



NGM

Member Rules

November 17, 2017

**Rules for Members of Nordic Growth Market NGM AB
and ATS Finans AB (AktieTorget)**

CONTENTS

1	Introduction	4
2	Definitions and abbreviations	5
3	General provisions.....	8
3.1	Generally regarding the Exchange's member rules	8
3.2	The Exchange's undertakings and obligations	8
3.3	Membership	8
3.4	Authority to participate in trading through an approved trader	9
3.5	Obligation of Members to provide information	10
3.6	Information from the Trading System	10
3.7	Liquidity Provider	11
3.8	Market Maker	11
3.9	Market Maker Specialist	11
4	Provisions concerning connection to the Trading System	12
4.1	Connection to the Trading System	12
4.2	Tests	12
4.3	Updates and maintenance	12
4.4	Support	12
4.5	Disruptions caused by a Member	13
4.6	Security	13
4.7	Contact person	13
4.8	Direct Market Access	14
4.9	Sponsored Access	15
5	Trading rules	16
5.1	Trading hours	16
5.2	Types of Orders and placing Orders	16
5.3	Call Auction in the Trading System	18
5.4	Manual Trades	19
5.5	Reporting of Manual Trades	19
5.6	Trading subject to special terms and conditions	20
5.7	Cancellation of a Trade	20
5.8	Trading Halt (suspension)	21
5.9	Suspended/limited trading as a consequence of extraordinary events or technical errors	21
5.10	Acquisition and sale of a company's own shares	22
5.11	Clearing and settlement	22
6	Miscellaneous.....	23
6.1	Fees	23
6.2	Limitations of liability	23
6.3	Liability of Members	23
6.4	Amendments to NGM's member rules	23
6.5	Right to use the Trading System	24

6.6	Intellectual property rights	24
6.7	Termination of membership, etc.	25
6.8	Confidentiality by Members	25
6.9	Protection of personal data	25
6.10	Sanctions	25
6.11	Governing law and disputes	26

1 INTRODUCTION

Since 2003, Nordic Growth Market NGM AB (“**NGM**”) is an exchange authorized by the Swedish Financial Supervisory Authority. NGM is a wholly-owned subsidiary of Boerse Stuttgart GmbH, which is also the owner of Boerse Stuttgart, the leading retail exchange in Germany.

NGM operates (i) a regulated market for listing and trading in shares and share-related instruments (NGM Equity), (ii) a regulated market for listing and trading in other financial instruments (NDX), and (iii) a multilateral trading facility (Nordic MTF). All trading takes place in NGM's in house developed trading system, Elasticia, to which members, Swedish and international banks and investment firms, are connected directly or through an approved supplier of market access.

These member rules contain the rules which the members of the Exchange must comply with. The members enter into a Membership Agreement (as defined below) with the Exchange, according to which the members of the Exchange undertake to comply with the member rules applicable from time to time. The current rulebook for members is always available at www.ngm.se.

NGM also provides its trading system Elasticia to ATS Finans AB, the market operator of AktieTorget, as a service. Consequently, this rulebook governs trading at all trading venues operated by NGM as well as ATS Finans AB.

This version of the member rules enter into force on November 17, 2017.

2 DEFINITIONS AND ABBREVIATIONS

AktieTorget	A trading platform (Multilateral Trading Facility) for financial instruments which are not admitted to trading on a regulated market, operated by ATS.
Approved Client	Specified clients of a Member who has been granted approval by the Exchange to provide DMA or SA in accordance with sections 4.8 – 4.9.
ATS	ATS Finans AB; an investment firm authorized by the Swedish Financial Supervisory Authority to operate <i>inter alia</i> a Multilateral Trading Facility; AktieTorget.
Block Trade	A Manual Trade where the value amounts to not less than the minimum size of Order specified in Table 1 in section 5.4.2 below.
Call Auction	The period between Pre-Trading and Continuous Trading in which opening prices are determined.
Cancelled Order	An Order which has been permanently removed from the Order Book.
Continuous Trading	The period between the Call Auction and Post-Trading. During Continuous Trading, trading takes place in the Order Book. Manual Trades can be reported in the Trading System.
DMA	Direct market access; an arrangement through which a Member permits Approved Clients to transmit orders electronically to the Member's internal electronic trading systems for automatic onward transmission to the Trading System under the Member's membership ID.
EEA	The European Economic Area.
ESMA	European Securities and Markets Authority.
ESMA Guidelines	ESMA's Guidelines 2012/122 – Systems and controls in an automated trading environment for trading platforms, investment firms and competent authorities, 24 February 2012.
Exchange	Nordic Growth Market NGM AB.
Internal Trade	A Trade entered into between two customers of the same Member or between a Member and its customer.
Liquidity Provider	A Member who, <i>vis-à-vis</i> an issuer on NGM Equity or Nordic MTF, has undertaken to provide bid quotes and sell quotes in respect of a particular financial instrument on a regular basis.
Manual Trade	A Trade which is executed outside the Order Book and which the Member and the customer, prior to the execution of the Trade, agree shall be done in accordance with NGM's member rules.
Market Maker	A Member who has issued a financial instrument and undertaken to provide bid quotes and sell quotes in respect of the financial instrument on a regular basis.
Market Maker Specialist	A Member who, without having issued the relevant financial instrument, has undertaken <i>vis-à-vis</i> the Exchange or an issuer, to provide bid quotes and sell quotes in respect of such financial instrument on a regular basis.

