

# Börse Berlin Equiduct Trading Participation Documentation

This form should be read and completed in conjunction with

- Rulebook of Börse Berlin Equiduct Trading
- If you need further assistance please contact [Membership@boerse-berlin.de](mailto:Membership@boerse-berlin.de)
- Please send the completed application form to Börse Berlin, c/o Artur Fischer, Fasanenstraße 85, 10623 Berlin

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## **SECTION 1. APPLICATION FOR ADMISSION AS EXCHANGE MEMBER OF BÖRSE BERLIN**

### **ABSCHNITT 1. ANTRAG AUF ZULASSUNG ALS HANDELSTEILNEHMER AN DER BÖRSE BERLIN**

- I. Pursuant to Art. 16 Para. 1 of the Exchange Rules of Börse Berlin<sup>1</sup>, we hereby apply for admission to participate as a Member in exchange trading.

*Wir beantragen gemäß § 16 Absatz 1 der Börsenordnung der Börse Berlin die Zulassung zur Teilnahme am Börsenhandel.*

- II. We apply for admission to participate in electronic trading in

*Die Zulassung wird beantragt für die Teilnahme am elektronischen Handel für die in der Anlage gekennzeichneten Handelssegmente in*

➤ HybridBook	Yes/No <i>Ja/Nein</i>
➤ PartnerEx	Yes/No <i>Ja/Nein</i>
➤ Will your firm be acting as a Market Maker? <i>Werden Sie als Market Maker tätig sein?</i>	Yes/No <i>Ja/Nein</i>

<sup>1</sup> The Rulebook of Börse Berlin Equiduct Trading can be found at [www.equiduct-trading.com](http://www.equiduct-trading.com); a translation of certain German regulations mentioned later in this document is attached as Schedule F to this document.

## SECTION 2. GENERIC PARTICIPANT INFORMATION

### ABSCHNITT 2. ALLGEMEINE ANGABEN

#### 2.1 Participant Details

##### *Angaben zum Antragsteller*

Name of Applying Company <i>Name des antragstellenden Unternehmens</i>	
Registered Address <i>Hauptsitz</i>	
Office Address (if different from above) <i>Büroanschrift (falls abweichend von oben)</i>	

Will your firm be accessing Börse Berlin Equiduct Trading from multiple locations (Head Quarters, Branch offices)? Yes / No

*Wird Ihr Unternehmen von mehreren Stellen Zugang zu Börse Berlin Equiduct Trading haben (Hauptsitz, Zweigniederlassungen)?* *Ja / Nein*

Please complete a separate application form for each legally established branch.

*Bitte füllen Sie für jede Zweigniederlassung ein separates Antragsformular aus.*

#### 2.2 Contact details

##### *Ansprechpartner*

Primary contact for application <i>Allgemein</i>	
Name	
Title	
E-mail	
Telephone	

<b>Connectivity / Information Technology contact</b>	
<i>Technik</i>	
Name	
Title	
E-mail	
Telephone	
<b>Legal and Compliance contact</b>	
<i>Recht und Compliance</i>	
Name	
Title	
E-mail	
Telephone	
<b>Trading contact</b>	
<i>Handel</i>	
Name	
Title	
E-mail	
Telephone	
<b>Settlements / Operations contact</b>	
<i>Abwicklung</i>	
Name	
Title	
E-mail	
Telephone	
<b>Billing contact</b>	
<i>Rechnungswesen</i>	
Name	
Title	
E-mail	
Telephone	

## **2.3 Billing**

### ***Bankverbindung***

Please note that, if you are a UK resident, we will issue you with a Direct Debit mandate in order to collect fees on a monthly basis.

*Bitte erteilen Sie uns eine Bankeinzugsvollmacht für die monatlich anfallenden Gebühren, wenn der Sitz Ihres Unternehmens in Deutschland ist.*

If you are unable to use Direct Debit, an additional administration fee will be charged.

*Sollte Ihnen das Einzugsverfahren nicht möglich sein, werden wir eine zusätzliche Verwaltungsgebühr erheben.*

## SECTION 3. REGULATION AND COMPLIANCE

### ABSCHNITT 3. RECHT UND COMPLIANCE

#### 3.1 Regulatory status

##### *Rechtsstatus*

We confirm that our business operations constitute a commercially organized business in both scope and nature and that we are, with respect to the instruments named in Art. 1 Para. 1 of the Exchange Rules which are tradeable on the Exchange, professionally engaged in the business of

*Wir versichern, dass unser Gewerbebetrieb nach Art und Umfang einen in kaufmännischer Weise eingerichteten Geschäftsbetrieb darstellt, und dass wir gewerbsmäßig bei den in § 1 Absatz 1 der Börsenordnung genannten Gegenständen, die börsenmäßig handelbar sind,*

<p>➤ purchasing and selling for our own account (proprietary business) <i>die Anschaffung und Veräußerung für eigene Rechnung betreiben (Eigengeschäft)</i></p>	<p>Yes/ No Ja/Nein</p>
<p>➤ purchasing and selling in our own name for the account of third parties (commission business) <i>die Anschaffung und Veräußerung im eigenen Namen für fremde Rechnung (Finanzkommissionsgeschäft) betreiben</i></p>	<p>Yes/ No Ja/Nein</p>
<p>➤ procuring purchases and sales of investments (agency business). <i>Die Vermittlung von Verträgen über die Anschaffung und Veräußerung übernehmen (Anlagevermittlung).</i></p>	<p>Yes/ No Ja/Nein</p>

<p>In Germany we are registered/ admitted as:</p> <p><i>Wir sind in Deutschland registriert/zugelassen als:</i></p> <ul style="list-style-type: none"> <li>➤ A credit institution <i>Kreditinstitut</i></li> <li>➤ A Financial Services Institution <i>Finanzdienstleistungsinstitut,</i></li> <li>➤ A company acting according to Art. 53b of the German Banking Act (applies for non German members of the European Union<sup>2</sup>) <i>nach § 53 b des Gesetzes über das Kreditwesen tätiges Unternehmen</i></li> <li>➤ A broker with price determination responsibility on the exchange <i>Skontroführer an der Börse</i></li> </ul> <p>Please provide copy of your certificate of registration and approval of registration by the relevant Supervisory Authority. <i>Bitte fügen Sie eine Kopie der Zulassung durch die zuständige Aufsichtsbehörde bei.</i></p>	<p>Yes/No <i>Ja/Nein</i></p> <p>Yes/No <i>Ja/Nein</i></p> <p>Yes/No <i>Ja/Nein</i></p> <p>Yes/No + "Name of Exchange" <i>Ja/Nein + "Name der Börse"</i></p> <p>Attached / To Follow <i>Beigefügt / wird nachgereicht</i></p>
<p>In case the above does not apply, please provide official documentation of the registration of your firm in your country of incorporation and approval of registration by your Supervisory Authority. <i>Trifft Vorstehendes nicht zu, fügen Sie bitte die Kopie der Registrierung / Zulassung in Ihrem Heimatland bei.</i></p>	<p>Attached / To Follow <i>Beigefügt / wird nachgereicht</i></p>
<p>Please provide copy of your Articles of Association or shareholders' agreement. <i>Bitte fügen Sie eine Kopie der Satzung oder des Gesellschaftsvertrages bei.</i></p>	<p>Attached / To Follow <i>Beigefügt / wird nachgereicht</i></p>
<p>If you are not based in Germany please provide details of a proxy to accept service on your behalf by completing Schedule A – Mail Authority <i>Falls Ihr Unternehmen seinen Sitz außerhalb Deutschlands hat, erteilen Sie bitte durch Ausfüllen von Anhang A eine Postempfangsvollmacht.</i></p>	<p>Attached / To Follow Not Required <i>Beigefügt / wird nachgereicht Nicht anwendbar</i></p>

<sup>2</sup> Translation of Art. 53b of the German Banking Act is provided in Schedule F of this document.

