

Sponsored Access Addendum

Information Required and Additional Terms

The Participant (the “**Sponsoring Participant**”) wishing to receive Sponsored Access Services from Cboe Trading Limited, trading under the name of Cboe Europe Equities (“**Cboe**”) should provide the information below.

Sponsoring Participant Information:

Company Name	
Address of Participant	
Date of Execution of the Participant Agreement/s:	

Sponsored Clients:

For each Sponsored Client, please complete Annex 1.

The Sponsoring Participant declares that it confirms the accuracy and completeness of the information provided in this Sponsored Access Addendum and Annex 1 and undertakes to advise Cboe of any changes to the information provided. Cboe reserves the right to require additional information or supporting documents in connection with Sponsored Access applications.

Company Name	
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Additional Terms

This Sponsored Access Addendum is supplemental to, and forms part of, the Participant agreement as amended from time to time between Cboe and the Sponsoring Participant referred to in the table above (“**Participant Agreement**”).

Cboe agrees to the Sponsoring Participant allowing the Sponsored Clients, referred to in the table above, directly to access and use such of the Services as Cboe may permit from time to time on and subject to the terms of this Sponsored Access Addendum and the Participant Agreement.

1. Sponsored Access

- 1.1 Subject to the Sponsoring Participant procuring that its Sponsored Clients at all times comply with the obligations in clause 3.3.1 of this Sponsored Access Addendum, Cboe grants to the Sponsoring Participant the right to permit the Sponsored Clients access to and use of such of the Services as Cboe may from time to time permit.
- 1.2 The right to access and use the Services is limited to the Sponsored Clients and, save as is already provided for in the Participant Agreement, nothing in this Sponsored Access Addendum gives the Sponsoring Participant or the Sponsored Clients the right to grant any rights to access and use the Services to any other person or entity.
- 1.3 Cboe reserves the right to suspend, terminate or restrict the access to and use of any or all of the Services by any or all of the Sponsored Clients in accordance with the Rules and the provisions of the Participant Agreement or to make such access and use subject to such conditions as Cboe may impose.
- 1.4 The Sponsoring Participant will provide or will procure that the Sponsored Clients will provide Cboe with such information relating to the Sponsored Clients and the Sponsored Clients' access to and use of the Services as Cboe reasonably requires.
- 1.5 Unless otherwise agreed in writing, Cboe will not be responsible for providing and maintaining any electronic communications necessary for the connection by the Sponsored Clients with the Cboe Markets (as defined in the Participant Agreement), including, wiring, computer hardware, software, communication line access, and networking device.

2. Obligations of Sponsoring Participant

- 2.1 Without prejudice to any other rights Cboe may have against the Sponsored Clients, the Sponsoring Participant is responsible for the access to, and use of the Services by, the Sponsored Clients. Without limitation, the Sponsoring Participant acknowledges and agrees that in connection with the Services accessible by the Sponsored Clients:
 - 2.1.1 the Sponsoring Participant is responsible for all orders placed by the Sponsored Clients or any person acting on behalf of or in the name of the Sponsored Clients on the Cboe Markets, as if such orders were placed by the Sponsoring Participant (whether or not the Sponsoring Participant was aware of and/or had approved the placing of such orders), and the Sponsored Client is solely responsible for any losses, damages or costs that the Sponsored Clients may incur arising as a result of errors made by the Sponsored Clients, or the failure of their software or equipment;

