



AQUIS MARKET DATA AUDIT

Applicable to Aquis Exchange PLC and the following platforms: Aquis Exchange UK, Aquis Exchange Europe, and Aquis Stock Exchange (hereafter together referred to as “Aquis”). This Market Data Audit Policy should be reviewed alongside the Aquis Market Data Terms and Conditions, and if applicable, Aquis Data Licences.

1. Introduction

- 1.1. This Market Data Audit Policy aims to offer guidance on the procedures involved in conducting a market data audit. Audits serve to confirm adherence to contractual obligations and policies. Specifically, the audit scrutinises the accuracy of remuneration disbursed to the Group, looks to pinpoint potential error origins, and suggests remedies to mitigate the likelihood of future errors. This includes validating and evaluating the controls that govern the release of data at client sites.
- 1.2. Unless publicly available at the time of the audit, all information supplied by the Customer (or End Customer, if applicable) will be treated as Confidential Information.
- 1.3. For the purposes of this document, all capitalised terms shall have the meanings ascribed to them in the Aquis Market Data Terms and Conditions. If any conflict or inconsistency between the definitions provided herein and those set forth in the Aquis Market Data Terms and Conditions, the latter shall prevail.

2. Audit Access and Record Maintenance

- 2.1. The Customer shall grant Aquis and its agents' reasonable access, with reasonable notice, at all reasonable times to:
 - 2.1.1. inspect its operational controls;
 - 2.1.2. examine its accounts, records;
 - 2.1.3. review other documents related to the Service (in both hard copy and machine-readable form);
 - 2.1.4. take copies or extracts, and, upon demand, provide copies to Aquis.
- 2.2. The rights of access shall extend to reasonable access to the Customer's premises during business hours.
- 2.3. In cases where the Customer is a Distributor, it must ensure that equivalent rights are in force with its End Customers to keep similar records and uphold Aquis's rights to access and inspect the End Customer's records.
- 2.4. Upon request, a Distributor shall give, at no cost, access at Aquis's premises to the Distributor's service for monitoring purposes. This access should be available throughout the duration of this Agreement.

3. Audit Scope

- 3.1. Aquis maintains the right to conduct audits on Customers, End Customers, direct reporting Customers, Distributors, Service Facilitators, and third-party recipients of the Data.
- 3.2. The audit scope for market data encompasses all Market Data received by a customer, including data obtained directly from Aquis and data received from Distributors.
- 3.3. The audit scope also covers clients, both Professional Users and Private Investors, to whom the audited party distributes Data.

- 3.4. During an audit, all systems and applications that use Market Data, as well as the processes and systems controlling the release of this Data, will be examined through demonstrations.
- 3.5. The audit period is a minimum of five (5) years unless the Customer has been audited within the last five (5) years. In such cases, the audit period will be from the end of the period investigated in the earlier audit. Customers must maintain Data usage records for at least the last five (5) years in a manageable format, which should be made available for audit purposes.

4. Audit Planning, Notification

- 4.1. Aquis will initiate contact with Customers via phone or email to communicate the intention to audit. Following this, an official notification will be issued, providing a minimum of thirty (30) days' notice by email. The notification will specify the agreed audit date and outline the audit's scope. In cases where Aquis reasonably suspects non-compliance or when mutually agreed, notice of less than thirty (30) days may be provided.
- 4.2. Both the auditor and the audited party are expected to collaborate in planning the audit, involving exchanges of correspondence and/or meetings. This collaboration aims to identify the audit period, timing, product(s), scope, and location(s), as well as to ensure the availability of all necessary records for inspection. This includes enablement reports from access control systems, data feed access declarations, a list of non-chargeable users, copies of Private Investor declarations (where applicable), and a technical overview of the market data infrastructure.
- 4.3. The collaboration also covers:
 - 4.3.1. Ensuring adequate resources and time for the audit.
 - 4.3.2. Providing the auditor with sufficient access to relevant staff and necessary information.
 - 4.3.3. Promptly addressing audit enquiries and pre-audit information requests by both parties.
 - 4.3.4. Communicating procedures for closing the audit.

5. Onsite Visit and Subsequent Discussion

- 5.1. As part of the audit, the auditor will conduct site visits to the Customer's premises to examine all applications that consume Market Data, review any access control systems used, and discuss any discrepancies discovered during the audit preparation work.
- 5.2. The auditor will, whenever possible, resolve all audit queries while onsite.
- 5.3. Both the auditor and the audited party are expected to cooperate in resolving outstanding queries or resulting follow-up items as soon as possible after the completion of the site work.
- 5.4. Following the completion of site work, a discussion will take place to address:
 - 5.4.1. Preliminary findings and unresolved issues.
 - 5.4.2. Initial audit recommendations.
 - 5.4.3. Establishing an approach and timeframe for resolving outstanding issues.
 - 5.4.4. Proposing a timeframe for communicating audit results.
- 5.5. Within one (1) week of the site visit, the auditor will provide the audited party with a list of outstanding issues.

- 5.6. The auditor will set a deadline for resolving outstanding issues. Failure to meet this deadline, without valid reasons, will result in the preparation of the audit findings report based on available information at the deadline.

6. Audit Results Disclosure

- 6.1. The auditor will present the findings, including:
 - 6.1.1. Supporting documentation.
 - 6.1.2. A preliminary estimation of the audit results.
- 6.2. If the audited party does not cooperate or provide sufficient documentation, the auditor may take the following steps:
 - 6.2.1. Request additional information.
 - 6.2.2. Request additional validation tests.
 - 6.2.3. Request additional client site visits.
- 6.3. After reasonable attempts outlined in this clause, impose further sanctions per clause 7 of this document.
- 6.4. The auditor and the audited party should collaboratively and in good faith work to resolve any differences in opinion arising from the audit.

7. Audit Results and Reporting

- 7.1. Upon timely resolution of all outstanding issues discussed in the post-visit discussion, the auditor, representing Aquis, aims to issue a draft audit report within three (3) months of the post-visit discussion. This report will comprehensively document:
 - 7.1.1. Audit findings, deliverables, and recommendations.
 - 7.1.2. Any deviations from the terms outlined in this Agreement.
 - 7.1.3. Responses or summary responses from the audited party.
- 7.2. The audited party is expected to provide feedback on the draft audit report within two (2) weeks of the issue date. Failure to provide feedback within the agreed-upon deadline will result in considering the audit results in the draft report as undisputed facts.
- 7.3. A final audit report, signifying agreement with the audit facts, will be issued and must be signed by both parties. The audited party agrees to pay the full amount identified in the audit report, including any interest applied per the Aquis Market Data Terms and Conditions.
- 7.4. If the audit reveals that the charges paid by the Customer over the investigated period were more than five percent (5%) inaccurate, the Customer is responsible for covering the reasonable cost of the investigation.
- 7.5. In cases where Aquis's investigation discloses inaccuracies in any of the Reports due to understatement, the Customer is liable to pay the difference between the accurate amount and the amount previously paid, plus interest as specified in the Aquis Market Data Terms and Conditions.
- 7.6. If Aquis's investigation reveals inaccuracies in any of the Reports due to over-reporting, Aquis will issue a credit note to the Customer. Aquis will then directly manage the credit/debt relations with the audited Customer in accordance with the findings of the audit report. However, the amount of any credit note issued following this clause 7.6 shall not exceed six (6) months of overpaid charges.