### 3.2 Compliance

#### *Compliance*

The following persons who, in accordance with the law, Articles of Association or shareholders agreement, are entrusted with the management of the company's business and authorized to represent it (Proprietor, Managing Director, Member of the Board of Management), shall be registered as "Nominated Persons" pursuant to Art. 18 Para. 1 No. 1 of the Exchange Rules:

*Die folgenden Personen, die nach Gesetz, Satzung oder Gesellschaftsvertrag mit der Führung der Geschäfte des Unternehmens betraut und zu seiner Vertretung berechtigt sind (Geschäftsinhaber, Geschäftsleiter, Vorstand), sollen als „benannte Person“ gemäß § 18 Absatz 1 Nr. 1 der Börsenordnung registriert werden:*

1 First Name, Name and position within company / *Vorname, Name und Position im Unternehmen*

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2 First Name, Name and position within company / *Vorname, Name und Position im Unternehmen*

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Please complete Schedule B – Application for Registration as "Nominated Person" on Börse Berlin for each person to be registered.

*Bitte füllen Sie Anhang B – Registrierung als „Benannte Person“ an der Börse Berlin für jede zu registrierende Person aus.*

We will immediately inform the Management Board of Börse Berlin in writing of changes with respect to the above named persons using Schedule B – Application for Registration as "Nominated Person" on Börse Berlin

*Änderungen hinsichtlich der vorstehend genannten Personen werden wir der Geschäftsführung der Börse Berlin unverzüglich schriftlich unter Verwendung von Anhang B – Registrierung als „benannte Person“ an der Börse Berlin mitteilen.*

<p>Please confirm that the appropriate members of your staff are familiar with the Exchange Rules and Terms and Conditions for Trading on Börse Berlin as well as the Market Model of Equiduct Trading and are committing to comply with these Rules.</p>	<p>Yes/No</p>
<p><i>Bitte bestätigen Sie, dass den betroffenen Mitarbeitern die Börsenordnung und die Bedingungen für Geschäfte an der Börse Berlin sowie das Marktmodell von Equiduct Trading bekannt sind und diese Regeln beachtet werden.</i></p>	<p><i>Ja/Nein</i></p>

<p>Please confirm that you understand your reporting obligations to the Federal Financial Supervisory Authority (BAFin) when trading on Börse Berlin. (Art. 9 Para. 1 of the German Securities Trading Act)</p> <p>(Participants from member states of the European Union which already fulfill their reporting obligations in their country of origin just underline 'Not applicable')</p> <p>For the purpose of 'venue identification' according to No. 21 Table 1 of Annex I Comm Reg. 1287/06 (transaction reporting to the competent authority), the EQTB MIC-Code identifies Börse Berlin-Equiduct Trading. However for currently 40 German stocks a reporting under the MIC-Code EQTA is required. A complete list of all instruments and their applicable MIC-Code can be found at <a href="http://www.equiduct-trading.com/home/downloads.asp">www.equiduct-trading.com/home/downloads.asp</a>.</p> <p><i>Bitte bestätigen Sie, dass Sie mit Ihre Meldeverpflichtungen gegenüber der Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) nach § 9 Abs. 1 des Wertpapierhandelsgesetzes (WpHG) vertraut sind.</i></p> <p><i>Die Identifizierung der Handelsplattform Börse Berlin – Equiduct Trading für die Meldung von Wertpapiergeschäften gem. § 9 WpHG i.V.m. Nr. 21 der Tabelle 1 des Anhanges 1 der Verordnung (EG) Nr. 1287/2006, erfolgt durch das Kürzel EQTB. Für ca. 40 Werte des Regulierten Marktes erfolgt die Meldung unter EQTA. Eine vollständige Liste aller gehandelten Werten und der entsprechenden Kürzel finden Sie unter <a href="http://www.equiduct-trading.com/home/downloads.asp">www.equiduct-trading.com/home/downloads.asp</a></i></p>	<p>Yes/No</p> <p>Not applicable</p> <p>Ja/Nein</p> <p>Nicht anwendbar</p>
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### 3.3 Trading

#### **Handel**

What symbol would you like to be used to represent your firm in the Equiduct Trading system (four alphanumeric digits)?

*Welches Kürzel soll für Ihr Unternehmen im Equiduct Trading System benutzt werden (vier alphanummerische Stellen)?*

**SECTION 4. EXCHANGE TRADERS**  
**ABSCHNITT 4. BÖRSEHÄNDLER**

Pursuant to Art. 21 Para. 1 of the Exchange Rules, we apply for the admission of the following individuals who shall be authorized as Exchange Traders to execute transactions on Börse Berlin on behalf of our company:

*Wir beantragen gemäß § 21 Absatz 1 der Börsenordnung die Zulassung der folgenden Personen, die als Börsenhändler berechtigt sein sollen, an der Börse Berlin für unser Unternehmen Börsengeschäfte abzuschließen:*

1.	First name, name / <i>Vorname, Name</i>
2.	First name, name / <i>Vorname, Name</i>
3.	First name, name / <i>Vorname, Name</i>

Please complete Schedule C - Application for Admission as an Exchange Trader for each trader to be admitted.

*Bitte füllen Sie Anhang C – Antrag auf Zulassung als Börsenhändler für jeden zuzulassenden Börsenhändler aus.*

We will inform the Membership Admission department of Börse Berlin in writing of changes with respect to the above using Schedule C - Application for Admission as an Exchange Trader

*Änderungen hinsichtlich der vorstehend genannten Personen werden wir der Geschäftsführung der Börse Berlin unverzüglich schriftlich unter Verwendung von Anhang C – Antrag auf Zulassung als Börsenhändler mitteilen*

## SECTION 5. TRADING SEGMENTS AND CLEARING

### ABSCHNITT 5. HANDELSSEGMENTE UND CLEARINGSVERBINDUNG

Our company's admission to participate in electronic trading on Börse Berlin shall be effective for the following trading segments according to Art. 20 Para. 1 No. 1 of the Exchange Rules of Börse Berlin:

*Die Zulassung unseres Unternehmens zur Teilnahme am elektronischen Handel an der Börse Berlin soll für folgende Handelssegmente gemäß § 20 Abs. 1 Nr. 1 der Börsenordnung der Börse Berlin gelten:*

Segment <i>Handelssegment</i>	Access Required <i>Zugang gewünscht</i>	Clearing by <i>Clearing durch</i>	Self Clear or GCM <i>Eigene Clearing- Verbindung oder über GCM</i>
Belgium <i>Belgien</i>	Yes / No		
France <i>Frankreich</i>	Yes / No		
Germany <i>Deutschland</i>	Yes / No		
The Netherlands <i>Niederlande</i>	Yes / No		
Portugal <i>Portugal</i>	Yes / No		
UK <i>Großbritannien</i>	Yes / No		

We acknowledge that we may only participate in those trading segments where we have access to the stipulated Clearing Institution.