Market Notice	A notice from the Exchange which is published by means of: NGM Börsmeddelande (<i>Eng: Exchange Notice</i>), NDX Notice, or Nordic MTF Meddelandeserie (<i>Eng: Notice Series</i>).
Market Segment	A classification of financial instruments determined by the Exchange.
Member	A legal entity that has been granted membership of the Exchange.
Membership Agreement	The agreement regarding participation in trading applicable from time to time for trading at the Exchange.
NDX	Nordic Derivatives Exchange, a regulated market for trading in financial instruments, other than shares.
NGM Equity	A regulated market for shares and equity-related financial instruments.
Nordic MTF	A trading platform (Multilateral Trading Facility) for financial instruments which are not admitted to trading on a regulated market.
Order	An offer to buy or sell a certain amount of a financial instrument.
Order Book	A compilation of relevant buy and sell Orders in respect of a particular financial instrument in the Trading System.
Post-Trading	The period after Continuous Trading until closure of the Order Book. Orders can be processed during Post-Trading.
Pre-Trading	The period from the opening of the Order Book until commencement of the Call Auction. During Pre-Trading, Manual Trades can be reported and Orders processed. During Pre-Trading, a Member can only see its own Orders.
Quote	See section 5.2.8.5.
SA	Sponsored access; an arrangement through which a Member permits Approved Clients to transmit orders electronically and directly or through an approved supplier of marketplace access to the Trading System under the Member's membership ID without the orders being routed through the Member's internal electronic trading systems.
SMA	Securities Market Act (SFS 2007:528).
Spread	The range from the highest buy Order to the lowest sell Order for a particular financial instrument in the Order Book.
Stabilisation	All purchases or offers to purchase a financial instrument made by a Member on behalf of an issuer in conjunction with a significant distribution of the financial instrument for the purpose of supporting the market price for a predetermined period.
Suspended Order	An Order which is not active in the market and which is only visible to the Member.
Tick Size	The smallest possible price difference between two Orders in an Order Book.
Time of the Trade	The time at which a Trade takes place.
Trade	An agreement for the sale and purchase of a financial instrument via the Order Book or by means of a Manual Trade.
Trading Day	Means Pre-Trading, a Call Auction, Continuous Trading, and Post-Trading, jointly.
Trading Halt (suspension)	A suspension of trading in one or more financial instruments.
Trading Lot	The minimum number of a financial instrument, or the lowest nominal value of a financial instrument, of which an Order can consist.

Trading System

The Exchange's trading system, Elastica.

3 GENERAL PROVISIONS

3.1 GENERALLY REGARDING THE EXCHANGE'S MEMBER RULES

- 3.1.1 These member rules govern the terms and conditions of membership. The rules also cover trading rules and provisions relating to connection to the Trading System.
- 3.1.2 These member rules are binding on a Member upon execution of the Membership Agreement. For the avoidance of doubt, the member rules shall also become binding on a Member in accordance with section 6.12.3.
- 3.1.3 A Member shall comply at all times with the most recent version of these member rules, statutes and regulations which are relevant to the business activities and generally accepted practices on the securities market. An updated and current version of these member rules is available at www.ngm.se.
- 3.1.4 These member rules shall at all times have priority over supplemental documents or other agreements entered into with the Exchange, unless the Exchange expressly states otherwise.
- 3.1.5 The Exchange shall be entitled to assign all of its rights and obligations specified in these member rules to a third party.
- 3.1.6 Violations of these member rules shall be handled by the Exchange and the Exchange's disciplinary committee.

