

## **Registration Form For Fund Agent (“RF for FA”)**

### **Please NOTE**

By executing this form, the applicant acknowledges and agrees that the signed and scanned version and its supporting documents (Appendixes) as sent to [EuronextMembership@euronext.com](mailto:EuronextMembership@euronext.com), along with the Euronext confirmation of acceptance letter issued, scanned and sent by Euronext (“Acceptance letter”), shall constitute evidence of the conclusion and acceptance of the terms of a legally binding agreement between the parties (“Agreement”).

All capitalised terms shall have the meaning ascribed to them in the Euronext Rules or the set of contractual documents. This may be subject to change from time to time.

## 1. INTRODUCTION

---

The Agreement shall include

- The Membership Application Form
- This Registration Form
- The rules applicable to Euronext's regulated and non-regulated markets enabled to change from time to time ("Euronext Rules").

For the instruments admitted to the Euronext Fund Service Paris, the funds listed in the Listing Form as defined in the Section 2.5 General Terms and Conditions (Appendix 1) are submitted

- Whether admitted to the Euronext Access; it is governed by the Euronext Access Rule Book containing specific provisions related to the admission, the delisting and the trading activity and by cross-reference the Chapters 2 & 8 of the Rule Book I Harmonized Rules

or

- Whether admitted on the regulated markets; it is governed by the Rule Books I & II

depending on which market the instrument is admitted upon the prior request of the issuer.

Through the Euronext Fund Services<sup>(1)</sup>, a Euronext Securities Member may act as fund agent (hereinafter the "**Fund Agent**") on behalf of eligible open-ended Investment funds for the purpose of managing subscription or redemption orders of the latter's shares/units.

Open-ended Investment funds shall be considered as eligible to the extent that the funds are currently admitted for listing on Euronext Securities Markets<sup>(2)</sup> (hereinafter "**Eligible Open-Ended Investment Funds**").

---

1- All capitalised terms shall have the meaning ascribed to them in the Euronext Rules or the set of the contractual documents. This may be subject to change from time to time.

2- According to this Registration Form, any market, including any regulated market, for Securities operated by any Euronext Market Undertaking.

## 2. REPRESENTATIONS AND WARRANTIES

---

### 2.1 THE FUND AGENT REPRESENTS AND WARRANTS TO EURONEXT THAT:

- (a) prior to the filing of this Registration Form, the relevant Eligible Open-Ended Investment Fund and, as the case may be, the management company appointed by the relevant Eligible Open-Ended Investment Fund, have expressly authorised the Fund Agent to act as such;
- (b) in the case of no CCP clearing<sup>(3)</sup>, it is duly authorised to, or has secured the relevant set-up through an authorised third party to, access and use the settlement systems in order to provide settlement and delivery instructions in relation to the Eligible Open-Ended Investment Fund (to be) admitted to listing on the French Euronext Securities Markets (as relevant) for which the Euronext Securities Member is applying to be a Fund Agent.

**2.2** The Fund Agent shall fully indemnify, keep indemnified and hold harmless Euronext on demand from and against any and all losses, liabilities, damages, costs, claims and expenses arising from each act or omission contravening to these representations and warranties above. Euronext shall notify the Fund Agent of any actual claim notified to itself which Euronext reasonably believes may fall within the obligations of the Fund Agent.

**2.3** The Fund Agent grants Euronext a non-exclusive, transferable, royalty-free licence to use any of its commercial references, whether trademarked or not, in connection with the Euronext referential purpose only.

**2.4** The Fund Agent and Euronext appoint the following contact details for day-to-day communications with regards to the Fund Agent's relationship with Euronext.

For Euronext:

**Product Management European ETPs**

Tel: +33 (0)1 70 48 28 96

Email: [funds@euronext.com](mailto:funds@euronext.com)

**Client Support**

Tel: +33 (0)1 8514 8585

Email: [clientsupport@euronext.com](mailto:clientsupport@euronext.com)

**ETP Corporate Actions Team**

Tel: +33 (0)1 85 14 85 94

Email: [etpeurope.listing@euronext.com](mailto:etpeurope.listing@euronext.com)

For the Fund Agent:

Name:		Email:	
Tel:		Title:	

Name:		Email:	
Tel:		Title:	

---

3- For clarity, no CCP interposition is required for Euronext Fund Service Paris.