*Uns ist bekannt, dass wir nur in den Segmenten am Handel teilnehmen können, in denen wir Zugang zu den vorgegebenen Clearing Institutionen haben.*

We will inform the Management Board of Börse Berlin in writing of changes with respect to the above using Schedule D – Amendment to Trading Segments and Clearing providing at least three (3) trading days notice of any change.

*Änderungen hinsichtlich des Vorstehenden werden wir der Geschäftsführung der Börse Berlin schriftlich unter Verwendung von Anhang D – Änderungen von Handelssegmenten oder Clearingverbindungen mindestens drei (3) Handelstage vor Wirksamwerden mitteilen*

## **SECTION 6. ADMISSION AS MARKET MAKER OR PARTNEREX MARKET MAKER**

### **ABSCHNITT 6. ZULASSUNG ALS MARKET MAKER ODER PARTNEREX MARKET MAKER**

This form must be submitted at least three (3) trading days before the beginning of Market Making on Börse Berlin.

*Dieses Formular muss mindestens drei (3) Handelstage vor Beginn des Market Making bei der Börse Berlin eingegangen sein.*

- I. Pursuant to Art. 48 Para. 1 of the Exchange Rules of Börse Berlin, we hereby apply for admission as Market Maker or PartnerEx Market Maker.

*Wir beantragen gemäß § 48 Abs. 1 der Börsenordnung der Börse Berlin die Zulassung als Market Maker oder als PartnerEx Market Maker.*

- II. We carry out the purchase and sale of financial instruments in our own name for third parties accounts (commission business) in the sense of Art. 1 Para. 1 No. 4 of the German Banking Act. Yes/No

*Wir betreiben die Anschaffung und die Veräußerung von Finanzinstrumenten im eigenen Namen für fremde Rechnung (Finanzkommissionsgeschäft) im Sinne des § 1 Abs. 1 Ziff. 4 des Kreditwesengesetzes.*  
*Ja/Nein*

In the event that the above is correct, we declare that we have within our company taken organisational measures to prevent any eventual conflict of interests. In particular, we have prevented communication between those persons who are working in the realm of Market Making or PartnerEx Market Making and those involved in the financial commission work of our Company. Yes/No

*Falls Vorstehendes zutrifft, erklären wir, dass wir innerhalb unseres Betriebes organisatorische Vorkehrungen getroffen haben, die sich evtl. ergebende Interessenkonflikte ausschließen. Insbesondere Informationsflüsse zwischen den im Rahmen des Market Making oder PartnerEx Market Making tätigen Personen und den im Finanzkommissionsgeschäft tätigen Personen unseres Unternehmens sind ausgeschlossen.*  
*Ja/Nein*

Please complete and submit a spreadsheet with the following information for instruments for which the firm intends to Make Markets.

*Bitte informieren Sie uns anhand einer Tabelle, die folgende Angaben enthalten soll, für welche Papiere Ihr Unternehmen als Market Maker oder PartnerEx Market Maker handeln wird.*

Security ISIN	Currency	Name	Market Maker	PartnerEx MM
			Yes / No	Yes / No

We will inform the Management Board of Börse Berlin in writing of changes with respect to the above using Schedule E – Amendment to Market Making providing at least three (3) trading days notice of any change.

*Änderungen hinsichtlich der vorstehend angegebenen Wertpapiere werden wir der Geschäftsführung der Börse Berlin schriftlich unter Verwendung von Anhang E – Änderungen der Registrierung als Market Maker mindestens drei (3) Handelstage vor ihrem Wirksamwerden mitteilen.*

**SECTION 7.           SIGNATURE TO THE APPLICATION**  
**ABSCHNITT 7.           UNTERZEICHNUNG DES ANTRAGS**

We affirm that all information provided is complete and correct.

*Wir bestätigen, dass alle gemachten Angaben vollständig und richtig sind.*

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Date/ Datum

Company stamp and authorized signature/ Firmenstempel und Unterschrift

## Schedule A – Mail Authority, Authorization to accept service

(Not applicable to applicants that chose Börse Berlin AG as proxy in section 9.2 of the Participant Agreement.)

### Applicant/ Antragsteller

Company Name / Name des Unternehmens

Börse Berlin

Attn: Membership Admissions

Address/ Anschrift

Fasanenstraße 85

Berlin

Contact Name / Name des Ansprechpartners

10623



Germany

- I. I hereby authorize, \_\_\_\_\_ (name of agent person/ company) of \_\_\_\_\_ (Full Address), resident within the boundaries of the Federal Republic of Germany to accept service (including mail of the Exchange Supervisory Authority and mail to be personally delivered) on behalf of \_\_\_\_\_ (Exchange Member) or any person admitted as an exchange trader for \_\_\_\_\_ (Exchange Member) within the scope of the admission as member at Börse Berlin.

The exchange traders acting on behalf of \_\_\_\_\_ (Exchange Member) duly agreed to this authorization.

\_\_\_\_\_  
Name and Date

\_\_\_\_\_  
Company stamp and authorized signature of Member



- II. We accept and affirm the authorization.

\_\_\_\_\_  
Name and Date

\_\_\_\_\_  
Company stamp and authorized signature

## Schedule B – Application for Registration as “Nominated Person” on Börse Berlin

### Anhang B - Registrierung als „Benannte Person“ an der Börse Berlin

<p>Börse Berlin</p> <p>Attn: Membership Admissions</p> <p>Fasanenstraße 85</p> <p>Berlin</p> <p>10623</p> <p>Germany</p>	<p>Applicant/ Antragsteller</p> <p>Company Name / Name des Unternehmens</p> <hr/> <p>Address/ Anschrift</p> <hr/> <p>Contact Name / Name des Ansprechpartners</p> <hr/> <p> </p> <hr/>
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I. Pursuant to Art. 18 Para. 1 No. 1 of the Exchange Rules of Börse Berlin we hereby apply for the registration of the individual named below as “nominated person”.

*Hiermit beantragen wir für die nachfolgend aufgeführten Person die Registrierung als „Benannte Person“ gemäß § 18 Absatz 1 Nr. 1 der Börsenordnung der Börse Berlin.*

Name, First Name and Maiden Name if applicable/ Name, Vorname, ggf. Geburtsname

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Position

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Business Address/ Postanschrift

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We declare that the individual to be registered has been entrusted with the management and the representation of the business of our company as proprietor or otherwise, by law, articles of association or shareholders agreement and has the necessary professional qualification for securities business on exchanges.

