

## **ANNEX F, PROVISIONS FOR EXTRANET SERVICE PROVIDERS**

### OF THE EMDDA

(APPLICABLE FROM JANUARY 2018)

---

#### **1. DEFINITIONS**

*All capitalised terms used, but not defined herein will have the meaning as defined in the General Conditions.*

**“ASP”** or **“Application Service Provider”** means a Client that has obtained Application Service Provider status from Euronext with respect to the ASP Service.

**“ASP Service”** means the Redistribution of Real Time Information obtained through Direct Access and/or an ESP Service to Subscribers that are Euronext Trading Members, (i) as part of a hosted trading connectivity service that uses the Euronext Trading Member’s trading keys (as provided by Euronext to such Euronext Trading Member) to provide an interface to Euronext’s market(s) and enable the Users of the Euronext Trading Member to trade the relevant financial instruments on such markets(s) and (ii) where it is technically impossible for any person receiving the ASP Service to Use and/or Redistribute the Information in any other way than for the sole purpose of trading financial instruments on Euronext’s market(s).

**“Euronext Trading Member”** means a Subscriber who:

- (i) has a current and valid membership of one or more of the organised markets for securities and/or derivatives operated by one or more of the Euronext market undertakings (Euronext Amsterdam, Euronext Brussels, Euronext Lisbon, Euronext London, Euronext Paris) within the scope of article 4(1)(14) of MiFID; and
- (ii) has entered into a Trading Platform Agreement or Euronext Market Data Agreement with Euronext.

**“ESP”** or **“Extranet Service Provider”** means a Client that has obtained Extranet Service Provider status from Euronext with respect to the ESP Service.

**“ESP Service”** means the provision of layer three routing (physical mutualized network access, point-to-point leased lines, to the SFTI backbone) connecting a third party to Euronext’s Information network and facilitating the flow of Real Time Information from Euronext to the third party without any interference, i.e. without storing, processing, displaying, consuming and/or re-arranging the Information and without manipulating and/or moderating the Information in form and content in any way.

---

#### **2. INTRODUCTION**

2.1 Euronext may in its sole discretion decide to approve an application from a Client who wishes to obtain Extranet Service Provider and/or Application Service Provider status with respect to the ESP Service and/or ASP Service. All successful ESP/ASP applicants will be notified in writing by Euronext.

- 2.2 This Annex F will only be applicable to (i) the ESP's Redistribution of Real Time Information:
- (a) in native (SFTI) format, i.e. the Real Time Information has not been reformatted or modified in any way;
  - (b) through the ESP Service provided by the Client; and
  - (c) to a Euronext Trading Member that has requested to receive such Real Time Information subject to the Trading Platform Agreement or Euronext Market Data Agreement they entered into with Euronext;
- and (ii) the ASP's Redistribution of Real Time Information as part of an ASP Service provided by the Client and to a Euronext Trading Member that has requested to receive such Real Time Information subject to the Trading Platform Agreement or Euronext Market Data Agreement.
- 2.3 For the avoidance of doubt, Annex F does not apply to Redistribution by the Client outside of the scope of clause 2.2 of Annex F, in which event the standard terms and conditions of this Agreement apply.

---

### 3. OTHER PROVISIONS RELATED TO THE ESP/EURONEXT TRADING MEMBER RELATIONSHIP

- 3.1 The Euronext Trading Member's receipt and Use of Real Time Information shall be governed by the Trading Platform Agreement (or "TPA") and the complementary Data Licence Agreement for Trading Members (or "TMA") or Euronext Market Data Agreement (or "EMDA").
- 3.2 As a result, under the conditions of this Annex F:
- (a) Clause 6.6 of the General Conditions shall read as follows: "The Client shall notify Euronext promptly in writing in any case in which the Client has evidence or reasonable cause to believe an Euronext Trading Member has failed to meet its obligations under the TPA and/or TMA or EMDA (e.g. in case of non-payment or non-compliance)."
  - (b) Clause 6.7 of the General Conditions shall read as follows: "Euronext may at its sole discretion require the Client to discontinue the Redistribution of Information to a Euronext Trading Member that has failed to meet its obligations under the TPA and/or TMA or EMDA (e.g. in case of non-payment or non-compliance). Euronext must provide 30 days' notice of disconnection, in writing (including by email), to the Client and Euronext Trading Member concerned, except when clause 6.8 or 6.10 applies, in which case the Client shall discontinue such Redistribution immediately."
  - (c) Clause 9.3 of the General Conditions shall read as follows: "The Client shall incorporate in its agreement with the Euronext Trading Member that the Euronext Trading Member is not permitted to Redistribute the Information or to disseminate the Information to any of the Euronext Trading Member's group of companies without the prior written consent of Euronext."
  - (d) Clause 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 9.11 and 11.4 of the General Conditions shall not apply as the Euronext Trading Member's receipt and Use of Real Time Information shall be governed by the TPA and TMA or EMDA. Instead the Client shall confirm with Euronext, prior to providing a Euronext Trading Member with access to Euronext Information, that the Euronext Trading Member has entered into the TPA or EMDA.

---

#### 4. OTHER PROVISIONS RELATED TO REPORTING OBLIGATIONS

- 4.1 Clause 2.6, 4.2, 6.2 of the Annex C, Client Reporting Obligations, shall not apply as the Euronext Trading Member reports its receipt and Use, and pays any applicable Monthly Information Usage Fees, to Euronext directly subject to its TPA and TMA or EMDA.
- 4.2 The Client shall report to Euronext each Euronext Trading Member it provides Real Time Information to through the ESP Service/ASP Service, per Information product. This shall include the Euronext Trading Member's details (such as statutory name and address).
- 4.3 Each Euronext Trading Member the Client provides with Real Time Information through its ESP Service/ASP Service shall receive its own Location Account Number(s). The details corresponding to such Location Account Number should be that of such Euronext Trading Member.
- 4.4 The Client shall report the Euronext Trading Member's receipt of Real Time Information under separate, non-fee liable, Information product codes. It is advised to use Information product codes specified by Euronext.
- 4.5 For the avoidance of doubt, this means that if the Client solely Redistributes Information in accordance with this Annex F:
- (i) clause 4.3, 4.4, 4.5, 5.1, 5.3, 5.4, 5.5, 6.3, 6.4, 6.5 of the Annex C, Client Reporting Obligations, shall not be applicable; and
  - (ii) clause 5.2 of the Annex C, Client Reporting Obligations, shall read as follows: "The unit of count for measuring and reporting display use in relation to the Monthly Information Usage Fee , in case of the Client's Group Internal Distribution, shall be each User per Source. The unit of count for measuring such Internal Distribution, where a Device cannot be allocated to a natural person, shall be each Device. Simultaneous access on such Device is not permitted".