### 3. SUSPENSION, CHANGES, TERMINATION AND TRANSFER

---

The Fund Agent acknowledges and agrees that:

- **EURONEXT CHANGE** Euronext reserves the right to make any modifications or adjustments related to the terms and conditions applying to the Fund Agent from time to time, justified notably by technical<sup>(4)</sup> or regulatory reasons or policies which include reasons due to, but not limited to, Euronext subcontractors, governmental authority, law, regulation or legal process or court order. As the case may be, Euronext will endeavour to give information in an appropriate manner (notification or updated version of notification on website) prior to giving effect to any amendment to this Agreement that is likely to have a significant impact on the Fund Agent. The Fund Agent's use of the Euronext Fund Services one calendar month after receipt of notice of amendment of this Agreement constitutes acceptance of that amendment.
- **TERMINATION** Unless otherwise provided above and mainly except if the other Party contravenes laws and regulations for which termination is effective immediately by written notice, the Registration Form may be entirely terminated by giving the other Party thirty (30) trading days' prior written notice.
- **SURVIVING PROVISIONS** The following provisions based on the Membership Application Form shall survive the termination of the Fund Agent Registration: payment, confidential information, liability, indemnification and governing law and jurisdiction.
- **TRANSFER** This registration may not be transferred, assigned or encumbered by or on behalf of the Fund Agent unless Euronext agrees otherwise.

### 4. FEES

---

According to the Membership Application Form, pricing conditions for the Euronext Securities Markets are published within the fee guide dedicated to Securities trading activity<sup>(5)</sup>.

### 5. PERSONAL DATA

---

- Terms in this article that are not defined in this Agreement shall have the meaning stated in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

In the framework of this form Euronext processes, as a Controller, Personal Data provided to it by the Fund Agent.

In order to inform the concerned Data Subjects about the Processing of their Personal Data, the Fund Agent shall explicitly refer the Data Subjects to the privacy statement on the website of Euronext accessible at: <https://www.euronext.com/en/privacy-policy>.

---

4- Please note that the Member shall technically access to the Euronext Fund Service Paris through the Trade Confirmation Systems ("TCS") as mentioned in the Annex 3.

5- Subject to possible change, fee guide for Securities trading is called the Cash Markets Trading Fee Guide.

The Fund Agent represents and warrants that these data are at all times collected, processed and provided to Euronext in accordance with all applicable law and regulation, including without limitation that relating to the protection of individuals with regard to the processing of personal data.

## 6. ADMISSION AS A FUND AGENT

---

### Signature by authorised representative

*Please note: this form can only be signed by an authorised representative (authorised to represent the Member by virtue of the law, articles of association, rules, etc).*

<b>Member Company Name:</b>	
<b>Member ID on Euronext Securities Markets</b>	
<b>ESES participant code<sup>(6)</sup></b>	
<b>Signature of authorised representative</b>	
<b>Full name of authorised signatory</b>	
<b>Date</b>	

---

6- You must complete the ESES participant code ONLY for the Euronext Fund Service Paris and only if different from the Member ID on Euronext Cash field.

## APPENDIX 1: LIST OF OPEN-ENDED INVESTMENT FUNDS

We hereby apply to become Fund Agent on the Open-Ended Investment Funds listed below:

<b>FUND NAME</b> <i>Name of the Eligible Open-Ended Investment Fund. If this is a legal person, please indicate the company name</i>	<b>ISIN CODE</b>	<b>TRADING PLACE</b> <b>FOR AMSTERDAM PLEASE SPECIFY "AM" OR FOR PARIS SPECIFY "PAR"</b>	<b>RM OR NON-RM</b> <i>For EFS Paris, Please specify "RM" if regulated market or "NRM" if non-regulated market</i>	<b>MANAGEMENT COMPANY NAME</b> <i>If the fund is not a legal entity, please indicate the name of the management company</i>

## APPENDIX 2: FUND AGENT REGISTRATION UPDATE FORM

Member company name:	
Contact name:	
Tel:	
Email:	
Date:	

### I. ADMISSION AS A FUND AGENT ON THE FOLLOWING OPEN ENDED INVESTMENT FUND(S)

As an active Fund Agent on the Euronext Cash Markets, we hereby request to become Fund Agent on the Open-Ended Investment Fund(s) listed below:

NAME OF OPEN-ENDED INVESTMENT FUND	ISIN CODE	TRADING PLACE	

### II. RESIGNING AS A FUND AGENT ON THE FOLLOWING OPEN ENDED INVESTMENT FUND(S)

As an active Fund Agent on the Euronext Cash Markets, we hereby request to resign our status as Fund Agent on the Open-Ended Investment Fund(s) listed below:

NAME OF OPEN-ENDED INVESTMENT FUND	ISIN CODE	TRADING PLACE

We understand that our admission / resignation as Fund Agent on the funds detailed above will not be effective until (i) we have completed the Funds Update Form to the satisfaction of Euronext and have provided such additional information as is, and entered into such agreements as are, required by Euronext; (ii) our Funds Update Form has been approved by Euronext; (iii) Euronext has notified us of its decision in writing; and (iv) the appropriate Euronext Trading Announcement has been disseminated to the relevant Marketplace.

