

# NASDAQ OTC PUBLICATION SERVICE ACCESSION AGREEMENT<sup>1</sup>

## 1. PARTIES

This Nasdaq OTC Publication Service Accession Agreement is entered into by and between:

NASDAQ STOCKHOLM AB, 556420-8394, Tullvaktsvägen 15, SE-105 78 Stockholm, Sweden ("**Nasdaq**");

and

, (the "**Customer**").

Nasdaq and the Customer are hereafter referred to individually as the "Party" and collectively as the "Parties", as applicable.

## 2. AGREEMENT

2.1. This agreement consists of the following documents (jointly the "**Agreement**"):

- Nasdaq OTC Publication Service Accession Agreement
- General Terms & Conditions ("**General Terms**")
- Appendix 1: Service Description
- Appendix 2: Fee Schedule

2.2. This Agreement shall supersede and replace any and all previous agreements between the Parties, relating to the Nasdaq OTC Publication Service.

2.3. In case of a conflict between this Nasdaq OTC Publication Service Accession Agreement and the appendices, this Nasdaq OTC Publication Service Accession Agreement shall prevail and be applied. In case of a conflict between appendices, the appendices shall take precedence in the way of order that they are presented in clause 2.1 above, beginning with the General Terms.

2.4. The General Terms are applicable and available from time to time on one by Nasdaq notified website and sets out all further terms of the Agreement between the Parties.

2.5. The Service Description is applicable and available from time to time on one by Nasdaq notified website and i.a. stipulate the technical conditions and specifications necessary for Nasdaq to be able to perform the Service. Nasdaq may change or amend the Service Description unilaterally, whereby the Customer shall receive a 30 days' notification of their implementation. The new versions shall be posted on the website notified by Nasdaq. The use by the Customer of the Service after the effective date of the new versions shall be deemed as consent given by the Customer. The Customer acknowledges that in the event that the Customer does not provide information in accordance with the from time to time applicable Service Description, Nasdaq may not be able to provide the Service.

## 3. INTERPRETATION

3.1. The headings in this Agreement are for convenience only and shall not affect the construction or interpretation of any provision to which they refer.

3.2. Unless the context otherwise requires, the singular includes the plural and vice-versa.

3.3. The word "including" shall mean "including, but not limited to".

## 4. BACKGROUND

4.1. Nasdaq holds an authorization to operate as an approved publication arrangement under the Regulation. Nasdaq's approved publication arrangement is called the Nasdaq OTC Publication Service.

4.2. Nasdaq offers the OTC Publication Service to enable Customers to meet their regulatory obligation to make public information on certain OTC transactions.

4.3. The Customer may use the Service to make public information on executed OTC transactions, which is required under the Regulation.

4.4. The Parties wish to enter into this Agreement on the terms and conditions applicable hereto.

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<sup>1</sup> Nasdaq has applied for authorization to operate an approved publication arrangement under the Regulation. This Agreement and Nasdaq's provision of the Service is conditioned on approval from the Swedish Financial Supervisory Authority.

## 5. ORDERS BY CUSTOMER AFFILIATES

- 5.1. Customer Affiliates may subscribe to the Service by signing a Service Order with Nasdaq which shall automatically incorporate the terms and conditions of this Agreement *mutatis mutandis*.
- 5.2. Each Service Order will constitute a separate agreement between Nasdaq and the Customer Affiliate that executes the Service Order, which separate agreement incorporates by reference the terms and conditions of this Agreement *mutatis mutandis* and which shall be considered approved and effective on the date it is fully executed on behalf of Nasdaq and the Customer Affiliate.
- 5.3. The benefits of any Agreement extend only to the Customer Affiliate executing such Service Order, and Nasdaq shall only have liability under that Agreement to such Customer Affiliate.
- 5.4. With respect to each Service Order, references to “**Customer**” in this Agreement shall refer to the “**Customer Affiliate**” that has executed such Service Order.