*Wir erklären, dass die zu registrierende Person als Geschäftsinhaber, oder sonst nach Gesetz, Satzung oder Gesellschaftsvertrag mit der Führung der Geschäfte unseres Unternehmens betraut und zu dessen Vertretung ermächtigt ist und die notwendige berufliche Eignung für das börsenmäßige Wertpapiergeschäft besitzt.*

Date/ Datum

Company stamp and authorized signature/ Firmenstempel und Unterschrift

**TO BE COMPLETED BY NOMINATED PERSON** / Von der benannten Person auszufüllen

- II. I affirm that I am neither involved in preliminary investigations by the public prosecutor nor charged with any property, tax or other offences relating to my professional activities or to the participation in exchange trading.

*Ich versichere, dass gegen mich kein strafrechtliches Ermittlungs- oder Hauptverfahren wegen eines für meine berufliche Tätigkeit oder die Teilnahme am Börsenhandel einschlägigen Vermögens-, Steuer- oder sonstigen Delikts anhängig ist.*

- III. I affirm that, during the last five years I have not been brought to trial for any such offences. (Details regarding criminal proceedings which have resulted in a final acquittal or in a withdrawal of prosecution pursuant to Art. 170 of the German Code of Criminal Procedure are not required.)

*Ich versichere, dass während der letzten fünf Jahre auch kein derartiges Strafverfahren gegen mich anhängig gewesen ist. (Angaben über Strafverfahren, in denen ein rechtskräftiger Freispruch oder eine Einstellung nach § 170 StPO erfolgt ist, sind nicht erforderlich.)*

- IV. I affirm that during the last three years, I have not violated the rules for traders and advisors, the guiding principles for staff transactions of bank employees, or comparable internal regulations, provisions of the German Securities Trading Act, in particular the insider regulations and the Code of Conduct, the German Exchange Act or the Exchange Rules and that I am not charged with any such offence (including preliminary investigations by the public prosecutor).

*Ich versichere, dass ich in den vergangenen drei Jahren nicht gegen die Händler- und Beraterregeln, die Leitsätze für eigene Wertpapiergeschäfte der Mitarbeiter von Kreditinstituten oder vergleichbare hausinterne Vorschriften, Vorschriften des Wertpapierhandelsgesetzes, insbesondere der Insiderregelungen und der Wohlverhaltensregeln, das Börsengesetz und die Börsenordnung verstoßen habe und dass keine dementsprechenden Verfahren gegen mich anhängig sind.*

- V. I hereby authorize the company that last employed me to provide information, beyond a professional appraisal, regarding facts pursuant to numbers III. to V. which are relevant for the judgment of my reliability, to the Management Board of Börse Berlin.

*Hiermit ermächtige ich das Unternehmen, für das ich zuletzt tätig war, der Börsengeschäftsführung der Börse Berlin über ein Arbeitszeugnis hinausgehende Auskünfte über Tatsachen gemäß Ziffer III.- V. zu erteilen, die für die Beurteilung meiner Zuverlässigkeit von Bedeutung sind.*

*Note with regard to II. – V.:*

*If one of the affirmations cannot be given or can only be given in a restricted manner, this must be marked accordingly and supplemented with a comment regarding such item on a separate sheet.*

*Hinweis zu II. - V.*



*Kann eine Erklärung nicht oder nur unter Einschränkungen abgegeben werden, so ist dies kenntlich zu machen und zu dem betreffenden Punkt auf einem gesonderten Blatt Stellung zu nehmen.*

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Date/ Datum

Signature/ Unterschrift

**Schedule C - Application for Admission as an Exchange Trader**  
**Anhang C - Antrag auf Zulassung als Börsenhändler**

<p>Börse Berlin</p> <p>Attn: Membership Admissions</p> <p>Fasanenstraße 85</p> <p>Berlin</p> <p>10623</p> <p>Germany</p>	<p>Applicant/ Antragsteller</p> <p>Company Name / Name des Unternehmens</p> <hr/> <p>Address/ Anschrift</p> <hr/> <p>Contact Name / Name des Ansprechpartners</p> <hr/> <p> </p> <hr/> <p>E-mail address/ E-Mail-Anschrift (mandatory/ unbedingt angeben)</p>
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I. Pursuant to Art. 21 Para. 1 of the Exchange Rules of Börse Berlin we hereby apply for the admission of the individual named below as Exchange Trader with authorization to conclude transactions on Börse Berlin on behalf of our company.

*Hiermit beantragen wir, für die nachfolgend aufgeführte Person die Zulassung als Börsenhändler gemäß § 21 Absatz 1 der Börsenordnung der Börse Berlin mit der Berechtigung, an der Börse Berlin für unser Unternehmen Geschäfte abzuschließen.*

Name, Maiden Name if applicable/ Name, ggf. Geburtsname

\_\_\_\_\_  
First Name/ Vorname

\_\_\_\_\_  
Date of Birth/ Geburtsdatum

II. We affirm that

Wir versichern,

- the individual to be admitted has been informed about all relevant legal provisions for trading on Börse Berlin;

*dass die zuzulassende Person über sämtliche maßgeblichen Rechtsvorschriften für den Handel an der Börse Berlin belehrt wurde*

and

und

- the individual to be admitted has the reliability and professional qualifications required for exchange trading. In particular, we do not know of any circumstances which, during his/her employment with ourselves or in earlier times, have given rise to reservations about the personal reliability and/or professional qualifications, or which may lead to such reservations. Should such circumstances occur and/or come to our knowledge after the admission, we will notify the Board of Management of Börse Berlin immediately and/or return the admission.

*dass die zuzulassende Person die für den Börsenhandel notwendige Zuverlässigkeit und berufliche Eignung besitzt. Uns sind insbesondere keine Umstände bekannt, die während ihrer Tätigkeit bei uns oder aus früherer Zeit zu Bedenken hinsichtlich der persönlichen Zuverlässigkeit und/oder ihrer fachlichen Eignung Anlass gegeben haben oder auf solche Bedenken schließen lassen. Sollten derartige Umstände erst nach erfolgter Zulassung eintreten und/oder uns bekannt werden, werden wir die Geschäftsführung der Börse Berlin unverzüglich benachrichtigen und/oder die Zulassung zurückgeben.*

- III. Has the individual to be admitted passed a traders exam? Yes / No

*Hat die zuzulassende Person erfolgreich an einer Börsenhändlerprüfung teilgenommen?*

If yes, please provide copy of the certificate.

