

Aquis Member Participation Agreement

Liquidity Provider Addendum

This **Liquidity Provider 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 Liquidity Provider 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 During the Amendment Term Aquis may publicise the fact that the Member is a Liquidity Provider if required to for regulatory purposes (having provided the Member with advance notice) in or on Aquis materials of any kind and the Website.

2. SERVICES

- 2.1 During the Amendment Term, subject to compliance at all times with the terms of this Liquidity Provider Addendum (including the Rules), the Member may act as a Liquidity Provider on the Aquis MTF.

3. OBLIGATIONS

- 3.1 On and from the Amendment Date and during the Amendment Term:
 - 3.1.1 subject to compliance with the terms of the Agreement, the Member may act as a Liquidity Provider on the Aquis MTF;
 - 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 when acting as a Liquidity Provider on the Aquis MTF; and
 - 3.1.3 in addition to the other parts of the Rules, the Member must comply with:
 - (a) the Liquidity Provider section of the Rules; and
 - (b) any directions and instructions issued by Aquis in relation to its activity as a Liquidity Provider on the Aquis MTF.

4. TERMINATION

- 4.1 If the Agreement is terminated for any reason or expires, this Liquidity Provider Addendum shall automatically cease.
- 4.2 Aquis may terminate the Liquidity Provider Addendum at any time by the provision of written notice to the Member to that effect.
- 4.3 In the event that the Member wishes to cease to be a Liquidity Provider on the Aquis MTF, the Member must provide Aquis with at least thirty (30) days' written notice to that effect and this Liquidity Provider Addendum will terminate.

5. CONSEQUENCES OF TERMINATION

- 5.1 Upon termination of this Liquidity Provider Addendum, all rights of the Member to act as a Liquidity Provider on the Aquis MTF shall immediately cease.
- 5.2 The terms and conditions of Clause 6 of this Liquidity Provider 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 Liquidity Provider Addendum.

7. INTERPRETATION

- 7.1 From the Amendment Date, the Parties agree that this Liquidity Provider Addendum amends the Agreement. The Agreement shall remain in place with full force and effect between the Parties except as specifically amended by the Liquidity Provider Addendum.
- 7.2 Terms defined in the Agreement shall apply unless specifically defined or redefined in this Liquidity Provider 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 Liquidity Provider Addendum, the order or interpretation shall be:
- (a) the Rules;
 - (b) the Member Participation Agreement;
 - (c) the Liquidity Provider Addendum;
 - (d) the Member Application Form;
 - (e) The Trading Platform Guide;
 - (f) the Fee Schedule; and
 - (g) the Technical Specification(s).

8. DEFINITIONS

- 8.1 In this Liquidity Provider 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 Liquidity Provider Addendum, determined in accordance with Clause 1.1;
Liquidity Provider:	means a Member that has executed a Liquidity Provider Addendum with Aquis and agrees to provide liquidity on Aquis by posting and maintaining executable quotes within the parameters, as set out in the Trading Platform Guide.
Liquidity Provider Addendum:	means the Agreement and this Liquidity Provider Addendum.

IN WITNESS WHEREOF, the Parties have executed this Liquidity Provider Agreement 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: