



## TRICE® Reporting Agreement

between

Deutsche Börse AG  
Neue Börsenstraße 1  
60487 Frankfurt am Main  
Germany

- hereinafter referred to as "Deutsche Börse" -

and

«Firma\_1» «Firma\_2»  
«Straße»  
«PLZ» «Ort»  
«Land»

CBF-No. «KVNummer»

- hereinafter referred to as the "Reporting Party" -  
- hereinafter individually also referred to as the "Party" and/or jointly  
as "Parties" -

SPECIMEN

## Preamble

The Reporting Party has a statutory obligation to report transactions in financial instruments to the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht - BaFin*) in accordance with section 9 of the German Securities Trading Act (*Wertpapierhandelsgesetz - WpHG*) and/or the French Financial Markets Authority (*Autorité des Marchés Financiers - AMF*) in accordance with articles 315-46 to 315-48 of its General Regulation (*règlement général*) and its application instructions 2007/06 (*instruction d'application*) and/or has, as a suitable Third Party, assumed this obligation of a Reporting Party (reporting requirements).

Within the framework of its securities service offering, Deutsche Börse as a suitable Third Party offers to electronically transmit reporting records to BaFin and/or AMF on behalf of the Reporting Party in accordance with applicable statutory requirements as well as this Agreement.

To this end, Deutsche Börse shall use the TRICE® system.

## § 1 Object of the Agreement

- 1 To meet reporting requirements, the Reporting Party commissions Deutsche Börse in accordance with Appendix 2 to transmit the data records it receives (TRICE® Online and/or TRICE® File transfer) to BaFin and/or it commissions Deutsche Börse to generate data records (broker reporting from XONTRO and/or computer-generated ) (jointly "reporting procedure") and to transmit them to BaFin and/or AMF in accordance with Appendix 1. This Agreement sets out the further details of the individual reporting procedures, and the rights and obligations of the Parties with respect to sending and/or generating data as well as transmitting it to BaFin and/or AMF.

Further details on the individual reporting procedures can be found in Appendix 1 to the Agreement "Guide for Reporting Parties".

- 2 The Reporting Party may also commission Deutsche Börse to transfer the data records transmitted via TRICE® Online and/or TRICE® File Transfer back to the Reporting Party before they are deleted from the TRICE® system (removal). Further details on removal and retransfer are described in Appendix 1.
- 3 If the Reporting Party has commissioned a Third Party to transmit the data it is obliged to report to BaFin and/or AMF and the Third Party also uses the TRICE® system, the Reporting Party can view the data records reported by the Third Party in TRICE® Online.

## § 2 Obligations of the Reporting Party

- 1 The Reporting Party shall state in the Schedule of Services included as Appendix 2 whether the Reporting Party will transmit the data records to Deutsche Börse via TRICE® Online and/or TRICE® File Transfer and/or whether Deutsche Börse is supposed to generate the data records for the Reporting Party using "broker reporting from XONTRO" and/or automatic generation of reporting records. Depending on the procedure agreed, the Reporting Party may be required to report additional information in accordance with Appendix 1 and 2. The Reporting Party may combine the individual procedures.

- 2 If the Reporting Party has commissioned Deutsche Börse to retransfer data records, it is obliged to state in Appendix 2 how the data shall be retransferred (disk, CD ROM, Internet and/or file transfer). The Reporting Party may combine the individual retransfer procedures.
- 3 Further details on the obligations of the Reporting Party can be found in Appendix 1.

### § 3 Obligations of Deutsche Börse

- 1 Deutsche Börse shall transfer the reporting records to BaFin and/or AMF in accordance with the terms agreed with the Reporting Party (Appendix 2), the provisions of this Agreement and statutory requirements. Further details on the obligations of Deutsche Börse can be found in Appendix 1.
- 2 If the Reporting Party commissions Deutsche Börse to retransfer data records, Deutsche Börse shall retransfer the data records to the Reporting Party depending on the terms agreed (Appendix 2).
- 3 Deutsche Börse shall provide telephone customer service to the Reporting Party from 8.00 a.m. to 5.00 p.m. on all days on which a regulated market (exchange) is open in Germany, at +49-69-2 11-1 13 20. The Technical Help Desk is available from 6.00 a.m. to 8.00 p.m. on all days on which an exchange is open, at +49-69-2 11-1 10 00.