*Wenn ja, bitte Prüfungszeugnis beifügen.*

If not, please provide evidence of the expertise (i.e. CV, references or the like)

*Wenn nein, bitte anderweitigen Nachweis über die fachlichen Kenntnisse erbringen.*

- IV. Did the individual to be admitted participate in trading on an exchange or a multilateral trading facility during the past two years for a period of at least six months? Yes / No

*Hat die zuzulassende Person innerhalb der letzten zwei Jahre für einen Zeitraum von mindestens sechs Monaten an einer anderen Börse oder einem Multilateralen Handelssystem am Handel teilgenommen?*

If yes, what exchange/ trading system? \_\_\_\_\_

*Wenn ja, an welcher Börse/ in welchem Handelssystem? \_\_\_\_\_*

If not, please provide evidence of practical experience:

\_\_\_\_\_

*Wenn nein, erbringen wir folgenden anderen Nachweis über die praktische Erfahrung:*

\_\_\_\_\_

---

Date / Datum

Company stamp and authorized signature / Firmenstempel und Unterschrift

**TO BE COMPLETED BY EXCHANGE TRADER / Vom Börsenhändler auszufüllen**

- V. I affirm that I am neither involved in preliminary investigations by the public prosecutor nor charged with any offences according to Art. 261, 263, 263a, 264a, 265b to 271, 274, 283 to 283d, 299 or 300 of the German Criminal Code or according to the German Banking Act, the German Securities Trading Act, the German Exchange Act, the German Securities Deposit Act, the German Money Laundering Act or the German Investment Act, in their relevant version each.

*Ich versichere, dass gegen mich kein Strafverfahren wegen eines Verbrechens oder Vergehens nach §§ 261, 263, 263a, 264a, 265b bis 271, 274, 283 bis 283d, 299 oder 300 des Strafgesetzbuches oder wegen eines Verstoßes gegen das Kreditwesengesetz, das Wertpapierhandelsgesetz, das Börsengesetz, das Depotgesetz, das Geldwäschegesetz oder das Investmentgesetz, in der jeweils geltenden Fassung anhängig oder ein Bußgeldverfahren eingeleitet ist.*

- VI. I affirm that I am neither convicted of nor fined for such offences.

*Ich versichere, dass ich nicht wegen einer solchen Tat rechtskräftig verurteilt wurde oder ein rechtskräftiger Bußgeldbescheid gegen mich ergangen ist.*

- VII. I affirm that neither I myself nor a company I managed are or were involved as debtor in insolvency proceedings, proceedings to take an oath of disclosure or comparable proceedings.

*Ich versichere, dass weder ich noch ein von mir geleitetes Unternehmen als Schuldner in ein Insolvenzverfahren oder ein Verfahren zur Abgabe einer eidesstattlichen Versicherung oder ein vergleichbares Verfahren einbezogen waren oder sind.*

- VIII. I hereby authorize the company that last employed me to provide information, beyond a professional appraisal, regarding facts pursuant to numbers III. to V. which are relevant for the judgment of my reliability, to the Management Board of Börse Berlin.

*Hiermit ermächtige ich das Unternehmen, für das ich zuletzt tätig war, der Börsengeschäftsführung der Börse Berlin über ein Arbeitszeugnis hinausgehende Auskünfte über Tatsachen gemäß Ziffer III.- V. zu erteilen, die für die Beurteilung meiner Zuverlässigkeit von Bedeutung sind.*

Note with regard to V. - VIII:

If one of the affirmations cannot be given or can only be given in a restricted manner, this must be marked accordingly and supplemented with a comment regarding such item on a separate sheet.

*Hinweis zu V. - VIII*

*Kann eine Erklärung nicht oder nur unter Einschränkungen abgegeben werden, so ist dies kenntlich zu machen und zu dem betreffenden Punkt auf einem gesonderten Blatt Stellung zu nehmen.*

---

Date/ Datum

Signature/ Unterschrift

## Schedule D – Amendment to Trading Segments and Clearing

### Anhang D - Änderung von Handelssegmenten oder Clearingverbindungen

Applicant/ Antragsteller

Company Name / Name des Unternehmens

Börse Berlin

Attn: Membership Admissions

Address/ Anschrift

Fasanenstraße 85

Berlin

Contact Name / Name des Ansprechpartners

10623



Germany

With effect from \_\_\_\_\_ (date), our company's admission to participate in electronic trading on Börse Berlin shall be effective for the following trading segments according to Art. 20 Para. 1 No. 1 of the Exchange Rules of Börse Berlin:

*Die Zulassung unseres Unternehmens zur Teilnahme am elektronischen Handel an der Börse Berlin soll für folgende Handelssegmente gemäß § 20 Abs. 1 Nr. 1 der Börsenordnung der Börse Berlin gelten:*

Segment <i>Handelssegment</i>	Access Required <i>Zugang erwünscht</i>	Clearing by <i>Clearing durch</i>	Self Clear or GCM <i>Eigene Clearinganbindung oder über GCM</i>
Belgium/ <i>Belgien</i>	Yes / No		
France/ <i>Frankreich</i>	Yes / No		
Germany/ <i>Deutschland</i>	Yes / No		
The Netherlands/ <i>Niederlande</i>	Yes / No		
Portugal/ <i>Portugal</i>	Yes / No		
UK/ <i>Großbritannien</i>	Yes / No		

We acknowledge that we may only participate in those trading segments where we have access to the stipulated Clearing Institution.

*Uns ist bekannt, dass wir nur in den Segmenten am Handel teilnehmen können, in denen wir Zugang zu den vorgegebenen Clearing Institutionen haben.*



---

Date / Datum

Company stamp and authorized signature / Firmenstempel und Unterschrift

## Schedule E – Amendment to Market Making Intentions

### Anhang E – Änderungen zum Market Making

Börse Berlin  Attn: Membership Admissions  Fasanenstraße 85  Berlin  10623  Germany	Applicant/ Antragsteller Company Name / Name des Unternehmens  <hr/> Address/ Anschrift  <hr/> Contact Name / Name des Ansprechpartners  <hr/> <div style="display: flex; justify-content: space-around;"> <span></span> <span></span> </div> <hr/>
---	--

With effect from \_\_\_\_\_ (date), our company's admission to participate in electronic trading on Börse Berlin shall be amended for the following instruments:

*Mitwirkung vom \_\_\_\_\_ (Datum) soll sich die Zulassung unseres Unternehmens als Market Maker für folgende Werte ändern*

Please complete and submit a dated read only spreadsheet with the following information for instruments to be amended/added or removed from the instrument list.

*Bitte informieren Sie uns über Veränderungen anhand einer mit Datum versehenen Tabelle, die folgende Angaben enthalten soll und die Sie uns als schreibgeschützte Datei zu Verfügung stellen.*

Security ISIN	Currency	Name	Hybrid Book Market Maker	PartnerEx Market Maker
			Yes / No	Yes / No

Date / Datum

Company stamp and authorized signature/ Firmenstempel und Unterschrift

## **Schedule F – Stamp Duty Intermediary relief**

### ***Anhang F – Befreiung von der Stempelsteuer***

Börse Berlin

Attn: Membership Admissions

Fasanenstraße 85

10623 Berlin

Germany

Applicant

Company Name :

Address :

CREST participant code :

Settlement Firm :

Dealing Capacity :

CREST Member ID :

We hereby apply, in accordance with sections 80A and 88A of the UK Finance Act 1986 (as amended by section 73 and Schedule 21 Finance Act 2007), for recognition as an Intermediary and confirm on review of our current business activities that we:

- i. carry on a bona fide business of dealing in shares; and
- ii. do not carry on an "excluded business" as defined within the Finance Act 1986.

#### **For non-UK based Members of Börse Berlin only**

Address in the UK where HM Revenue & Customs may inspect your records:

Applicant/ Antragsteller

Company Name / Name des Unternehmens :

Address/ Anschrift :

Contact Name / Name des Ansprechpartners :



If no address is completed above, the Börse Berlin Member does not have an address in the UK; records may be inspected at the UK office of the appointed clearing agent, with their agreement.

Date

Company stamp and authorized signature

## **Schedule G – Explanation of mentioned Regulations under German Law**

### ***Anhang G – Englische Erklärung der deutschen Paragraphen auf die im Dokument Bezug genommen wird***

For the avoidance of doubt, the "Admission Documentation" is an application form governed by German law, and originally drafted in German language. The English translation above is only provided for convenience purposes. Therefore the following translation of certain stipulations of the German Banking Act, the German Securities Trading Act, the German Criminal Code and the German Criminal Procedure Code makes no claim to completeness or actuality. The German version prevails.

Providing the following explanations is not intended to represent legal advice in any way.

#### ➤ **German Banking Act:**

##### **Art. 1 Para. 1 No. 4**

Credit institutions are enterprises which conduct banking business commercially or on a scale which requires a commercially organized business undertaking. Banking business comprises the purchase and sale of financial instruments in the credit institution's own name for the account of others (principal broking services).

##### **Art. 53b**

A deposit-taking credit institution or securities trading firm domiciled in another state (than Germany) of the European Economic Area may conduct banking business, except for investment fund business, or provide financial services in Germany, either through a branch or by providing cross-border services, without a licence from the Federal Banking Supervisory Office if the enterprise is licensed by the appropriate authorities of the home state, the business it conducts is covered by the licence and the enterprise is supervised by the appropriate authorities in accordance with the Directives issued by the European Community

#### ➤ **German Securities Trading Act**

##### **Art. 9**

(1) Credit institutions, financial services institutions authorized to conduct trading for their own account, enterprises domiciled in a state which is neither a member of the European Union nor a Contracting State to the Agreement on the European Economic Area operating under Section 53 paragraph (1) sentence 1 of the German Banking Act, and enterprises domiciled in Germany and admitted to trading on a German stock exchange shall be required to report to the Federal Supervisory Office no later than the next working day (other than a Saturday) after the conclusion of the transaction, any

transaction in securities or derivatives which are admitted to trading on an organized market in a Member State of the European Union or in another of the Contracting States to the Agreement on the European Economic Area or are traded on the free market (Freiverkehr) of a German stock exchange, if the transaction is concluded in connection with a securities service or for own account. The requirement pursuant to the first sentence of this paragraph shall also apply to the purchase or sale of rights to subscribe securities, in so far as these securities are to be traded on an organized market, and to transactions in shares and warrants in respect of which an application for admission to trading on an organized market or for admission to trading on the free market (Freiverkehr) has been made or publicly announced. The requirement pursuant to the first two sentences of this paragraph shall also apply to domestic entities which operate a system ensuring the settlement of transactions effected on an organized market - in respect of their transactions. The requirements pursuant to the first two sentences of this paragraph shall also apply to undertakings domiciled abroad and authorized to trade on a German stock exchange in respect of transactions concluded by them on a German stock exchange or on the free market (Freiverkehr) in connection with a securities service or for own account.

(1a) Exempt from the requirement pursuant to paragraph 1 above are [German] building societies (Bausparkassen) within the meaning of Section 1 paragraph (1) of the Law on German Building Societies (Gesetz über Bausparkassen) and undertakings within the meaning of Section 2 paragraphs (1), (4) and (5) of the German Banking Act, if they are not admitted to trading on a German stock exchange, as well as housing cooperatives with a savings facility (Wohnungsgenossenschaften mit Spareinrichtung). The requirement pursuant to paragraph (1) above shall also not apply to transactions in units of German investment companies or foreign investment companies in respect of which a repurchase commitment of the companies exists, and to transactions in derivatives within the meaning of section 2 paragraph (2) number 1. b) and d).

(2) The report must be made on data media or by means of remote electronic data transmission. It must include the following information on each transaction:

1. Description of the security or derivative and securities identification number;
2. Date and time of the transaction or the relevant price determination;
3. Price, number and face value of the securities or derivatives;
4. The institutions and enterprises within the meaning of paragraph (1) above which were involved in the transaction;
5. The stock exchange or the stock exchange's electronic trading system, if the transaction is concluded on a stock exchange;
6. A marker to identify the transaction.

Transactions for own account shall be identified separately.

(3) The Federal Ministry of Finance may, by ordinance not requiring the consent of the Bundesrat,

1. issue more detailed regulations on the content, nature, scope and form of the report and on permitted data media and means of transmission;
2. prescribe additional information in so far as this is needed for the performance of the supervisory functions of the Federal Supervisory Office;
3. permit reports by those subject to these requirements to be made, at their expense, by the stock exchange or by a suitable third party, and set out the relevant details;

4. in the case of transactions relating to bonds or certain types of derivatives permit the information specified in paragraph (2) above to be reported in summary form;
5. exempt institutions and enterprises within the meaning of paragraph (1) above from the reporting requirement pursuant to paragraph (1) above in the case of transactions concluded on an organized market in another Member State of the European Union or in another of the Contracting States to the Agreement on the European Economic Area, provided that there are equivalent reporting requirements in that State;
6. in the case of savings banks or credit cooperatives conducting transactions through a central giro institution, a cooperative central bank or a central credit institution permit the report required pursuant to paragraph (1) above to be made by such central giro institution, cooperative central bank or central credit institution, provided and to the extent that this does not detract from the intended purpose of the information requirement.

(4) The Federal Ministry of Finance may by ordinance delegate the authority pursuant to paragraph (3) above to the Federal Supervisory Office.

### ➤ **German Criminal Code**

#### **Art. 261, 263, 263a, 264a, 265b to 271, 274, 283 to 283d, 299, 300**

Basically, all articles refer to offences against property with potential relation to capital markets and stock trading. The list below only provides the titles of the articles. Given the length of the text, it was not considered as appropriate or relevant to provide a complete translation of the whole text here. However, should you require a detailed translation please feel free to contact [membership@boerse-berlin.de](mailto:membership@boerse-berlin.de).