3.2 THE EXCHANGE'S UNDERTAKINGS AND OBLIGATIONS

- 3.2.1 The Exchange undertakes to hold relevant licences from the Swedish Financial Supervisory Authority.
- 3.2.2 The Exchange undertakes to endeavour from time to time to provide a well-functioning, effective and operationally safe Trading System in accordance with the technical specifications notified from time to time.
- 3.2.3 The Exchange shall, as far as possible, notify Members of any serious operational disturbances in the Trading System by means of a Market Notice.
- 3.2.4 Employees of the Exchange and other contractors to the Exchange are prevented by law (Chapter 1, section 11 of the SMA) from disclosing or utilising what they have learned during their employment or work about any other party's business circumstances or personal circumstances. The duty of confidentiality shall apply notwithstanding that the employment relationship has terminated or the services have been completed.
- 3.2.5 In certain cases, the Exchange is obliged by law (Chapter 1, section 12 of the SMA) to disclose confidential information to third parties.
- 3.2.6 The Exchange shall be entitled to disclose information, including confidential information, concerning its operations and associated circumstances to the Swedish Financial Supervisory Authority, ESMA and to any other third party in accordance with legislation, regulations, and generally accepted practices in the securities market. Furthermore, NGM and ATS shall be entitled to disclose such information to each other in order to facilitate a membership application process and/or in order to mitigate risks relating to the integrity of the Trading System. In order to obtain access to confidential information, such other third party must be subject to a duty of confidentiality or enter into a confidentiality agreement with the Exchange.

3.3 MEMBERSHIP

- 3.3.1 Only Members and Approved Clients may participate in trading on the Exchange in accordance with what is set out in section 3.4 below. The Exchange makes the decision of (i) approval of a Member and (ii) if such Member should be granted approval to provide DMA or SA to Approved Clients in accordance with sections 4.8 – 4.9 below.
- 3.3.2 A Member must:
- be a securities institution which is authorised to conduct securities operations pursuant to Chapter 2, section 1, subsections 1, 2, or 3 of the SMA, or a foreign company, within or outside the EEA, which is authorised to

conduct operations in its home country equivalent to those just referred to and which is under satisfactory supervision by a public authority or other authorised body in its home country, or another legal entity which is supervised by the Swedish Financial Supervisory Authority or an equivalent public authority in its home country within the EEA and which intends only to conduct trading on its own account;

- have a capital (calculated in accordance with Chapter 3, section 7 of the SMA or equivalent legislation) of not less than €730,000; and
- be deemed by the Exchange to have adequate organisational arrangements, necessary risk management procedures, sufficient technical systems, and otherwise be deemed suitable to participate in trading on the Exchange.

3.3.3 A Member shall comply at all times with the terms and conditions of section 3.3.2. In the event of non-compliance with the terms and conditions, a Member must immediately inform the Exchange, which shall be entitled to terminate the membership (see further section 6.7 below).

3.3.4 A Member shall be entitled to participate in trading when the following requirements are met:

- the Member has signed the Membership Agreement in which the Member undertakes to comply with the Exchange's member rules applicable from time to time, as required by the Exchange,
- the Member's technical connection to the Trading System has been approved by the Exchange,
- the Member is, directly or indirectly, connected to a clearing and settlement system for the obligations entered into by the Member which is recognised by the Exchange, and
- the Member has at least two traders who are approved and registered by the Exchange.

3.3.5 A Member may only participate in trading on behalf of a third party if the Member is a securities institution which is authorised to conduct securities operations pursuant to Chapter 2, section 1, subsection 2 of the SMA or is a foreign company which is authorised in its home country to conduct operations equivalent to those just referred to and which is under satisfactory supervision by a public authority or another authorised body in its home country.

3.3.6 Exchange membership entitles a Member to trade in all of the Exchange's Market Segments unless the Exchange decides otherwise.

3.3.7 A Member shall be obliged to have in place appropriate procedures and systems for the clearing and settlement of the obligations entered into by the Member.

3.3.8 A Member shall be ascribed a membership ID by the Exchange. The Exchange may, under special circumstances, ascribe a Member two or more membership IDs.

3.3.9 A Member shall keep records of and save all information relating to Orders or Trades in the Trading System for not less than five years. A Member shall also keep records of and save all information relating to Orders and Trades which are placed or entered into by a client to which a Member provides DMA or SA, for not less than five years. The information must be provided to the Exchange at the Exchange's request.

3.3.10 A Member is strictly liable for Orders and Trades which are made via the Member's connection.

3.3.11 A Member shall not be entitled to transfer its rights or obligations set forth in these member rules to any third party without the written approval of the Exchange.

3.4 AUTHORITY TO PARTICIPATE IN TRADING THROUGH AN APPROVED TRADER

3.4.1 A Member may only participate in trading on the Exchange where a trader, who is registered by the Exchange and employed by the Member, at all times is responsible for the Member's participation on the Exchange.

3.4.2 An Approved Client may only participate in trading on the Exchange where a trader, who is registered by the Exchange and employed by the Member, at all times is responsible for the Approved Client's participation on the Exchange.