### § 4 Remuneration

- 1 The Reporting Party shall pay Deutsche Börse fees for its activity and for use of the TRICE® system in accordance with the Schedule of Fees (Appendix 3).
- 2 The currently valid VAT rate shall be applied to all fees in the Schedule of Fees.
- 3 Deutsche Börse shall invoice the fees to the Reporting Party on a monthly basis. The fees are due for payment on the 15<sup>th</sup> of each calendar month.

### § 5 Commissioning of Third Parties

- 1 Deutsche Börse is entitled to use Third Parties to meet its obligations under this Agreement.
- 2 Outsourcing requires the approval of the Reporting Party. The Reporting Party herewith grants its approval that Deutsche Börse outsource activities to companies affiliated with Deutsche Börse within the meaning of section 15 et seq. German Stock Corporation Act (*Aktiengesetz*).

## § 6 Supervisory Regulations

### 1 Outsourcing reporting obligations

- a) If necessary, the Parties shall ensure in agreement with each other that the statutory obligations to which they are respectively subject are met. This also applies to future BaFin announcements and requirements as well as any by the Deutsche Bundesbank or the European Central Bank, if they have been imposed on the Parties in relation to performance of the Agreement.
- b) Deutsche Börse has been granted the licenses required to perform the contractual services. Deutsche Börse shall obtain any future licenses, if necessary.
- c) In performing all services under this Agreement, Deutsche Börse shall comply with any relevant laws and regulations to which the Reporting Party is subject as an institution.
- d) The service and quality standards specified in this Agreement shall be modified if the Reporting Party so instructs and the changes are the result of statutory or regulatory requirements. The Reporting Party shall pay for implementation of instructions.
- e) Further outsourcing of already outsourced activities and functions within the meaning of section 25a (2) German Banking Act (*Kreditwesengesetz* - KWG) to Third Parties (subcontractors) shall only be permitted if the Reporting Party agrees and the subcontractor's full compliance with the obligations to which the Reporting Party and Deutsche Börse are subject in accordance with this Agreement as well as the subcontractor's submission of the related declarations required are ensured. Deutsche Börse shall make contractual agreements with a subcontractor only in line with the provisions of this Agreement. The Reporting Party herewith grants its approval that Deutsche Börse further outsource already outsourced activities to companies affiliated with Deutsche Börse within the meaning of section 15 et seq. German Stock Corporation Act.

### 2 Monitoring and reporting obligations

- a) Deutsche Börse management shall internally monitor the services to be performed for the Reporting Party under this Agreement on an ongoing basis (outsourced activities). In particular, Deutsche Börse shall identify and remedy any deficiencies.
- b) Deutsche Börse shall provide the Reporting Party with regular reports on quality and results of this routine review at least once a year. Deutsche Börse will specify the exact content, scope and dates of such reports separately.
- c) In the event of serious or recurring systematic process errors, Deutsche Börse shall, without delay, inform the Reporting Party of impacts and measures taken to avoid such errors in future.

### 3 Instruction and control rights

In order for the Reporting Party to perform its monitoring function concerning the outsourced activities, Deutsche Börse shall grant the Reporting Party all necessary information, inspection, entry and access rights as well as the instruction and control rights necessary to ensure orderly execution of the outsourced activities that are required in accordance with section 25a (2) German Banking Act (*Kreditwesengesetz* - KWG) to ensure that the monitoring obligations and control rights of the Reporting Party's management, BaFin's audit rights and control possibilities and the Reporting Party's internal audit function are not compromised by outsourcing business activities. Deutsche Börse shall follow the Reporting Party's necessary instructions in this context without delay, regardless of any competing instruction rights. If following an instruction results in a change in the service and quality standards, paragraph 1 d) sentence 2 applies accordingly to the costs.

