

# Aquis Member Participation Agreement Transaction Reporting Addendum

This **Transaction Reporting Addendum** is by and between:

**Aquis Exchange PLC**, a company incorporated in England with registered company number 07909192 whose registered office is located at Palladium House, 1-4 Argyll Street, London, United Kingdom, W1F 7LD ("**Aquis**"); and

[ ], a company incorporated in [ ] with registered company number [ ]  
whose registered office is located at [ ], (the "**Member**"),

(each a "**Party**" and together the "**Parties**").

## 1. TERM

- 1.1 This Transaction Reporting Addendum shall commence from the Amendment Date and unless terminated in accordance with Clause 4 and/or the terms of the Agreement shall continue for so long as the Member is a Member of Aquis.
- 1.2 The Transaction Reporting Addendum shall apply for at least a Minimum Term. After the Minimum Term, the Member may request to terminate the Transaction Reporting Addendum in accordance with the terms of clause 4.

## 2. SERVICES

- 2.1 During the Amendment Term, in consideration of the payment of any Fees and subject to compliance at all times with the terms of this Transaction Reporting Addendum (including the Rules and the Aquis Transaction Reporting Service Specification), Aquis will report to the FCA all applicable transactions on the Aquis MTF by the Member.

## 3. OBLIGATIONS

- 3.1 On and from the Amendment Date and during the Amendment Term:
  - 3.1.1 the Member must send to Aquis complete and accurate details of the transactions the Member has chosen for Aquis to report to the FCA, in the format and within the timeframe stipulated in the Transaction Reporting Service Specifications, or in such format and timeframe as otherwise agreed with Aquis in writing;
  - 3.1.2 in addition to its obligations under the Agreement, the Member must comply with any and all Applicable Laws applicable to the Member in respect of its obligations under the Agreement, as amended by this Transaction Reporting Addendum.

## 4. TERMINATION

- 4.1 If the Agreement is terminated for any reason or expires, this Transaction Reporting Addendum shall automatically cease.
- 4.2 Aquis may terminate the Transaction Reporting Addendum upon at least thirty (30) days' written notice to the Member to that effect.
- 4.3 In the event that the Member wishes to cease having its transactions on the Aquis MTF reported to the FCA by Aquis, the Member must provide Aquis with at least thirty (30) days' written notice to that effect and this Transaction Reporting Addendum will terminate.

## 5. CONSEQUENCES OF TERMINATION

- 5.1 Upon termination of this Transaction Reporting Addendum, all rights of the Member to have its transactions on the Aquis MTF reported to the FCA by Aquis shall immediately cease.
- 5.2 The terms and conditions of Clause 6 of this Transaction Reporting Addendum shall survive any termination, cancellation, replacement, expiration, or modification of this Agreement.

**6. INDEMNITY**

6.1 The Member agrees to indemnify and hold harmless the Aquis Parties from and against any and all Damages to which any Aquis Party may become subject which arises out of any breach by the Member or any Permitted Entity of the terms of this Transaction Reporting Addendum, except to the extent that any such Damages are caused by the gross negligence, wilful default or fraud of the Aquis Parties.

**7. INTERPRETATION**

7.1 From the Amendment Date, the Parties agree that this Transaction Reporting Addendum amends the Agreement. The Agreement shall remain in place with full force and effect between the Parties except as specifically amended by the Transaction Reporting Addendum.

7.2 Terms defined in the Agreement shall apply unless specifically defined or redefined in this Transaction Reporting Addendum.

7.3 Clause 1.2 of the Agreement is deleted and replaced as follows:

7.3.1 in the event and to the extent of any conflict of interpretation between the documents which comprise this Transaction Reporting Addendum, the order or interpretation shall be:

- (a) the Rules (including the annexed Trading Platform Guide);
- (b) the Member Participation Agreement;
- (c) the Liquidity Provider Addendum (if the Member has signed a Liquidity Provider Addendum);
- (d) the Member Application Form;
- (e) the Transaction Reporting Addendum
- (f) the Fee Schedule; and
- (g) the Technical Specification(s), including the Transaction Reporting Service Specification.

**8. DEFINITIONS**

8.1 In this Transaction Reporting Addendum, unless the context requires otherwise, the following words shall have the following meanings:

- Agreement:** means the Member Participation Agreement agreed between the Parties on [ ];
- Amendment Date:** means [ ];
- Amendment Term:** means the duration of this Transaction Reporting Addendum, determined in accordance with Clause 1.1;
- Minimum Term:** means a period of ninety (90) days from the Amendment Date;
- Transaction Reporting Addendum:** means the Agreement and this Transaction Reporting Addendum.
- Transaction Reporting Service Specification:** means the Technical Specification called Regulatory Transaction Reporting Service Technical Specification, as amended from time to time.

IN WITNESS WHEREOF, the Parties have executed this Transaction Reporting Addendum as of the date first set forth below.

By and on behalf of [ ]:

By (printed):

Signature:

Title:

Date:

By and on behalf of Aquis Exchange PLC:

By (printed):

Signature:

Title:

Date: