



## Usage Agreement CONNEXOR® Distribution

between

**SIX Exfeed AG**

Hardturmstrasse 201

8005 Zurich

(hereinafter referred to as "SIX Exfeed")

and

[            ]

(hereinafter referred to as the "contracting party")



## 1. Purpose

The CONNEXOR® Distribution Usage Agreement and the CONNEXOR® Distribution Provisions define the requirements and conditions for using the services provided in connection with CONNEXOR® Distribution.

CONNEXOR® Distribution allows information relating to various financial instruments to be efficiently entered, validated and transmitted in a standardised manner. Based on specific instructions associated with the data transmission, the data is forwarded to the required data recipients. Linked to this and based on specific instructions from the contracting party, additional services that are not directly offered by SIX Exfeed (e.g. opening the security at SIX Financial Information AG or instructing payments at SIX SIS AG) can be accessed.

If required by the issuer, reference data can be made available via the central interface of CONNEXOR® Distribution to national and international data vendors, CSDs, stock exchanges and a wide range of sub-vendors.

The CONNEXOR® Distribution Usage Agreement does not cover applications for provisional admission to trading within the meaning of the Listing Rules (LR) and other provisions of SIX Exchange Regulation; these must be transmitted to SIX Swiss Exchange AG pursuant to the CONNEXOR® Listing Usage Agreement

## 2. Contact Person

In relation to this service, the following contact person is available to SIX Exfeed:

First name, Last name	
Department	
Tel. (direct)	
Fax (direct)	
E-Mail	

## 3. User

To use the CONNEXOR® Distribution service, the contracting party must submit the Admin User Form to SIX Exfeed covering at least one user with authorisation level 4 (Annex 1 "Admin User Form for activating a user account for the CONNEXOR® Distribution service"). This user is responsible for entering and managing all other users. For the avoidance of doubt and in order to avoid misunderstandings, where the term "power of attorney" is used in the CONNEXOR® Distribution Provisions in connection with the setup of users, it shall have the meaning that the contracting party must appoint at least one user with authorization level 4 (Administrator) by signing the Admin User Form for activating a user account for the CONNEXOR® Distribution service.

## 4. Transmission by authorised third parties

The contracting party authorises one or more third parties to enter, validate and transmit the information on his/her behalf.

Yes

No

If yes, please list the names, address and location of the authorised third party/parties in Annex 2 "Authorised third parties". The contracting party is obliged to notify all changes to SIX Exfeed by



submitting a new version of Annex 2 "Authorised third parties". The current version of Annex 2 "Authorised third parties" is binding for both parties.

## **5. Specific provisions for Non-Issuers**

If the contracting party is not at the same time the issuer of a financial instrument for which the service CONNEXOR® Distribution is used (e.g. Lead Manager in case of Bonds), the contracting party herewith warrants SIX Exfeed, that the contracting party obtained all necessary approvals from the issuer in conjunction with entering into this contract and the usage of the service CONNEXOR® Distribution and that the rights of the issuer will not be violated with the usage of the service of CONNEXOR® Distribution by the contracting party.

## **6. Scope of the information transmitted**

Information can be transmitted in the form of files or documents.

A file is classed as information that is machine-readable using normal means (such as XML files, TXT files, CSV files) while the information contained in a document is not machine-readable and cannot be processed using normal means (such as Word or PDF format).

The scope of the files transmitted by the contracting party depends on the current Internet Based Terms Batch-Upload File Specification published on the <https://ibt.six-group.com> website. Sales restrictions for a financial instrument can be included in the files using the technical options available.

The contracting party agrees that all information supplied in connection with CONNEXOR® Distribution is stored and processed electronically at SIX Exfeed.

## **7. Forwarding and commercial use of the information transmitted**

SIX Exfeed is authorised to transmit information to third parties that has been entered in CONNEXOR or transmitted to CONNEXOR, whereas the technical restrictions (free selection of the direct recipients) applicable to the non-exchange-traded financial instruments and documents (see point 5 above) are available and can be used by the contracting party.