**SIGNATURE BY AUTHORISED REPRESENTATIVE**

*Please note: this form can only be signed by an authorised representative (authorised to represent the Member by virtue of the law, articles of association, rules, etc).*

<b>Member Company Name</b>	
<b>Member ID on Euronext Securities Markets</b>	
<b>Signature of authorised representative</b>	
<b>Full name of authorised representative</b>	
<b>Date</b>	

**Reminder:**

Please send a scanned version of this form to [EuronextMembership@euronext.com](mailto:EuronextMembership@euronext.com).



## APPENDIX 3: TCS AS INDIRECT ACCESS

---

On the request of the Fund Agent for EFS, Euronext carries out i) the technical receipt of the message flows conveyed by a Euronext pre-approved third-party provider<sup>(7)</sup> appointed by the Fund Agent for EFS and then ii) the transfer of these messages to EFS Paris (“Fund Agent flow for the EFS”) allowing the Fund Agent to perform the trading activity.

### 1. FEE MODIFICATION

---

Indirect access is free of charge. Euronext may modify fees from time to time, and notably introduce specific fees for TCS. Euronext shall give the Member reasonable prior notice of each such change, namely at least thirty (30) calendar days before the modification of the fees becomes effective.

### 2. LEVEL OF ACCESS SERVICES

---

- a) The Member acknowledges that Euronext has fulfilled all of its advisory and information obligations regarding the essential characteristics and features of the TCS Service in accordance with the specifications described within Euronext’s technical specifications and operational policies
- b) It is expressly agreed that Euronext is subject to a best-endeavours obligation in the performance of its obligations under this Agreement.
- c) Euronext shall not be held liable for:
  - any transmission difficulties or, broadly, for network disturbances related to technical elements not under its control;
  - malfunctions of hardware, networks, or electronic/telephone communications beyond its control and which have not been placed under its direct responsibility;
  - any defect arising from the sending of messages sent through the third party ‘s systems or the lack of and/or content of information provided by the Member;
  - the use of the access including but not limited theft, loss or fraud use by third parties other than the Users appointed by the Member
- d) For direct, certain and personal damage suffered by the Member, Euronext’s liability shall be limited to remedy by making its best endeavours to repair by delivering a technical support for accessing the TCS Service subject to a request notified promptly by the Member. By exception, if some charges are billed for the TCS Service, Euronext recognises compensation in a financial nature for damages caused by gross negligence, fraud or wilful misconduct for an amount however not exceeding the amount of annual fees enabled to paid up if TCS access has to be charged subject to a prior notification.

---

7- Euroclear France SA operating the Fund Order Routing service

- e) Notwithstanding the above, under no circumstances will Euronext accept liability for indirect damage and Euronext shall not be responsible for repairing indirect damages such as, but not limited to, financial or commercial prejudice, loss of clients or of market share, any commercial disturbance whatsoever, increased costs and other overheads, loss of earnings, loss of brand image, loss of data, files or computer programs of any nature whatsoever that might result from problems in operating the TCS Service or using information which it does not control.
- f) It is the Member's responsibility to implement the backup procedures that might be necessary or required pursuant to the reception of data within the scope of TCS
- g) In the case of theft, loss or fraudulent use, the Member undertakes to promptly inform Euronext. The Member is responsible for taking all appropriate measures required to protect its own data and/or software from any contamination by viruses that may be circulating on the networks.

For information to be notified to Euronext, please find below the contact details for your convenience: **Client Services +33 (0)1 85 14 85 85**

### **3. PROOF, STORAGE AND ARCHIVING OF TRANSACTIONS**

---

Computerised records and documents transmitted in digital form and kept on the Euronext IT systems under reasonable security conditions shall be assumed, save any obvious material error, to comply with the content of the communications, data exchanges and documents transmitted by both the Member and Euronext as part of the User's use of the TCS Service. Records, data and digitally signed documents will be archived on a reliable and durable medium, providing a reliable and durable copy in conformity with legal requirements.