



Usage Agreement CONNEXOR[®] Listing

between

SIX Swiss Exchange AG
Pfingstweidstrasse 110
8005 Zurich
(hereinafter referred to as «SSE»)

and

[]
(hereinafter referred to as the «contracting party»)



1. Purpose

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

CONNEXOR® Listing is used to submit applications for provisional admission to trading within the meaning of the Listing Rules (LR) and other provisions of SIX Exchange Regulation ("Applications for provisional admission") at any time and irrespective of location; applications are submitted automatically via a validating interface or manually via the online validation user interface to SSE. Once the transmitted information has been received by CONNEXOR and the automatically generated confirmation has been issued by the system, the information is treated as a legally binding submission to SIX Exchange Regulation. SIX Exchange Regulation assesses applications for provisional admission based on the information submitted. The contracting party has direct contact with SIX Exchange Regulation via CONNEXOR® Listing and can electronically query the status of their applications for provisional admission or listing at any time.

Based on specific instructions from the contracting party, which are submitted with the data transmission for applications for provisional admission, additional services internal or external to SSE can be accessed (e.g. opening the security at SIX SIS AG).

2. Contact person

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

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

3. User

To use the CONNEXOR® Listing service, the contracting party must submit a power of attorney to SSE covering at least one user with authorisation level 4 (Annex 1 "Power of attorney for activating a user account for the CONNEXOR® Listing service"). This user is responsible for entering and managing all other users.

4. Transmission via recognized representative

The contracting party plans to submit the application for provisional admission via one or more recognized representatives in line with the Listing Rules.

Yes

No

If yes, please list the names, address and location of the recognized representative(s) in Annex 2 "Recognized representatives". The contracting party is obliged to notify all changes to SSE by



submitting a new version of Annex 2 "Recognized representatives". The current version of Annex 2 "Recognized representatives" 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® Listing is used (e.g. Lead Manager in case of Bonds), the contracting party herewith warrants SSE, 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® Listing, in particular with regard to authorizing commercial use in accordance with clause 8, last paragraph and that the rights of the issuer will not be violated with the usage of the service of CONNEXOR® Listing 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 www.connexor.ch website. Sales restrictions for a financial instrument can be included in the files using of the technical options available.

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

7. Electronic publication

SSE can electronically publish information submitted via CONNEXOR® Listing on the websites of SIX Swiss Exchange. SSE publishes the content of the information transmitted within the scope of CONNEXOR® Listing in an unchanged manner as regards content unless an adjustment or addition appears necessary in order to support new versions of the data interface or for other technical reasons.

The contracting party is fully and solely responsible for the content transmitted.

Any disclaimers (e.g. sales restrictions, etc.) transmitted by the contracting party to SSE must be used in any electronic publications after having been received by SSE. SSE undertakes to publish the transmitted disclaimers in an unchanged manner and appropriate form along with the transmitted information, inasmuch as this is technically feasible.



8. Forwarding and commercial use of the information transmitted

SSE is authorised to transmit information to third parties that has been entered in CONNEXOR or transmitted to CONNEXOR. By transmitting such information to CONNEXOR, the contracting party acknowledges that SSE may publish and distribute this information, excluding listing-relevant documents (pursuant to the Listing Rules), immediately, without limitations, unexamined and worldwide via the internet and other media.

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.

SSE forwards all information transmitted within the scope of CONNEXOR® Listing 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, SSE 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 AG and the distributors.

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

SSE can order the temporary or indefinite discontinuation of the transmission of information made available by the contracting party if SSE 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.

SSE 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.

9. Right to use the data model

SSE accords the contracting party a non-exclusive, non-transferrable right to use the CONNEXOR® Listing 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® Listing and any other means that do not compete directly or indirectly with the CONNEXOR services.

10. Costs

No fees are levied for the transmission of information via CONNEXOR® Listing. The listing charges pursuant to the current List of Charges appurtenant to the Listing Rules shall apply.

11. Termination

The CONNEXOR® Listing service (the CONNEXOR® Listing Usage Agreement including annexes and the CONNEXOR® Listing Provisions) may be terminated by the contracting party or SSE 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® Listing Provisions pursuant to point 11 of the CONNEXOR® Listing Provisions, 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.

12. 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 SSE.

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

SSE accepts no responsibility for the accuracy and completeness of the information where it is not responsible for the content of the information. Consequently, SSE accepts no liability for any damages arising from publication, in particular (but not exclusively) in the event of insufficient, false or late publication.



SSE 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, SSE 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. SSE 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, SSE is not liable for slight or moderate negligence.

In the case of constellations pursuant to Section 5 of this User Agreement CONNEXOR® Listing, the contracting party shall indemnify SSE against any claims by issuers in connection with entering into this agreement or using the CONNEXOR® Listing service.

13. Cession

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

14. CONNEXOR® Listing Provisions

The CONNEXOR® Listing Provisions form an integral part of this CONNEXOR® Listing Usage Agreement. The current version of the CONNEXOR® Listing Provisions is available at www.connexor.ch at all times. The undersigned contracting party confirms having received, read and accepted the CONNEXOR® Listing Provisions. In addition, the contracting party hereby declares that it will acknowledge and respect the applicable version of the CONNEXOR® Listing Provisions.

15. Applicable law and place of jurisdiction

The CONNEXOR® Listing Usage Agreement is exclusively subject to Swiss law.

Disputes with SSE 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 Inter cantonal 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.

Place and date

Signatures of the contracting party

Name:

Name:

Place and date

Signatures SIX Swiss Exchange AG

Name:

Name:



Annex 1

Power of attorney for activating a user account for the CONNEXOR® Listing service

The 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 Swiss Exchange 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® Listing 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)
		4 (Administration)



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® Listing Usage Agreement and the CONNEXOR® Listing Provisions. In addition, the user hereby declares that he/she will acknowledge and respect the currently applicable version of the CONNEXOR® Listing Usage Agreement and the CONNEXOR® Listing Provisions. The current version of the CONNEXOR® Listing Provisions is available at www.connexor.ch at all times.

Signature of the user

Name:



Annex 2

Recognized representatives

Name of the recognised represent.	
Contact person	
Address	
Postcode and place	
Tel.	
Homepage	

Name of the recognised represent.	
Contact person	
Address	
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