#### 4 Audit rights

- a) Deutsche Börse shall grant the Reporting Party and its internal auditors, auditors auditing the Reporting Party due to statutory provisions, BaFin and those parties BaFin commissions (hereinafter referred to as "Auditors") a full and unimpeded right to inspection and audit in performing their supervisory activity for the outsourced activities. As part of this right, Deutsche Börse shall provide these Auditors information and all documents relating to the outsourced activities required for the audit. The Auditors have the right to make copies of relevant documents related to the outsourced activities. The Auditors may enter and have access to all documents, data storage media, facilities and related to the outsourced activities, with prior approval by Deutsche Börse. The staff of Deutsche Börse's Group Audit function who perform internal audits at Deutsche Börse are released from their confidentiality obligation in this respect. The same applies to individuals who perform statutory audits of the outsourced activities at Deutsche Börse or audits imposed by supervisory authorities.
- b) The Parties shall mutually inform each other without delay if they have been asked to provide information by an authority or if they have been informed of forthcoming regulatory measures or will be subject to such audits and measures, if such requests for information, audits or measures relate to services provided under this Agreement, and shall agree on the further procedure.

#### 5 Audit rights after termination of the Agreement

The audit rights provided for in paragraph 4 above remain unaffected from termination of this Agreement for a period of 2 (two) years, beginning with the expiration of the financial year in which this Agreement was terminated. The relevant documents must be kept available for this period.

### § 7 Data protection, confidentiality

- 1 Deutsche Börse shall take all technical and organizational measures necessary to ensure that the data is used exclusively for the business purpose which is the object of this Agreement. A security level shall be applied that is in line with the data sensitivity and the respective technological state of the art.
- 2 Deutsche Börse staff shall comply with the secrecy provisions set forth in the German Federal Data Protection Act (*Bundesdatenschutzgesetz* - BDSG).
- 3 Deutsche Börse monitors the orderly application of and access to the TRICE® system as well as the staff utilizing it.
- 4 Deutsche Börse protects all reporting data against unauthorized entry, access and usage.
- 5 The Parties shall keep documents, information and data they have been granted access to or gained knowledge of due to the or in the course of the cooperation secret and shall protect them against unauthorized access during the term and after termination of the Agreement.
- 6 The Parties also subject all persons or companies, who or which they have entrusted with the services under this Agreement, or who have received information contained in the Agreement to the confidentiality obligations.

7 Information not deemed confidential is information:

- § which is available to the public, which was already known to the Parties or was subsequently published by the forwarding Party, or
- § which were developed independently and autonomously by a Party without the latter having been aware of or having used similar information from the other Party, or
- § which was disclosed by a Third Party that is authorized to do so and is not subject to any confidentiality period, or
- § which must be disclosed due to statutory provisions or orders issued by governmental authorities,
- § which was disclosed to parties subject to confidentiality obligations in a professional capacity.

8 The data protection and confidentiality obligations shall survive termination of this Agreement.

9 Dissemination of data by Deutsche Börse for the business purpose which is the object of the Agreement shall remain unaffected.

## § 8 Liability

1 The contractual Parties shall not be liable for violations of duty due to simple negligence, unless damages from violation of life, body and health or guarantees or claims from the Product Liability Act are concerned. The liability for the violation of duties whose fulfilment guarantees the orderly implementation of the contract in the first place and on whose fulfilment the damaged contractual party can usually rely shall remain unaffected. The same applies for violation of duties by auxiliary persons.

2 If a Party is obliged to compensate frustrated expenses, paragraph 1 shall apply mutatis mutandis.

3 Deutsche Börse assumes no liability for the accuracy and completeness of the data which the Reporting Party or a Third Party made available to Deutsche Börse. The Reporting Party shall be responsible for properly entering the data. Deutsche Börse checks the data for plausibility only. In particular, Deutsche Börse shall not be liable for damages if the Reporting Party does not meet its cooperation obligations in accordance with Appendix 1 and, as a result, the reporting record is not transferred or contains erroneous reporting information. The Reporting Party shall be responsible for properly entering the data.