Third parties are defined in particular as parties offering services in the area of information transmission, core-data management (vendors and sub-vendors) and/or processing (Central Security Depositories); stock exchanges and trading facilities; government organisations and authorities that perform essential functions in the issuance process and core-data maintenance for financial instruments; banks and other companies active in the financial sector.

SIX Exfeed forwards all information transmitted within the scope of CONNEXOR® Distribution in an unchanged manner unless an adjustment or addition appears necessary in order to support new versions of the data interface or for other technical reasons.

When forwarding information, SIX Exfeed will ensure that the contracting party as the author of the information is rendered anonymous. When forwarding information to distributors, the liability of the supplier/author of the information supplied is excluded pursuant to the applicable version of the Data Distribution Agreement between SIX Exfeed and the distributors.



The contracting party consents to the transmission of information in accordance with the Swiss Data Protection Act.

SIX Exfeed can order the temporary or indefinite discontinuation of the transmission of information made available by the contracting party if SIX Exfeed believes that orderly trading can no longer be guaranteed and/or orderly issuing and market making activity will be significantly impacted by the transmission of this information.

All third-party rights remain reserved.

SIX Exfeed may use all transmitted information for commercial purposes and reserves the right to assign this right in full or in part to companies directly or indirectly controlled by SIX Group AG. The contracting party agrees that the information will be used for commercial purposes and distributed in accordance with this agreement.

## **8. Right to use the data model**

SIX Exfeed accords the contracting party a non-exclusive, non-transferrable right to use the CONNEXOR® Distribution data model free of charge. For this purpose, the contracting party receives information about the data model as well as technical specifications. This includes the following documentation in particular:

- Whitebook (description of the input data model)
- Construction standards (validation rules for each product type)
- ERD (Entity Relationship Diagram)

The right of use is extended to the contracting party and to all group companies of the contracting party (the parent company of the group as well as all group companies controlled by the parent company in which the parent company directly or indirectly holds more than 50% of the shares and voting rights).

The contracting party is responsible for the actions of these group companies in the same manner as it is for its own actions.

The right of use is restricted to the use of CONNEXOR® Distribution and any other means that do not compete directly or indirectly with the CONNEXOR services.

## **9. Costs**

The contracting party shall pay SIX Exfeed a fee for the entry, validation and transmission of information via CONNEXOR® Distribution. Details are set out in the CONNEXOR® Distribution Provisions.

The contracting party is entitled to access its own information that it has transmitted to CONNEXOR free of charge from SIX Exfeed.

The contracting party shall bear the costs of establishing the connection with CONNEXOR.

## **10. Termination**

The CONNEXOR® Distribution service (the CONNEXOR® Distribution Usage Agreement including annexes and the CONNEXOR® Distribution Provisions) may be terminated by the contracting party



or SIX Exfeed by means of a registered letter with a 30 days' notice period as per the end of a calendar month. In the case of changes to the CONNEXOR® Distribution Provisions pursuant to – at the time of execution of the CONNEXOR® Distribution Usage Agreement - point 13 of the CONNEXOR® Distribution Provisions hereafter, the agreement may only be terminated at the latest up to 10 days before the change enters into force effective as per the date on which the change enters into force.

## **11. Liability**

The contracting party acknowledges that it shall assume the risks involved in transmitting information from the contracting party to CONNEXOR and back to the contracting party. Neither party is liable to the other for damages arising from transmission errors, operating break-downs, technical defects, interruptions or third-party interventions in the information transmission mechanisms. Also excluded is any and all liability for damages due to breakdowns, interruptions (including system-related maintenance work) or overloads in CONNEXOR.

The transactions carried out on CONNEXOR as recorded electronically or by way of a computer printout are considered binding by SIX Exfeed.

The contracting party assumes no liability for the accuracy, completeness or timeliness of the information that has been transmitted to SIX Exfeed. SIX Exfeed similarly assumes no liability for the accuracy, completeness or timeliness of the information transmitted to third parties.