- 2.1.2 the Sponsoring Participant is responsible for any and all acts and omissions of the Sponsored Clients or any person acting on behalf of or in the name of the Sponsored Clients in relation to the access to and use of the Services which shall be deemed to be the acts and omissions of the Sponsoring Participant for such purposes and the Participant Agreement and Rules shall be construed accordingly (but to avoid any misunderstanding, nothing in this Sponsored Access Addendum shall give or purport to give the Sponsored Clients any right or privilege accorded to Sponsoring Participants);
- 2.1.3 the Sponsoring Participant will monitor the Sponsored Clients' use of the Services and activity on the Cboe Markets, including but not limited to the entry, cancellation or other processing of Orders, risk management, trade reporting, clearance and settlement of transactions;
- 2.1.4 the Sponsoring Participant represents and warrants to Cboe on an ongoing basis that the Sponsoring Participant:
 - (a) having regard to all applicable law, any relevant rules and guidance issued by a Regulator (or the equivalent in any other relevant jurisdiction) and the proposed nature, scale and complexity of the proposed activities of the Sponsored Clients, has and will continue to undertake such credit, compliance and anti money laundering checks in relation to the Sponsored Clients as the Sponsoring Participant, acting in good faith, reasonably deems necessary; and
 - (b) has and will maintain a valid and binding agreement with the Sponsored Clients which provides that the Sponsored Clients will comply with the obligations in clause 3.3.1 of this Sponsored Access Addendum.

3. Sponsored Clients' access

- 3.1 The Sponsoring Participant agrees that the Sponsored Clients are not clients of Cboe and Cboe has no relationship with the Sponsored Clients (nor does it seek to have one); Cboe has no liability to, and owes no duties or obligations to, whether in contract or in tort, nor has any responsibility for, the Sponsored Client; Cboe shall not be responsible for any transactions the Sponsored Client may attempt to enter, or orders or instructions the Sponsored Client may make or attempt to make, or any other use of the Services or access to the Cboe markets. Without limitation, Cboe' obligations to Participants under the Participant Agreement, the Rules, or the FCA rules or the rules of any other regulator shall not extend to the Sponsored Clients.

- 3.2 The Sponsoring Participant shall indemnify Cboe from and against any and all losses, liabilities, claims, actions, proceedings, costs or expenses (including any legal costs and any other reasonable expenses) incurred by Cboe arising out of or in connection with, directly or indirectly, the use of the Services or access to the Cboe Markets by the Sponsored Client.
- 3.3 The Sponsoring Participant shall procure that:
- 3.3.1 Each of the Sponsored Clients, their directors, members, officers, employees and agents comply with the Rules and all guidance, policies and procedures issued or approved by Cboe and with all of the duties and/or obligations imposed on Participants under the Participant Agreement and the Rules as if the Sponsored Clients were a Participant for such purposes, except for clause 2 and the indemnities from Cboe to the Participant in the Participant Agreement which shall not apply to the Sponsored Clients. The Sponsoring Participant shall be responsible for the compliance of the Sponsored Clients with this clause 3.3.1;
 - 3.3.2 Each of the Sponsored Client takes reasonable security precautions to prevent unauthorised access to and use of the Services, including unauthorised entry of information on the Cboe markets and unauthorised use of information and data made available by the Cboe markets. The Sponsoring Participant further agrees to cooperate in connection with any inquiry regarding the Sponsored Clients' use of the Services by Cboe, the FCA or any other Regulator and in connection with such inquiry, the Sponsoring Participant shall use its best endeavours to ensure the cooperation of the Sponsored Clients and procure that the Sponsored Clients are contractually bound to cooperate pursuant to the agreement referred to in clause 2.1.4 (b) of this Sponsored Access Addendum;
- 3.4 All data transmitted by or on behalf of the Sponsored Clients to the Cboe Markets is deemed to be Participant Data for the purposes of the Participant Agreement.
- 3.5 Each party acknowledges that relevant Confidential Information may be disclosed to the Sponsored Clients to the extent necessary for the Sponsored Clients to access and use the Services, provided always that the Sponsoring Participant procures that the Sponsored Clients keep the same confidential.
- 3.6 From time to time, the parties may agree to employ specific operational procedures relating to the Sponsored Clients' access to and use of the Services which shall be agreed, documented, signed by an authorised signatory of each party and annexed to this Sponsored Access Addendum.

4. Suspension of Sponsored Access

- 4.1 Cboe may suspend, restrict or terminate the access to and use of the Services of any or all of the Sponsored Clients upon written request by the Sponsoring Participant in accordance with such procedures as Cboe may in its absolute discretion agree with the Sponsoring Participant from time to time.
- 4.2 The provisions of clause 1.4 and clause 5.1 of this Sponsored Access Addendum shall survive the termination of the Participant Agreement.

