



# Provisions

## CONNEXOR Listing

Edition 2.0

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# 1 Scope

The CONNEXOR® Listing Provisions (hereinafter referred to as “Provisions”) are an integral part of the Usage Agreement between SIX Swiss Exchange AG (hereinafter referred to as “SSX”) and the contracting party in respect of using the CONNEXOR® Listing service.

They apply to the contracting party and the users (hereinafter referred to as “users”).

## 2 Terms

### 2.1 User and User Account

Within the meaning of these Provisions, users are

- natural persons whom the contracting party has authorized in writing vis-à-vis SSX to use the services offered in connection with CONNEXOR® Listing in the name and under the responsibility of the contracting party, or
- natural persons whom a user so authorized by the contracting party has electronically authorized vis-à-vis CONNEXOR to use the services offered in connection with CONNEXOR® Listing in the name and under the responsibility of the contracting party, or
- system accounts set up by a user with authorization level 4 which have been duly authorized to transmit information directly to CONNEXOR via an HTTP client. It shall be the sole responsibility of the contracting party to ensure that the information has been entered and checked by a natural person duly authenticated and authorized by the contracting party.

Each user has a personal user account. In all of the cases described above, authorization levels are defined.

The contracting party is responsible for all users, user accounts and system accounts.

### 2.2 Authorization Levels

Authorization levels (hereinafter referred to as “levels”) are assigned to each user account:

#### **Level 1 (Read):**

This level authorizes the user to access an overview and details of applications for provisional admission and related information and to configure individual settings.

#### **Level 2 (Write / Change / Delete):**

This level authorizes the user to enter, either manually or automatically, new applications for provisional admission individually or in batches, to modify applications for provisional admission with the status “not sent”, to delete applications for provisional admission with the status “not sent” and to configure various individual settings.

This level is assigned only in combination with level 1.

#### **Level 3 (Submit):**

This level authorizes the user to electronically submit to SSX applications for provisional admission with the status “not sent” via CONNEXOR® Listing, to upload additional electronic information and to configure various individual settings.

This level is assigned only in combination with levels 1 and 2.

As a mandatory requirement, users who have user accounts with authorization level 3 must have the necessary expert knowledge pursuant to Art. 5 ciph. 2 Directive on Recognized Representation (DRR). It is the responsibility of the contracting party to ensure that the user has this knowledge. In addition to the circumstances described under

Art. 43 of the Listing Rules, applications for provisional admission are deemed to be submitted with legally binding effect if they have been lodged via CONNEXOR® Listing rather than in writing.

#### **Level 4 (Administration):**

This level authorizes the user to create new users and new user accounts, to modify existing user accounts, to assign or modify authorization levels, to temporarily or definitively block existing user accounts, to unblock or delete blocked user accounts and to configure various individual settings and general settings for all users.

This level must be assigned in combination with one of the other levels.

The contracting party agrees that the information of any user of a given contracting party is accessible to all the other users of that contracting party, provided that the individual items of information are not specially marked and the user accounts are not configured for specific applications for provisional admission only. The users are responsible for adjusting these settings.

Together with the signed CONNEXOR® Listing Usage Agreement, the contracting party must submit to SSX a power of attorney covering at least one user with authorization level 4 (Annex 1 to the CONNEXOR® Listing Usage Agreement: "Power of attorney for activating a user account for the CONNEXOR® Listing service"). A corresponding power of attorney must be submitted for each additional CONNEXOR service. This user is responsible for entering and managing all other users.

### **3 Technical Requirements**

CONNEXOR is accessible via the internet. SSX does not provide technical access to CONNEXOR. This is purely the responsibility of the contracting party.

SSX shall offer support (user administration, upload functionality) to the contracting party free of charge to the extent required for using CONNEXOR® Listing and such that can be provided with reasonable effort.

In the event of planned maintenance work, SSX shall inform the users in reasonable time, either electronically or by other means.

### **4 Transmission via a Recognized Representation**

The contracting party may commission a recognized representation in line with the Listing Rules to submit the application for provisional admission.

The relevant recognized representation must be named in the CONNEXOR® Listing Usage Agreement. SSX must be notified immediately in writing of any subsequent change of the recognized representation.

### **5 Identification Checks**

To protect the contracting party, CONNEXOR checks the user's access rights. Access to the CONNEXOR® Listing service is only available to those users who have identified themselves via the internet by entering

- their CONNEXOR® Listing user identification and
- their personal, freely chosen password (at least 12 characters, including at least one each of uppercase letter, lowercase letter, digit, and special character)

(hereinafter referred to as "identifiers").

This process is called self-identification of the user via the internet.

The user identification is specifically allocated to each authorized user for identification purposes.

The contracting party acknowledges that applications for provisional admission lodged with SSX via CONNEXOR® Listing are executed once the service-related identification check has been completed.

The contracting party acknowledges that new users and their user accounts, as well as the allocation and modification of authorization levels, are managed by users with authorization level 4 without these users requiring a written power of attorney to do so.

Each person identifying themselves by means of identifiers may be considered by SSX to be a properly authorized person regardless of their internal legal relationship with the contracting party and irrespective of conflicting entries in the Commercial Register, publications or the provisions in the signature documents. All activities and legal actions carried out on the basis of the identification check mentioned above will be attributed to the respective contracting party, on whom they are legally binding.

## 6 Duty of Care

The contracting party shall take reasonable measures to ensure that all users keep their identifiers confidential and protect them against misuse by unauthorized persons. Under no circumstances may the identifiers be disclosed or passed on to other persons.

The identifiers may only be recorded for specially established system accounts as defined in 2.1.

The duty to maintain secrecy applies to each user individually. The contracting party is therefore also liable to SSX for damages arising from the misuse of other users' identifiers by a user or a third party.