SIX Exfeed accepts no liability for damages incurred by the contracting party arising from incomplete fulfilment or non-fulfilment of contractual obligations or for indirect or consequential damages, such as a loss of profit or third party claims.

If a security risk is detected, SIX Exfeed reserves the right to interrupt its services for its own protection or for the protection of the contracting party at any time and to discontinue them until the risk is eliminated. SIX Exfeed accepts no liability for any damages arising from such interruptions.

The contracting party accepts no responsibility for the use of the information transmitted. All liability for damages caused by the use of information made available (including in cases of transmitting information that is incorrect and/or incomplete) shall be excluded within the legally permissible scope.

Furthermore, SIX Exfeed is not liable for slight or moderate negligence.

In the case of constellations in accordance with clause 5 of this CONNEXOR® Distribution usage contract, the contracting party shall indemnify SIX Exfeed against any claims by issuers in connection with entering into this contract or using the service CONNEXOR® Distribution.

## **12. Cession**

SIX Exfeed may cede its rights and duties in relation to the CONNEXOR® Distribution Usage Agreement in full or in part to companies directly or indirectly controlled by SIX Group AG and domiciled in Switzerland.

## **13. CONNEXOR® Distribution Provisions**

The CONNEXOR® Distribution Provisions form an integral part of this CONNEXOR® Distribution Usage Agreement. The current version of the CONNEXOR® Distribution Provisions is available at



www.connexor.ch at all times. The undersigned contracting party confirms having received, read and accepted the CONNEXOR® Distribution Provisions. In addition, the contracting party hereby declares that it will acknowledge and respect the applicable version of the CONNEXOR® Distribution Provisions.

#### 14. Applicable law and place of jurisdiction

The CONNEXOR® Distribution Usage Agreement is subject to Swiss law. Swiss law shall also be the applicable law regarding all connecting factors according to Art. 2 (1) of the Convention of 5 July 2006 on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary as well as regarding all aspects of the law of property and the law of obligations (Art. 105 and Art. 116 Swiss Federal Code on Private International Law).

All disputes arising from or in connection with the CONNEXOR® Distribution Usage Agreement shall be judged by the ordinary courts in Zurich.

Place and Date

Signatures of the contracting party

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Name:

Name:

Place and Date

Signatures SIX Exfeed

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Name:

Name:



**Annex 1**

**Admin User Form for activating a user account for the CONNEXOR® Distribution service**

The undersigned contracting party

Name of contracting party/ Name of applicant		
Contact person	First name, last name	
	Department	
	Tel. (direct)	
	Fax (direct)	
	E-mail	

hereby authorises SIX Exfeed AG to activate for the following user

First name, Last name	
Tel. (direct)	
Fax (direct)	
E-Mail	

a user account with authorisation level 4 pursuant to the CONNEXOR® Distribution Provisions with immediate effect. Level 4 must be assigned in combination with one of the other levels.

User account name (E-Mail address)		
Authorisation level(s) (it is possible to select more than one)		1 (Read)
		2 (Write, Change, Delete)
		3 (Submit)
	x	4 (Administration)



The undersigned contracting party and the undersigned user confirm that they have received and accepted the CONNEXOR® Distribution Usage Agreement and the CONNEXOR® Distribution Provisions.

Place and Date

Signatures of the contracting party

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

The undersigned user confirms that he/she has taken note of the applicable version of the CONNEXOR® Distribution Usage Agreement and the CONNEXOR® Distribution Provisions. In addition, the user hereby declares that he/she will acknowledge and respect the applicable version of the CONNEXOR® Distribution Usage Agreement and the CONNEXOR® Distribution Provisions. The current version of the CONNEXOR® Distribution Provisions is available at [www.connexor.ch](http://www.connexor.ch) at all times.

Signature of the user

\_\_\_\_\_

Name:





## Annex 2

### Authorised third parties

Name of the authorised third party	
Contact person	
Address	
Postcode and place	
Tel.	
Homepage	

Name of the authorised third party	
Contact person	
Address	
Postcode and place	
Tel.	
Homepage	

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Tel.	
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