261 – Money laundering; hiding unlawfully obtained financial benefits

263 – Fraud

263a – Computer Fraud

264a – Capital investment fraud

265b to 271 – Obtaining credit by deception, Embezzlement and abuse of trust, Non-payment and misuse of wages and salaries, Misuse of cheque and credit cards, Forgery, Forgery of technical records, Forgery of data intended to provide proof, Meaning of deception in the context of data processing, Causing wrong entries to be made in public records

274 – Suppression of documents; changing a border mark

283 to 283d – Bankruptcy, Aggravated bankruptcy, Violation of book-keeping duties, Extending unlawful benefits to creditors, Extending unlawful benefits to debtors

299 – Taking and giving bribes in commercial practice

300 – Arson by negligence

➤ **German Criminal Procedure Code**

- 1) If the investigations offer sufficient reason for preferring public charges, the public prosecution office shall prefer them by submitting a bill of indictment to the competent court.
- 2) In all other cases the public prosecution office shall terminate the proceedings. The accused shall be notified thereof if he was examined as such or a warrant of arrest was issued against him; the same shall apply if he requested such notice or if there is a particular interest in the notification.

# Participant Agreement

For Participation in the electronic trading platform “Equiduct Trading System” (hereinafter referred to as the “ETS system”)

**between**

Börse Berlin AG, whose registered office is located at  
Fasanenstrasse 85, 10623 Berlin, Germany

**- hereinafter “BB”-**

**And**

**- hereinafter “Participant”-**

## **1. Contracting parties**

- 1.1 BB is the regulated market operator of the public law Berlin Stock Exchange and operates the ETS system.
- 1.2 The Participant has been authorised for participation in electronic trading by the Management Board of the Berlin Stock Exchange or has applied for such authorisation. Participants may authorise certain of their clients to access the ETS system indirectly using their technical connection, in accordance with the Rules.
- 1.3 By concluding this Agreement and using the ETS system, the Participant expressly agrees to comply with the Rules of the Berlin Stock Exchange, as amended from time to time. “Rules” shall be understood to include, but not be limited to, the Rulebook of Börse Berlin Equiduct Trading and the technical Implementation Regulations of Börse Berlin Equiduct Trading.

## **2. Services by BB**

- 2.1 BB shall enable the Participant to use the ETS system in accordance with the provisions of this Agreement and the Rules.
- 2.2 In particular, BB shall operate, service and maintain the ETS system and shall take all measures which it deems appropriate for that purpose. In deciding on the measures to be taken, BB shall take into account both the economic reasonableness and the technical feasibility of the measures, as well as the justified interests of the Participants.
- 2.3. BB may make use of third parties for the provision of the Services under this Clause 2, in which case it will ensure that the outsourced

services are appropriately monitored and that the quality of the Services is not negatively impacted.

- 2.4 BB warrants that the Services will be performed with reasonable care and skill.

### **3. Technical connection to ETS**

- 3.1 The Participant's technical connection to the ETS system is the sole responsibility of the Participant and is not part of this Agreement.
- 3.2 All costs related to the technical connection to the ETS system (e.g. hardware, software, network, telecommunication and other expenses) are to be borne by the Participant.

### **4. Participant access**

- 4.1 The Participant shall receive a user ID from BB to identify him within the technical connection environment and in the ETS system. The Participant may transmit the user ID and the associated passwords only to such of his employees that have been approved as traders in the Berlin Stock Exchange electronic trading system. The Participant must ensure that the user ID and the associated passwords are not made available to third parties. The Participant shall be liable for all damages that arise from the misuse of the Participant access.
- 4.2 The Participant may only access the ETS system by means of technical infrastructure that meets the specifications and requirements set forth by the Berlin Stock Exchange and BB ("Authorised Infrastructure"). The Authorised Infrastructure will be subject to the technical Implementation Regulations of the Berlin Stock Exchange, as amended from time to time. Every change to the Authorised Infrastructure by the Participants, in particular the installation in this infrastructure of hardware and software other than that approved by the Berlin Stock Exchange in consultation with BB, is only permissible with the written permission of the Berlin Stock Exchange and BB.

### **5. Intellectual Property Rights**

- 5.1 BB shall transfer to the Participant non-exclusive, non-transferable user rights to the data and information provided according to the detailed provisions of this Agreement for a limited period and to a limited extent.
- 5.2 BB has sole intellectual property rights to the ETS system, the information and the Services and all data and information received through the ETS system. The Participant may only use this data and information for the purposes of trading and settlement. This data and information may only be transmitted to third parties for purposes of settlement or with the prior written permission of BB.

## **6. Fees**

- 6.1 Participant agrees to make timely payment of the fees for the Services supplied by BB, as set forth in the price list attached to this Agreement as an appendix and as may be amended from time to time ("Fees"). The latest version of the price list will be made available on the web site and shall form an integral part of this Agreement.
- 6.2 BB reserves the right to change the Fees and shall inform the Participant of any price increase in writing no later than six weeks before the price increase comes into effect.
- 6.3 Participant shall be responsible for the payment of any taxes, charges or assessment imposed on Participant relating to the provision of Services, including without limitation any applicable value added tax or sales taxes. The price list represents the net amount to be received by BB, exclusive of any such taxes.
- 6.4 All fees are to be paid by the Participant within 30 days from the invoice date. In case of late payment, default interest shall be payable at a rate of 3 % above EURIBOR per year on any outstanding amount from the due date until the date of payment.
- 6.5 The Participant may only offset any sums due to BB' against sums due by BB to Participant that have been accepted in writing by BB or that have been established under law.

## **7. Liability**

- 7.1 In the context the provision of the Services, BB accepts no liability in relation to the Participant for the achievement of a particular success. None of BB, its affiliates or its vicarious agents shall be responsible for any transactions Participant may attempt to enter, or orders or instructions Participant may make or attempt to make or any other use of the Services.
- 7.2 In fulfilling its obligations to the Participant, BB shall only be liable for direct damages, and BB shall therefore not be liable for any trading losses, lost revenues, lost profits, loss of business or data, lack of economic success or any other indirect, incidental or consequential damages.
- 7.3 In general, BB shall only be liable within the following scope:
  - a) in the event of wilful intent, BB will be fully liable;
  - b) in the event of gross negligence, BB shall be liable up to the amount of the foreseeable damage which should have been prevented if the relevant due diligence had been respected;
  - c) in the event of simple negligence, BB will only be liable in case of violation of a cardinal obligation on BB's part. In this case, BB's liability shall be limited to typical damages arising from an Agreement of this type as foreseeable at the time the Agreement is concluded.
- 7.4 The Participant accepts that, within the ETS system, only data and information shall be processed that is entered by the Participant in the ETS system on his own responsibility or obtained from third parties using the technical connection. BB accepts no liability for

ensuring that the data and information to be processed is correct, complete, up-to-date, in sequence, accurate, free from interruptions, errors or mistakes.

- 7.5 Insofar as BB commissions third parties to carry out its tasks (vicarious agents), its liability shall be limited to the careful selection and training of the third party commissioned by it. BB shall transfer any claims against the third party commissioned by it to the Participant at the latter's request. The principles and restrictions agreed for BB's liability shall also apply accordingly to the liability of the commissioned third party.
- 7.6 If the Participant contributed to the occurrence of damages through his culpable behaviour, the extent to which BB and the Participant shall share the cost of the damages shall be determined according to the principles of contributory negligence.
- 7.7 BB shall not be liable for damages arising from the disruption of its business as a result of force majeure, insurrection, war, weather or natural events or as a consequence of other incidents beyond its control (e.g. strike, lock-out, sabotage, terrorism, instructions of higher authorities both domestic and international, failure of power supply or communication systems).