4 Deutsche Börse shall not be liable for damages resulting from force majeure, riot, acts of war, natural disasters, or other events beyond its control (e.g. strikes, lock-outs, traffic disruptions, acts of government in the Federal Republic of Germany or abroad), or as a consequence of technical problems for which they are not at fault. The term force majeure shall also include malware or intentional attacks by Third Parties on the TRICE® system, provided that appropriate security systems were in place to avert damage from such attacks.

## § 9 Amendments to the Agreement

- 1 Deutsche Börse is entitled to amend this Agreement at any time, taking appropriate account of the Reporting Party's interests. The Reporting Party shall be notified in writing of the amendments 3 (three) months before they come into force. Amendments are deemed approved unless the Reporting Party files a written objection with Deutsche Börse within 3 (three) months after being notified of them. Deutsche Börse shall draw particular attention to these consequences in its notification to the Reporting Party. If the Reporting Party objects to the Amendments the unamended version of the Agreement shall continue to apply. In such case, Deutsche Börse AG may terminate the Agreement by giving 4 (four) weeks' notice.
- 2 Notwithstanding paragraph (1), Deutsche Börse may amend the Agreement at any time with immediate effect or after a brief period of notification if the amendments become necessary and require immediate implementation due to amended legislation or requirements prescribed by BaFin and/or AMF relating to the reporting obligation. Deutsche Börse shall promptly notify the Reporting Party of any amendments in accordance with sentence 1 in writing. If the Reporting Party does not agree with these amendments, it can, notwithstanding section 10, terminate the Agreement with immediate effect.

## § 10 Term and Termination

- 1 The Agreement enters into force on the date it is signed by both Parties and is valid for an indefinite period.
- 2 The Agreement can be terminated by either Party giving 3 (three) months' notice to the end of the quarter. The right to terminate the Agreement for cause without notice remains unaffected.
- 3 Deutsche Börse is entitled to terminate this Agreement without notice in the following cases in particular:
  - a) the Reporting Party's financial situation significantly deteriorates, thus jeopardizing its ability to fulfill the obligations under this Agreement, or
  - b) despite being warned, the Reporting Party does not cease violation of conditions going to the root of the Agreement within 14 (fourteen) days after receipt of the warning, or
  - c) the Reporting Party is in default of payment of remuneration or significant parts thereof for 2 (two) consecutive months.
- 4 Notice of termination must be given in writing.

## § 11 Final provisions

- 1 The law of the Federal Republic of Germany shall apply. The place of performance is Frankfurt am Main. Exclusive place of jurisdiction is Frankfurt am Main.
- 2 Subsidiary agreements, amendments and supplements to this Agreement must be made in writing. This also applies to the cancellation of the requirement of written form.
- 3 Integral parts of this Agreement are
  - § the Guide for Reporting Parties attached in Appendix 1
  - § the Schedule of Services attached in Appendix 2
  - § the Fee Schedule attached in Appendix 3
- 4 In the event that any individual terms of this Agreement should be or become invalid or impracticable, this shall not affect the validity of the remaining terms hereof. Any invalid contractual provision shall be replaced either by the statutory provision or (in the event of absence of such a rule) such provision as the parties would in good faith have admissibly adopted if they had been aware of the invalidity or nullity of the term which it replaces. The same shall apply in so far as it may be determined that the contractual provisions are incomplete.

On behalf of the Reporting Party: «Firma\_1» «Firma\_2»

«ORT», Date

< Recipient >

< Recipient >

On behalf of Deutsche Börse AG:

Frankfurt am Main,

ppa. Stefan Sachsenweger

ppa. Christian Libor

TRICE® is a registered trademark of Deutsche Börse AG