The contracting party shall ensure that all duties and requirements are also fulfilled by the respective users and that all reports, instructions and amendments are communicated to and observed by the respective users without delay.

The password consists of a combination of at least 12 characters, including at least one each of uppercase letter, lowercase letter, digit, and special character, that can be freely selected by the user and which is not known to SSX. The user may change it at any time. The password must not be an easily identifiable code or one which could be worked out with reference to the user (for example, telephone numbers, birthdays, car registration numbers, etc.). The contracting party must ensure that the user changes his password periodically.

If there is reason to assume that another person has gained knowledge of the password, it must be changed immediately.

The contracting party is responsible for any consequences resulting from the disclosure, use or misuse of its identifiers or those of its users.

## 7 Blocking User Accounts

SSX is entitled to block access by the contracting party or one or all users at any time and without prior notification if the contracting party or a user has breached the provisions of the CONNEXOR® Listing Usage Agreement (including the CONNEXOR® Listing Provisions). SSX shall immediately notify the contracting party (a user with authorization level 4 [Administration]) in the event of a user account being blocked.

Users with authorization level 4 (Administration) may block any individual user.

All users will have access to their user account blocked if they enter incorrect authorization details on three consecutive occasions.

Furthermore, the contracting party may also arrange for a user's access to be blocked by means of written notification to SSX. SSX shall activate the block no later than the working day following receipt of a written blocking instruction. Until the block is activated, the user will be authorized to use the CONNEXOR® Listing service in the name and on behalf of the contracting party.

SSX is authorized to process all applications for provisional admission lodged using a user account prior to it being blocked; these requests shall be legally binding on the contracting party.

Blocked user accounts are not automatically deleted. They must be deleted by an authorized user.

A user account can only be deleted if:

- it has already been blocked, and
- there is no pending information awaiting a response from the CONNEXOR system that has been submitted by this user account in the CONNEXOR system.

SSX expressly recommends that there is more than one user account with authorization level 4 per contracting party. It is the sole responsibility of the contracting party to ensure that this is the case.

## 8 Special Features of Internet Data Transmission

With the exception of information on senders and recipients and the unique identifiers of the financial instrument (such as the ISIN and stock exchange symbol), information received by SSX and sent by SSX to the contracting party within the scope of CONNEXOR® Listing is encrypted using state-of-the-art techniques and processes.

The contracting party acknowledges that the internet is a global, open network which, in principle, is accessible to everyone and that the data exchange in connection with the CONNEXOR® Listing service between the contracting party and SSX takes place over a public infrastructure that is not specially secured; this applies both to electronic instructions and information received by SSX from the contracting party and to electronic messages submitted by SSX for transport to the contracting party.

On account of the global availability of the internet and the way in which it works, the information to be transmitted over the internet may – at any time and in an unforeseeable manner – leave the territory of the countries in which the contracting party and SSX (Switzerland) are based. This applies even if the computer systems of the sender and recipient are located in the same country – in this specific case, Switzerland.

Since neither the sender, the recipient nor the unique identifiers are encrypted in connection with the CONNEXOR® Listing service, this information may be read by unauthorized third parties. This means that, both in Switzerland and abroad, unauthorized third parties may be able to determine that a business relationship exists between SSX and the contracting party.

The contracting party and its users acknowledge that, by using the CONNEXOR® Listing service from abroad, they may under some circumstances violate foreign laws; in particular, import or export restrictions on encryption methods may prohibit their use. The contracting party is responsible for obtaining any relevant information on these matters. SSX disclaims any liability in this respect.

## 9 Relationship to the “IBT Services” General Terms and Conditions and the Special Conditions for the Internet-based Admission of Securities

The CONNEXOR® Listing Provisions supersede the SIBT services General Terms and Conditions and the special conditions for the internet-based admission of securities.

## 10 Amendment of Provisions

SSX reserves the right to amend these Provisions at any time.

In the event of material amendments to these Provisions, SSX shall consult the contracting party.

The contracting party will be notified of amendments in writing or electronically and the amendments will apply once 30 days have elapsed following such notification.

## 11 Severability

Should parts of the CONNEXOR® Listing Usage Agreement or of the Provisions be void or become ineffective, the rest of the CONNEXOR® Listing Usage Agreement / the Provisions shall continue to apply. In such cases, the parties will interpret and adapt the CONNEXOR® Listing Usage Agreement / the Provisions in such a way as to achieve the intended purpose of the void or legally ineffective parts as closely as possible.

## 12 Applicable Law and Place of Jurisdiction

The Provisions are exclusively subject to Swiss law.

Disputes with SSX and the regulatory bodies, in particular due to sanctions imposed, are exclusively and irrevocably decided before their court of arbitration in Zurich, once any internal appeals have been exhausted. The court of arbitration consists of one chairman and two arbitrators, one selected by each party for the case at hand. The chairman and his/her deputy are appointed by the President of the Federal Supreme Court for a term of four years. If the claimant or defendant includes several parties, they shall agree on an arbitrator, otherwise the competent court shall appoint a relevant arbitrator. The chairman may hold oral arbitration proceedings. The Swiss Intercantonal Arbitration Concordat applies exclusively to arbitration proceedings pending before the entry into force of the Swiss Code of Civil Procedure. The third part of the Swiss Code of Civil Procedure applies to arbitration proceedings pending after the entry into force of the Swiss Code of Civil Procedure. In all cases, any rules of arbitration issued by the Regulatory Board shall precede the Swiss Intercantonal Arbitration Concordat or the Swiss Code of Civil Procedure, and Chapter 12 of the Federal Statute on Private International Law (IPRG; SR 291) is expressly excluded.