*[Intentionally left blank]*

## GENERAL CUSTOMER INFORMATION

GENERAL CUSTOMER DETAILS			
Company Name		Company reg. no	
Postal Address		Relation to NASDAQ <input type="checkbox"/> Trading Member at NASDAQ <input type="checkbox"/> Clearing Member at NASDAQ <input type="checkbox"/> Clearing Representative at NASDAQ <input type="checkbox"/> No Current Relation <input type="checkbox"/> Other	
Postcode			
City			
Country			

### UNIQUE IDENTIFICATION CODE(S) FOR THE CUSTOMER

LEI Code	
In EEA-area (YES/NO)	<input type="checkbox"/> YES <input type="checkbox"/> NO
Customer member ID at Nasdaq	<input type="checkbox"/> YES <input type="checkbox"/> NO
Customer Participant IDs at Nasdaq to be reported for	
Customer member type at Nasdaq Clearing (CR, CM, GCM)	
Additional details (if any)	

### INVOICING DETAILS

VAT Number		Invoicing address	
Postcode		City	
Invoice e-mail		Invoice reference (opt)	
Country		Other	

### AGREEMENT

By submitting this application, you authorize Nasdaq to make inquiries into the banking and business/trade references that you have supplied.

### MAIN CONTACT PERSON FOR DATA AND PUBLICATION SERVICES

Contact Person	
E-mail address	
Telephone number	

### CUSTOMER REPRESENTATION

- As Client Representative, we confirm that we are duly authorized by our Customer to enter into this Agreement on its behalf, and to represent the Customer in any matters arising out of the execution of this Agreement.
- As General Nasdaq Member, we confirm that we are duly authorized by our Customer to enter into this Agreement on its behalf, and to represent the Customer in any matters arising out of the execution of this Agreement.

### GENERAL TERMS

- We have read and accept the General Terms, the applicable Service Description(s) and Fee Schedule, which shall form an integral part of this Agreement.
- We wish to subscribe to the Nasdaq OTC Publication Service in accordance with the documents stated above.

### SIGNATURE

Place and date			
Name (in printed letters)		Signature	
Name (in printed letters)		Signature	
Name (to be signed by Nasdaq)		Signature (to be signed by Nasdaq)	

## SERVICE ORDER

### GENERAL INFORMATION OF CUSTOMER AFFILIATE

GENERAL CUSTOMER AFFILIATE DETAILS			
Customer Affiliate		Customer Affiliate reg. no	
Postal Address		Relation to NASDAQ	<input type="checkbox"/> Trading Member at NASDAQ <input type="checkbox"/> Clearing Member at NASDAQ <input type="checkbox"/> Clearing Representative at NASDAQ <input type="checkbox"/> No Current Relation <input type="checkbox"/> Other
Postcode			
City			
Country			

### UNIQUE IDENTIFICATION CODE(S) FOR THE CUSTOMER AFFILIATE

LEI Code			
In EEA-area (YES/NO)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
With respect to the Customer Affiliate, Customer member ID at Nasdaq	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
With respect to the Customer Affiliate, Customer Participant IDs at Nasdaq to be reported for			
With respect to the Customer Affiliate, Customer member type at Nasdaq Clearing (CR, CM, GCM)			
Additional details (if any)			

### INVOICING DETAILS FOR THE CUSTOMER AFFILIATE

VAT Number		Invoicing address	
Postcode		City	
Invoice e-mail		Invoice reference (opt)	
Country		Other	

### AGREEMENT

By submitting this Service Order, you authorize Nasdaq to make inquiries into the banking and business/trade references that you have supplied.

### CUSTOMER AFFILIATE MAIN CONTACT PERSON FOR DATA AND PUBLICATION SERVICES

Contact Person	
E-mail address	
Telephone number	

### CUSTOMER AFFILIATES REPRESENTATION

- As Client Representative, we confirm that we are duly authorized by our Customer to enter into this Agreement on its behalf, and to represent the Customer in any matters arising out of the execution of this Agreement.
- As General Nasdaq Member, we confirm that we are duly authorized by our Customer to enter into this Agreement on its behalf, and to represent the Customer in any matters arising out of the execution of this Agreement.

### AGREEMENT

- We have read and accept the Agreement, General Terms, the applicable Service Description(s), Fee Schedule and this Service Order, which shall form an integral part of this Service Order.
- We wish to subscribe to the Nasdaq OTC Publication Service in accordance with the documents stated above.

### SIGNATURES

Place and date			
Name (in printed letters)		Signature	
Name (in printed letters)		Signature	
Name (to be signed by Nasdaq)		Signature (to be signed by Nasdaq)	

- This Service Order incorporates the General Terms of the Agreement *mutatis mutandis*.