**EURONEXT TRUEUP APPLICATION FORM**

This Euronext TrueUp Application Form sets out the terms and conditions subject to which the Contracting Party may participate in the Euronext TrueUp Program (hereinafter the “**TrueUp Program**”).

This Application Form is an integral part of the Euronext Market Data Agreement between Euronext and the Contracting Party. All capitalised terms used, but not defined herein have the same meaning as defined in the EMDA General Terms and Conditions.

**Contracting Party:**

|  |  |  |
| --- | --- | --- |
|  | EURONEXT ACCOUNT NUMBER: \* |  |
| STATUTORY NAME: \* |  |
| ADDRESS: \* |  |
| ZIP CODE & CITY: \* |  |
| COUNTRY: \* |  |

*\*Mandatory Field*

## SCOPE

* 1. Every 6 (six) months, starting on the Effective Date, Euronext will perform an Audit covering the previous 6 months of the Contracting Party’s its Affiliates’ and/or its Service Facilitators’ Use and/or Redistribution of Information (hereinafter referred to as “**TrueUp**”) with the aim of identifying, resolving and settling any potential discrepancies between the Reports submitted by the Contracting Party to Euronext and its, its Affiliates’ and/or its Service Facilitators’ Use and/or Redistribution of Information within the TrueUp Scope. The TrueUp Program consists of 3 (three) consecutive TrueUps.
  2. The Contracting Party and Euronext mutually agree to the scope of the TrueUp Program, as specified in this Euronext TrueUp Application Form (the “**TrueUp Scope**”). If the Contracting Party issues a new Order Form, amends an existing Order Form, adds certain Information Products or terminates the Use and/or Redistribution of certain Information Products during the TrueUp Program, then the parties will discuss an amendment of the TrueUp Scope.
  3. Any Use and/or Redistribution of Information of the Contracting Party outside the TrueUp Scope will unconditionally remain subject to the EMDA and its Schedules and Policies, including the EMDA Audit Policy.

|  |  |
| --- | --- |
| **TrueUp Scope** | |
| START DATE FIRST TRUEUP ("Effective Date”) | DD/MM/YYYY |
| INFORMATION SUPPLIER(S) |  |
| TYPE OF USE | Internal Use  Redistribution  Both |

## TRUEUP

* 1. Except if and in as far as explicitly stated otherwise in this Euronext TrueUp Application Form, the Audit Policy of the EMDA will unconditionally apply to each TrueUp.
  2. Euronext will send a written notification at the start of each TrueUp confirming the details referred to in clause 6 of the EMDA Audit Policy, except for the scope of the Audit.
  3. In addition to clause 8 of the EMDA Audit Policy, in case of material deviations between the Reports and the Use and/or Redistribution of Information by the Contracting Party and/or its Affiliates and/or its Service Facilitators, the Reports by the Contracting Party will be amended to reflect the actual Use and/or Redistribution on a retroactive basis for the relevant TrueUp.
  4. To conclude a TrueUp, Euronext will provide the Contracting Party an instruction letter to implement the necessary adjustments, to change the Reports and pay additional Fees (if relevant) relating to the relevant TrueUp.

## Term and Termination

* 1. This Application Form will enter into force on the “Effective Date” and will continue to be in full force and effect until 3 (three) consecutive TrueUps have been performed. After said three TrueUps, and when any additional Fees have been paid by the Contracting Party, if relevant, this TrueUp Program shall automatically terminate, unless Euronext and the Contracting Party agree to extend the term of the TrueUp Program in writing (including by email).
  2. Euronext can terminate the TrueUp Program prior to the termination of the TrueUp Program by giving the other party not less than 1 (one) month prior written notice (including by email).
  3. After termination, the EMDA and EMDA Audit Policy unconditionally apply.

## Signature

* For the purposes of proper execution of this Application Form, Euronext accepts handwritten signatures on behalf of the Contracting Party. In some circumstances, and at Euronext’s absolute discretion, electronic signatures may be acceptable where that electronic signature meets the following criteria:

1. it is categorized as an “Advanced Electronic Signature” as described and defined in Article 26 of Regulation No 910/2014 (Electronic Identification and Authentication Services Regulation (“**eIDAS Regulation**”); and
2. the applicable “trust service”, as defined and described in the eIDAS Regulation, is provided by a service provider who is identified and listed in the “trusted lists” as set out in Article 22 of the eIDAS Regulation.

* By using an electronic signature, the Contracting Party confirms that such signature meets the above criteria.

**On behalf of the Contracting Party:**

|  |  |
| --- | --- |
| Signature \* |  |
| name |  |
| Position |  |
| Place, Date |  |

*\*To be signed by one or more authorized representatives of the Contracting Party.*

**On behalf of Euronext:**

|  |  |
| --- | --- |
| **SIGNATURE** |  |
| **NAME** | Mr. Michael Hodgson |
| **POSITION** | Head of Information Services |
| **PLACE, DATE** | Amsterdam, |