

# DBG Compliance Principles for Suppliers

Effective as of April 2025

## Preamble

Deutsche Börse AG and its subsidiaries (“**Deutsche Börse Group**” or “**DBG**”) operate in a highly regulated and complex environment. As such, compliance with applicable laws, regulations, and professional standards constitutes a fundamental principle of DBG’s corporate culture.

External business partners providing products and services to entities of DBG (“**Suppliers**”), may be—depending on their business activities and regulatory requirements as well as jurisdiction(s) they operate or are represented in—subject to a variety of national and international compliance requirements. Non-compliance with these requirements by Suppliers may negatively impact their business relationship with DBG, and lead to legal, regulatory, financial, or reputational risks for both parties.

This document defines DBG’s expectations regarding the (minimum) compliance requirements (“**Compliance Principles**”) specified herein, which Suppliers must observe and comply with when commencing and conducting business with any entity of DBG. Suppliers are also expected to use their best efforts to oblige their employees, affiliated entities and sub-contractors to adhere to the requirements in this document.

If compliance with any provision of this document would result in a legal or regulatory violation, Suppliers must follow the governing law or rule. Where there is a conflict between these Compliance Principles and any legal or regulatory requirement or any contractual agreement with a DBG entity, the legal or regulatory requirement or contractual arrangement will prevail.

DBG requires its Suppliers to comply with applicable laws and regulations when conducting business with DBG, including but not limited to the following:

## I. Prevention of Money Laundering (AML) & Counter Terrorism Financing (CTF)

*Money laundering is the process through which persons or entities attempt to use the financial system to conceal the true origin and/or the true ownership of the monetary proceeds of activities considered by law to be criminal (or predicate) offences. Terrorism Financing constitutes the gathering or supply of funds or proceeds intended for use in the commission of terrorist acts or the activities of terrorist groups.*

The Supplier declares to:

1. Not tolerate, or (not support to) commit, money laundering or terrorism financing in any form,
2. Make their employees aware that inciting, aiding as well as attempting to commit money laundering or terrorism financing are prohibited and subject to criminal liability,

3. Subject to the AML/CTF laws and regulations being applicable to the Supplier, establish an appropriate and effective risk management system to prevent money laundering and terrorism financing, which includes, inter alia,
  - Due diligence procedures (know your customer/business partner),
  - Training and awareness of employees,
  - Reporting of (potential) suspicious activity to and cooperation with the competent authorities.

## II. Prevention of Criminal Offences

*Criminal offences (incl. fraud) are intentional criminal actions committed by internal or external parties to the detriment of a company, which may cause a monetary loss, a reputational, or a regulatory damage. Criminal offences do not only include acts committed to the (direct or indirect) detriment of the assets of a company, but also acts to the detriment of third parties, if such acts can result in confiscation measures against the company or significant administrative fines being imposed against the company due to an involvement of a representative in the criminal activity.*

The Supplier declares to:

1. Not tolerate or (not support to) commit criminal offences in any form,
2. Make their employees aware that inciting, aiding as well as attempting to commit such criminal offences are prohibited and subject to criminal liability,
3. Commit to actively combating fraudulent behaviour.

## III. Sanctions

*Sanctions are designed to ensure that economic support is not provided to sanctioned persons, countries or territories known to be involved in activities which threaten global security or otherwise serious organized illegal activities including terrorism.*

*“Sanctions” means any economic, financial or trade sanctions laws, regulations, executive orders restrictive measures or other sanctions requirements enacted, administered, imposed, enforced or publicly notified by the United Nations; the European Union; the United States of America; the United Kingdom; the Federal Republic of Germany; the government, any official institution, authority and/or agency of any person listed above; and/or any other government, official institution, authority and/or agency with jurisdiction over any entity of DBG, the Supplier or any of the Supplier’s affiliates.*

*“Sanctioned country” means any country or other territory that is, or whose government is, subject to country-wide or territory-wide sanctions (including, but not limited to Syria, Sudan, South Sudan, Venezuela, Cuba, Iran, North Korea, Belarus, Russia, and the following regions: Crimea/Sevastopol, Donetsk, Kherson, Luhansk, and Zaporizhzhia).*

*“Sanctioned person” means a person who is, or is owned or controlled by, a designated target of sanctions.*

The Supplier declares:

1. That neither it nor any company of the group to which it belongs, nor any of its representatives or employees, is currently the target of any sanctions, a sanctioned person or in breach of any sanctions, and
2. That the supplied services do not originate from activities with any person, or in any country or territory, that at the time of such supply, is a sanctioned person or sanctioned country, or from any activity performed in a violation of sanctions,

3. To inform the compliance function of the DBG entity the Supplier is working with immediately in the event of any change in the above declarations.