## **8. Inspection rights of BB**

- 8.1 If there are reasonable grounds to suspect that a Participant is in violation of his obligations arising from this Agreement, BB may perform an audit, at the Participant's expense, to verify whether such a violation has occurred. In such cases, the Participant must facilitate an inspection in his offices and must provide the documents required for this purpose and facilitate meetings with the appropriate members of staff. The motive, scope and object of such an inspection shall always be determined in accordance with the laws governing stock exchanges.
- 8.2 BB does not have to use its own personnel to carry out the inspection, but can delegate inspection to a suitable third party who is bound by a professional duty of confidentiality (e.g. an auditor).

## **9. Public law requirements**

- 9.1 If the Participant is connected to the ETS system,
  - a) the Management Board of the Berlin Stock Exchange can, in line with the rules of the Berlin Stock Exchange delegate to BB the public law tasks incumbent upon it;
  - b) BB can, if an inspection is to be carried out on the basis of the rules of the Berlin Stock Exchange, exercise the powers arising from the aforementioned rules. The powers of the Management Board and any other bodies of the Berlin Stock Exchange shall remain unaffected.

BB shall report the information gathered by it during the course of its activities as described in littera b) above to the Management Board of the Berlin Stock Exchange, which shall take the necessary steps in relation to the Participant.

- 9.2 As a result of German public law requirements, the Participant undertakes to maintain a German mail address for service throughout the term of the Agreement and, if necessary to mandate a person authorised to receive service, domiciled in Germany and accepted by the Berlin Stock Exchange for this purpose. The Participant shall be obliged to provide evidence of the German address for service to BB and the Berlin Stock Exchange when concluding the Agreement.

Börse Berlin AG, acting as operating institution of the public law institution Börse Berlin, will act as a proxy for the Participant for receiving service in the sense above.

### 9.3 The Participant

- a) undertakes to BB as part of this Agreement to provide proof of the existence of the business in a publicly accredited form, and, if the relevant registers exist, to register the business in an orderly manner and to provide proof that the business is subject to qualified supervision (bank or investment firm supervision) and to provide proof of the authorization of the signatory to conclude this Agreement in a legally binding manner and to update these proofs if changes occur or at the request of BB; and
- b) represents and warrants to BB that it is not impeded for any legal reason, in particular any regulatory reason, from carrying out the Participant's activities in connection with participation in the stock market, in particular trading in the products of the Berlin Stock Exchange tradable in the ETS system by means of a technical connection of the Participant to the ETS electronic trading system in the Participant's country of origin on his own behalf and/or on behalf of third parties (customers) and to conclude the agreements necessary for this purpose; and
- c) undertakes, at the request of BB to submit a legal opinion, at its own expense, that documents the contents of the aforementioned representations and warrants and to inform BB of any change to the situation upon which these representations and warranties are based and to present an updated legal opinion at the request of BB.

If the Participant is already admitted to another regulated market within the European Union as a member, BB can, at its own discretion, release the Participant from the obligations referred to in littera a) to c) above.

## 10. Confidentiality

- 10.1 The parties undertake not to use confidential information belonging to the other contracting party outside this Agreement or to allow third parties access to such information without the written permission of the other party for the duration of this Agreement and for a further period of three years thereafter.
- 10.2 Confidential information is information that is either identified by a party as protected or confidential or identified in writing in some other way or that must be regarded as protected or confidential in

accordance with the circumstances in which it were revealed in good faith and that is not publicly known. Confidential information also includes non-public information about products, product functions, marketing and offers by a party and the provisions of this Agreement.

- 10.3 The Parties undertake to make suitable arrangements to secure each other's confidential information.
- 10.4 BB may make public, in its discretion, the list of all of its Participants from time to time, as well as relevant information relating to the Participants' activity in ETS, including but not limited to, the financial instruments in which it is active as market maker or order flow provider. BB shall make public all details of transactions concluded by Participants in the ETS System as required under applicable laws and regulations.

## **11. Term/ Notice of termination**

- 11.1 This Agreement is concluded for an unlimited duration and shall come into effect on the day it is signed by the last signatory, but no later than the date on which the ETS system is first used by the Participant. The Parties shall be entitled to terminate this Agreement with one month's prior notice to the end of a month.
- 11.2 The Agreement shall terminate with immediate effect if the permission to participate in electronic trading at the Berlin Stock Exchange required for using the ETS electronic trading system is terminated.
- 11.3 Moreover, BB may immediately terminate this Agreement, if any of the following circumstances occurs:
  - a) the Participant suffers a major deterioration of assets;
  - b) the Participant or his agent breaches a material obligation arising from this Agreement (including the timely payment of the fees referred to in Clause 6) and Participant fails to cure such breach within ten (10) business days following written notice thereof by BB;
  - c) the Participant violates its obligations to cooperate with or permit inspections pursuant to Clause 8.
- 11.4 Notice of termination must be served in writing to the other party to the Agreement.
- 11.5 Neither Party shall claim from the other any compensation for costs or expenditure arising from a termination pursuant to clause 11.1.

## **12. Final provisions**

- 12.1 Any amendments, additions or subsequent agreements must be made in writing by authorised representatives of the Parties.
- 12.2 This agreement shall be interpreted in accordance with, and governed by, the laws of Germany (without regard to the conflicts of law provisions thereof). To the extent permitted by applicable law, the Parties consent to the exclusive jurisdiction of the courts of Berlin in relation to any conflict arising out of or in connection with this Agreement. However, BB shall be entitled to initiate legal

proceedings against the Participant in the Participant's regular place of jurisdiction as well.

12.3 In the event that any individual terms of this Agreement are held to be invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid provisions shall either be replaced by the appropriate statutory provision or (in the absence of such rule) by such provision that the Parties would have adopted in good faith if they had been aware of the invalidity or nullity of the relevant provision. The same principle shall apply in the event that it is determined that the contractual provisions are incomplete.

12.4 Neither Party may transfer or assign its rights and obligations based on this Agreement to any third party without the prior written approval of the other Party. BB may transfer or assign its rights and obligations based on this Agreement to an affiliate of BB and will provide Participant with written notice of any such transfer or assignment.

Notwithstanding the preceding sentence the Participant agrees to any future assignment of the Participant Agreement to EASDAQ or Equiduct. BB may assign the Participant Agreement to EASDAQ or Equiduct without the Participant's consent but will notify the Participant in writing as soon as possible thereafter.

12.5. This Agreement states the entire understanding between the Parties with regard to its subject matter and supersedes all prior agreements between the Parties regarding the subject matter thereof.

12.6. In case of conflict between this Agreement and the Rules, the Rules shall prevail.

**On behalf of Börse Berlin AG**

---

*Place, Date*

*Signatures*

**On behalf of the Participant**

---

*Place, Date*

*Signatures*

Please send two signed copies to  
Börse Berlin AG, c/o Artur Gischer, Fasanenstraße 85, 10623 Berlin