances provided for in Rule 2101/3.

In addition, any amendment of the Member’s or the Client’s identity and/or characteristics as described in the Application Form will involve another Application Form to be separately completed and executed.

The undersigned Member acknowledges and agrees that its Client will be able to participate to the Nominated Client Programme.

The Member acknowledges and agrees that, pursuant to the Rules, it retains full responsibility for the conduct of all business executed on the Euronext Markets by the Client.

The Member further represents and certifies that it will dedicate exclusive SLE sessions or relevant Client identification fields to the Client activity under the Nominated Client Programme unless otherwise prescribed by Euronext.

Under the Nominated Client Programme, Euronext will provide the relevant monthly invoice to the Member. Billing arrangements will remain unchanged between Euronext and the Member.

Signed for and on behalf of the Euronext Member:

Legal name of Member:	
Euronext Member code(s):	
Signature of Authorised Signatory:	
Name of Authorised Signatory:	
Phone No. of Authorised Signatory:	
Email for Authorised Signatory:	
List of FIX sessions and/or Client identifier field(s) dedicated exclusively to the Client activity	Please enter electronically, respecting upper and lower cases.
Date:	

## SECTION 2 CLIENT'S PROVISIONS

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*To be completed by the Client that intends to participate to the Nominated Client Programme in relation to the above described Member.*

On behalf of the Client which he/she duly represents, the undersigned hereby notifies Euronext that it intends to participate in the Nominated Client Programme in accordance with the relevant terms and conditions described in Section 3 of the Application Form.

Any amendment of the Client's identity and/or characteristics as described in the Application Form will involve another Application Form to be separately completed and executed.

The Client acknowledges that it has been informed about commitments and benefits of the Nominated Client Programme as published by Euronext.

The undersigned Client acknowledges and agrees that the Nominated Client Programme does not create any contractual relationship with Euronext.

Signed for and on behalf of the Client:

Client legal firm name:	
Registered office:	
Signature of Client's Representative:	
Name of Client's Representative:	
Phone No. of Client's representative:	
Email for Client's representative:	
Date:	

## SECTION 3 GENERAL TERMS AND CONDITIONS OF THE PROGRAMME

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The Application Form comprises these terms and conditions (the “**T&Cs**”) which shall apply and govern the Nominated Client Programme, as well as any policies and guidance communicated by Euronext from time to time further describing or modifying the Nominated Client Programme.

- Subscription to the Nominated Client Programme by the Non-Member is subject to execution of the Application Form by both the Member and its Client.
- The Transactions by the Client under the Nominated Client Programme shall be recorded in a specific internal audit trail book which allows, among other things, reconciliation checks and score carding.
- Euronext, acting through the Relevant Euronext Market Undertaking(s), provides the Nominated Client Programme in consideration of the Member’s and/or the Client’s compliance with the T&Cs, as relevant, and without prejudice to the Member and/or the Client’s compliance with any relevant separate agreement(s).
- Relevant Euronext Market Undertaking(s) may suspend trading, and/or may suspend all or part of the Member’s trading, on any relevant Euronext Market, in which case the participation of the Nominated Client Programme by the Client may be automatically suspended as a result.
- Euronext may at any time, for any legitimate reason, deny, amend, suspend and/or terminate the Nominated Client Programme.
- The Client or the Member may terminate its participation to the Nominated Client Programme by registered letter with return receipt being sent to Euronext subject to a 5-day notice period.
- “The Member and the Client acknowledge and accept that the Nominated Client Programme shall form part of the Services for the purposes of, and as defined under, the Euronext Trading Platform Access Agreement as amended from time to time and that the provisions of that agreement where applicable, including but not limited to those relating to Limitation of Liability and Indemnification, shall apply in full to the Nominated Client Programme.”
- The Client shall keep confidential any information relating to the Member or to Euronext disclosed or available to it in relation to the Application Form and the Nominated Client Programme generally and shall not disclose such confidential information to any third party for any reason (except to its officers, employees, representatives, contractors and advisors, and in the case of the Member to its Affiliates, to the extent that they need to know such confidential information). The Client shall ensure that any officers, employees, representatives, contractors and advisors are aware of and comply with the terms of this clause.
- Euronext will not make public the identity of the Client, except with its express approval.
- Euronext will not make public any of the Client’s transaction information except on an aggregated, non-attributable basis.
- The Member and the Client are informed that personal data may be collected within the terms of the Nominated Client Programme. These data may be personal data of individuals at the Member and the Client (“Data Subjects”). Personal data relating to Data Subjects are provided by the Member and the Client to Euronext. The Member and the Client shall, on behalf of Euronext, provide notice to Data Subjects in accordance with applicable law and regulation, which may include confirmation that:

- (i) personal data collected are identification data in order to facilitate the performance of the Nominated Client Programme
- (ii) if relevant and to the extent needed for the execution of the Nominated Client Programme, these data may be communicated to any Euronext's affiliate, subcontractor or competent authorities, including those located in countries outside the European Economic Area;
- (iii) these data will be retained by Euronext as long as necessary for the performance of the Nominated Client Programme and for compliance with applicable law and regulation;
- (iv) the Data Subjects are responsible for notifying Euronext of any modification of their identification data or any other information relevant to the processing of their personal data (such as, but not limited to, their objection to the processing of their personal data on legitimate grounds or that they will no longer be using the Reporting Solution) so that Euronext is able to update or delete as the case may be, the Data Subjects' personal data and comply with applicable law and regulation;
- (v) the Data Subjects have a right to access, amend or delete (where applicable) personal data relating to them, to object to the processing of their personal data by Euronext on legitimate grounds and to submit a complaint to the competent data privacy authority. Apart from the latter, these rights can be exercised by sending an email to: [cil@euronext.com](mailto:cil@euronext.com).

Such notice may in addition include any other information as required by applicable law and regulation. By executing and sending the Application form, the Member and the Client confirm that it has informed the relevant Data Subjects of the purpose and the conditions of the processing of the Data Subjects' personal data by Euronext as detailed herein. The Member and the Client represent and warrant that these data are at all times collected, processed and provided to Euronext in accordance with all applicable law and regulation, including without limitation that relating to the protection of individuals with regard to the processing of personal data. The Member and the Client undertakes to indemnify and hold harmless Euronext against any loss, claim, procedure or penalty whatsoever arising from any breach by the Member or the Client of these representations and warranties.