#### IV. Market Abuse

*Market Abuse, including insider dealing, unlawful disclosure of inside information and market manipulation are criminal offences, and so is the inciting, aiding, and abetting and the attempt of any of these offences. Inside information means any information of a precise nature which has not been made public, relating, directly or indirectly, to one or more issuers, financial instruments, commodity derivatives, emission allowances or auctioned products based thereon or wholesale energy products, and which, if it were made public, would be likely to have a significant effect on the price of those financial instruments or on the price of related derivative financial instruments or on the price of those wholesale energy products.*

*Insider Dealing arises where a person has access to inside information and uses that information by acquiring or disposing of, for his or her own account or for the account of a third party, directly or indirectly, financial instruments or wholesale energy products to which that information relates; or uses inside information by cancelling or amending an order concerning a financial instrument or wholesale energy products to which the information relates where the order was placed before the person concerned possessed the inside information. In relation to auctions of emission allowances or other auctioned products based thereon that are held pursuant to Regulation (EU) No. 1031/2010, the use of inside information shall also comprise submitting, modifying, or withdrawing a bid by a person for its own account or for the account of a third party.*

*Market manipulation can be defined as any action which could influence unjustifiably the stock exchange or market price of financial instruments or wholesale energy products, or to give false signals regarding the supply of or demand for financial instruments or wholesale energy products, irrespective of whether or not the action actually affects the demand for, supply of or market price.*

While working for DBG, compliance-relevant information—meaning sensitive or inside information relating, e.g., to issuers or financial instruments—may become known to the Supplier. The misuse of such information is strictly prohibited. It must not be shared unless required on an absolute need to know basis in the exercise of an employment, profession or duties.

The Supplier declares to not:

1. Engage in insider dealing or market manipulation,
2. Recommend that an employee or another person engages in insider dealing, nor induce an employee or another person to engage in insider dealing,
3. Unlawfully disclose inside information,
4. Incite, aide or attempt to commit such offences.

The Supplier declares to:

5. Establish and maintain appropriate and effective systems and procedures aimed at the prevention of (attempted) insider dealing and market manipulation.
6. If gaining access to inside information regarding financial instruments issued by any entity of DBG due to acting on behalf or on account of DBG:
  - Establish and maintain an insider list in accordance with Art. 18 (1) of Regulation (EU) No 596/2014 (Market Abuse Regulation),
  - Notify DBG Compliance at [compliance-ecp@deutsche-boerse.com](mailto:compliance-ecp@deutsche-boerse.com) of a contact person responsible for the maintenance of such insider list, including the personal information required as per Annex I (Template 1) of Commission Implementing Regulation (EU) 2022/1210,

- Take all reasonable efforts to ensure that any person on the insider list acknowledges in writing the legal and regulatory duties entailed.

## V. Conflict of Interest

*Conflicts of interest may arise in situations in which the interests of one party may (appear to) interfere with the interests of another party. This may impair the ability of one or both parties to act fairly and ethically, i.e., its objectivity to take a decision during its professional obligations. A conflict of interest is not in itself evidence of wrongdoing. However, a conflict of interest can become a serious legal, regulatory or reputational issue for both sides if not identified and managed effectively.*

*Conflicts of interest may originate from personal, professional, or economic relationships with other persons such as financial interests (deriving from e.g., participation of at least 5% in a third party, for example a shareholder or competitor of a DBG entity, from loans or investment club memberships) or interests of persons closely associated, e.g., family members.*

The Supplier declares to:

1. Establish and maintain appropriate and effective systems and procedures aimed at the identification and appropriate management of (potential) conflicts of interest,
2. Identify, manage and document (potential) conflicts of interest,
3. Implement appropriate measures to mitigate any (potential) conflicts of interest, such as segregation of duties, recusal/exclusion of conflicted persons, termination of contract,
4. Notify DBG Compliance at [compliance-ecp@deutsche-boerse.com](mailto:compliance-ecp@deutsche-boerse.com) of a (potential) conflict of interest relevant to the contractual relationship with or provision of service to a DBG entity,
5. Ensure that they and their employees abstain from misuse of inside information or other sensitive information obtained during their professional responsibilities, or of misuse of their professional position for personal gain.

