



Cboe LIS Service Request

This form should be completed by users of the Cboe LIS Service “**Service**” who are not Participants of Cboe Europe Limited (“**Cboe UK**”) and/or Cboe Europe B.V. (“**Cboe EU**”) (individually and collectively “**Cboe**”), but will have a relationship with a Cboe Designated Broker accessing the Service (“**LIS Users**”). You will be notified by Cboe LIS once this form has been processed.

If the LIS User wishes to receive the Service from the Cboe EU venue, this form shall be conditional upon (i) the regulatory authorisations being granted to Cboe EU to provide its services and (ii) Cboe EU confirming that it will launch the operations.

User Information:

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|-----------------------------|--|
| Name of Legal Entity | |
| Name of Regulator | |
| Registered address | |
| Contact name(s) | |
| Contact telephone number(s) | |
| Email address | |

Cboe Venue: **Cboe UK** **Cboe EU**

| Designated Broker(s) | Venue¹ |
|-----------------------------|--------------------------|
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You agree to comply at all times with the provisions regarding the Service as set out in the Cboe Rules. You understand and agree that the relationship with Cboe as set out herein and the Rules

¹ If completing this form for both Cboe UK and Cboe EU, please specify which venue is applicable for each Designated Broker. If completing this form for only Cboe UK or Cboe EU, you may leave this column blank.

shall govern your Indications of Interest (“IOIs”) until they are firmed up and a LIS Transaction is committed to by your Designated Broker on your behalf. The submission of such actionable IOIs to Cboe shall be governed by the Participant Agreement between Cboe and your Designated Broker. As such, you shall deal directly with your Designated Broker in relation to LIS Transactions submitted by the Designated Broker to Cboe on your behalf.

Each party will treat all Confidential Information (as such term is defined in the Participant Agreement) as confidential and subject to the terms of the Participant Agreement.

The Service is provided ‘as is’, without warranties, express or implied, including but not limited to, any implied conditions or warranties of merchantability or fitness for a particular use or purpose, and of any other warranty or obligation with respect any software or other materials made available to you and all such other warranties are hereby disclaimed. To the maximum extent allowed by law, Cboe shall not be liable to you or any person claiming through you for any cost, loss, liability or expense, whether direct, indirect or consequential, under or in connection with the use of or access to the Service whether arising in contract, tort, negligence, breach of statutory duty or otherwise, including loss of data or loss of opportunity, in each case whether such damage was foreseen or advised to Cboe as likely to occur. Cboe’s liability shall not be excluded or limited in respect of fraud (*bedrog*), wilful misconduct (*opzettelijke tekortkoming*), for death or personal injury caused by our negligence; any other liability that cannot lawfully be excluded; or, if the Participant Agreement has been executed with Cboe EU gross negligence (*bewuste roekeloosheid*). You acknowledge and agree that the exclusion of liability set out is reasonable.

You agree to use the Service in good faith and to prevent unauthorised access or disruption to the Service. Cboe reserves the right at any time and from time to time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Service (or any portion thereof) and/or the information, materials, products and/or services available through this website (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Service.

Please review Cboe’s Privacy Notice and Policy located at www.cboe.com/privacy for more information about what Personal Data it collects, how it uses Personal Data, with whom it may share such data and how to contact Cboe, access a data subject’s Personal Data and exercise a data subject’s rights regarding Cboe’s use of Personal Data.

Duly authorised for and behalf of:

LIS User: _____

By (printed): _____

Signature: _____

Date: _____

Title: _____

For any enquiries please contact ParticipantServicesEurope@cboe.com