5. General

- 5.1 The terms and conditions of the Participant Agreement remain in full force and effect as amended by this Sponsored Access Addendum. This Sponsored Access Addendum shall not otherwise limit or reduce the Sponsoring Participant's duties and/or obligations or responsibilities under the Participant Agreement, including, but not limited to, the Sponsoring Participant's obligations to pay fees in connection with the access to and use of the Services by the Sponsoring Participant and the Sponsored Clients. For the avoidance of doubt, any fees or charges payable by or any rebates receivable by the Sponsoring Participant in relation to the activity of any or all Sponsored Clients may be set-off, consolidated, combined or netted against such other fees or charges payable by or rebates receivable by the Sponsoring Participant in connection with the access to and use of the Services as may be determined by Cboe in its absolute discretion.
- 5.2 Cboe may from time to time establish procedures for allowing Sponsored Clients access to and use of the Services which procedures shall be binding on the Sponsoring Participant and the Sponsoring Participant shall use best endeavours to ensure that that the Sponsored Clients shall comply with such procedures.
- In the event of any conflict between the provisions of this Sponsored Access Addendum, the Cboe Rule Book, the Participant Agreement and the Cboe Participant Manual, the following order of precedence shall apply: (i) the Cboe Rule Book; (ii) the Participant Agreement; (iii) this Sponsored Access Addendum; (iv) the Cboe Participant Manual.
- 5.3 Unless the context requires otherwise, terms defined in the Participant Agreement shall have the same meaning in this Sponsored Access Addendum.

Duly authorised for and on behalf of the Participant:

Name (PRINTED) _____
Title _____
Date _____
Signature _____

Accepted by and on behalf of Cboe:

Name (PRINTED) _____
Title _____
Date _____
Signature _____

Once completed, please return this Sponsored Access Addendum to:

Cboe Trading Limited
11 Monument Street, 5th Floor
London, EC3R 8AF

It can also be emailed to: ParticipantServicesEurope@bats.com

For any enquiries please contact SalesEurope@bats.com or +44 207 012 8906

Annex 1

1.1 Sponsored Client's Information

Name of Sponsored Client	
Type of entity (limited liability company, limited liability partnership, etc).	
Jurisdiction of incorporation or registration	
Registered office address	
Business office address (if different from registered office)	

1.2 Please provide the details below for contacts at the Sponsored Client:

Business Contact	
Name:	
Position at the Sponsored Client:	
email:	
Telephone number:	

Compliance Contact	
Name:	
Position at the Sponsored Client:	
email:	
Telephone number:	

Section 2 – Compliance

2.1 Please detail the due diligence including any relevant Anti-Money Laundering / Know Your Customer verification checks the Sponsoring Participant has undertaken on the Sponsored Client:

- 2.2 Please explain the measures that the Sponsoring Participant has in place to monitor for and to prevent *inter alia* disorderly trading and the submission of erroneous orders by the Sponsored Client. Details may include without limit your assessment of the Sponsored Client's risk profile:

- 2.3 Please explain how the "DROP COPY" functionality provided by Cboe will be monitored and utilised both initially and on a continuing basis by the Sponsoring Participant:

- 2.4 Please confirm how the Sponsored Client has been assessed as having adequate systems and controls in place to comply with the Cboe Rules. Details should include how the individuals of the Sponsored Client who will use the Cboe Markets have been made familiar with the Cboe Rules and the operation of the Cboe Markets:

Section 3 – Contacts

3.1 Trading Profile at the Sponsoring Participant for the Sponsored Client

The persons mentioned below will have authority to request certain changes to the Sponsored Client's profile such as changing parameters or cancelling open orders. Cboe will only accept requests for changes from the person(s) named below. The onus is on the Sponsoring Participant to keep Cboe informed of any changes to this list.

Name	Title	E-mail	Telephone

3.2 Trade Busts

The persons mentioned below should be contacted in the event of a trade bust. The onus is on the Sponsoring Participant to keep CBOE informed of any changes to this list.

Name	Title	E-mail	Telephone