## VI. Bribery and Corruption

*Corruption means the abuse of entrusted power in business dealings for private gain for oneself or a third party, i.e., by offering, promising or giving a benefit, or authorizing someone to do so (active corruption), or by accepting, soliciting a benefit or allowing oneself to be promised a benefit (passive corruption). Benefit means gift, business entertainment or other benefits, i.e., any privileges, rights, assets, items, or activities/events of value. Active and passive corruption, including bribery, are prohibited.*

The Supplier declares to:

1. Establish and maintain appropriate and effective systems and procedures aimed at the prevention of bribery and corruption, active or passive,
2. Abstain from offering, promising, giving or authorizing someone to offer, promise, accept or solicit any gift, business entertainment or other benefit, if it appears illegal, excessive in value or frequency, non-customary, or intended to improperly influence employee judgement,
3. Ensure that
  - Exchanging cash/ cash equivalents as benefits is prohibited,
  - Facilitation payments and kick-back payments as compensation for preferential treatment or other improper services are prohibited,
  - Granting or accepting benefits is aimed at promoting, maintaining and strengthening the overall business relationship,

- Frequency, type and value of benefits are appropriate and do not risk reputational or any other damages,
- Business negotiations/ decisions are not pending or ongoing between the parties involved when exchanging benefits.

## VII. Anti-Trust/-Competitive Practices

*Antitrust law protects free, undistorted, and effective competition for the benefit of customers, companies and society. Antitrust laws, amongst others, prohibit agreements and concerted practices between companies that restrict competition as well as abusing a dominant market position.*

The Supplier declares to:

1. Commit to fair and undistorted competition and the fundamental rules of fair play and professional conduct,
2. Handle confidential and proprietary information (e.g., on marketing strategies, competitors, customers, pending negotiations, pricing, sales, etc.) with care,
3. Not participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors,
4. Not exchange information on prices, contract terms, costs, inventories, capacities, marketing plans or other competitively significant information with competitors.

## VIII. Data Protection

The Supplier declares to comply with all applicable data protection laws and regulations, including, but not limited to, the General Data Protection Regulation (GDPR) and the law of the country where the Supplier is registered and personal data processing takes place.

## IX. Reporting Violations

DBG requires its Suppliers to bring—without undue delay—to the attention of the responsible compliance function of the DBG entity engaged in the business relationship with the Supplier, or to the dedicated contact (as specified below) directly any (suspected) violation of these Compliance Principles by such Supplier and/or its employees that might adversely affect DBG, to the extent that doing so will not put the Supplier in contravention of their legal, regulatory, or professional obligations.

In this context, the Supplier is also encouraged to confidentially report tips or leads about perpetrated or suspected cases of criminal conduct and related violations of the Compliance Principles that might adversely affect any DBG entity, particularly any financial injuries harming any DBG entity, to the DBG Whistleblower Hotline.

## X. DBG Contacts

<b>DBG Compliance (General and Anti-Trust)</b>	compliance.service.management@deutsche-boerse.com
<b>Criminal Offences, Money Laundering</b>	MLRO_DBG@deutsche-boerse.com
<b>Data Protection</b>	dataprotection@deutscheboerse.com
<b>Market Abuse, Bribery &amp; Corruption, Conflict of Interest</b>	compliance-ecp@deutsche-boerse.com
<b>Sanctions</b>	sanction_GC@deutsche-boerse.com
<b>Whistleblower Hotline (+49 30 99257146)</b>	<a href="https://www.bkms-system.com/deutsche-boerse; deutsche-boerse.com/whistleblower">https://www.bkms-system.com/deutsche-boerse; deutsche-boerse.com/whistleblower</a>

## XI. DBG's Rights

DBG will evaluate the Supplier's compliance with the requirements set out herein during the Supplier's onboarding process, or upon DBG's request.

The Supplier may be asked to re-affirm compliance with the requirements set out herein periodically. Upon request, the Supplier will provide written information on their policies and practices related to compliance with the requirements set out herein.

In the event that the Supplier should fail to comply with these obligations or take appropriate corrective action within a reasonable timeframe, or if the breach of these Compliance Principles is so severe that the relevant DBG entity cannot be reasonably expected to continue the business relationship, DBG (and such DBG entity) reserves the right—without prejudice to any other rights—to terminate the relationship without prior notice and rescind any associated contracts or agreements.

In case the Supplier or any company of the group to which it belongs, or any of its representatives or employees, becomes the target of any sanctions, the relevant DBG entity is entitled to terminate the business relationship immediately without notice and without payment of any amount for any reason.

This version supersedes all prior versions of minimum compliance requirements of DBG.