- 3.4.3 The Exchange registers a trader where approval is granted and following application by the Member. The Exchange shall, if possible, ascribe a unique ID to each registered trader. The Member shall ensure that such ID cannot be used by a third party.
- 3.4.4 If it is not possible for the Exchange to ascribe an ID to each registered trader in accordance with section 3.4.3, the Member shall internally ascribe a unique ID to each registered trader. The Member shall ensure that (i) such ID cannot be used by a third party and (ii) records are kept separately for each such ID in accordance with section 3.3.9.
- 3.4.5 The Member shall ensure that the trader is suitable and fulfils the requirements set forth below. The trader must have good knowledge of both these member rules and the regulations applicable to the securities market in the form of statutes and other enactments, rules (including self-regulation) and generally accepted practices.
- 3.4.6 The Member shall immediately notify the Exchange in the event of the termination of a trader's employment or where circumstances otherwise arise which may entail that the trader is no longer eligible to be registered as a trader.
- 3.4.7 If a trader registered by the Exchange has not been active in the Trading System for a period of twenty-four (24) months, the Exchange may revoke the trader's authority to act in the Trading System.

3.5 OBLIGATION OF MEMBERS TO PROVIDE INFORMATION

- 3.5.1 As soon as possible at the Exchange's request, a Member shall provide the Exchange with any information, including information regarding contracting parties, which the Exchange deems necessary in order to fulfil its obligations pursuant to any law, statute, other enactment, and these member rules, as well as any information concerning the Member's business which is required to enable the Exchange to determine whether the Member fulfils the requirements for membership and is in compliance with its undertakings in accordance with these member rules.
- 3.5.2 A Member shall immediately and without being requested to do so provide the Exchange with any information which the Member publishes or causes to be published which may be of significance to the Exchange's determination of the Member's ability to fulfil its undertakings pursuant to these member rules.
- 3.5.3 A Member shall immediately notify the Exchange in the event the Member's financial position deteriorates to such an extent that there exists a risk that the Member will no longer be able to perform its obligations or fulfil the requirements imposed in accordance with these member rules, or other circumstances exist which give rise to such risk.
- 3.5.4 The Exchange shall immediately be informed if a Member changes business name, address, or contact details.
- 3.5.5 The Exchange must immediately be informed in the event a Member erroneously receives from the Exchange confidential information which relates to another Member. The Member shall handle the information in accordance with the Exchange's instructions. Such information shall remain confidential and may not be used by the Member.

3.6 INFORMATION FROM THE TRADING SYSTEM

- 3.6.1 The Exchange provides market information through the Trading System. Such information may only be used internally by a Member.
- 3.6.2 "Used internally" means in this context (i) the use only by employees who require the information in carrying out their work in order to be able to perform work duties related to trading on the Exchange and (ii) the use of the information for the purpose of performing an undertaking to act as Market Maker or Market Maker Specialist on the Exchange. A Member shall regularly enter a list of those individuals who have access to real-time market information and provide the Exchange with such list at the Exchange's request.
- 3.6.3 A Member may not, in whole or in part, systematically transmit information from the Trading System or information processed based on information from the Trading System to any third party without a separate agreement with the Exchange. The foregoing shall apply irrespective of the form and scope of the systematic transmitting of information.

3.7 LIQUIDITY PROVIDER

- 3.7.1 A Member may act as Liquidity Provider on NGM Equity and Nordic MTF in respect of an issuer's financial instruments by entering into an agreement with the issuer.
- 3.7.2 A Member who has entered into an agreement with an issuer to act as Liquidity Provider shall immediately notify the Exchange of the agreement and inform from which date the guarantee is to apply. A copy of the agreement between the Member and the issuer must be delivered to the Exchange.
- 3.7.3 In order for a Member to be registered with the Exchange as a Liquidity Provider, the Member shall comply with the Exchange's guidelines for liquidity providers applicable from time to time. The Exchange's guidelines for liquidity providers are made available on the Exchange's website, at www.ngm.se.
- 3.7.4 A Member shall immediately notify the Exchange if the Member ceases to be a Liquidity Provider in respect of a particular financial instrument.

3.8 MARKET MAKER

- 3.8.1 A Member who has issued a financial instrument on NDX may act as Market Maker in respect of this financial instrument.

3.9 MARKET MAKER SPECIALIST

- 3.9.1 Following approval by the Exchange, a Member may act as Market Maker Specialist in respect of a financial instrument.
- 3.9.2 A Member shall immediately notify the Exchange if the Member ceases to be a Market Maker Specialist in a financial instrument.

4 PROVISIONS CONCERNING CONNECTION TO THE TRADING SYSTEM

4.1 CONNECTION TO THE TRADING SYSTEM

- 4.1.1 In order to obtain access to the Trading System and to conduct trading in the Trading System, a Member must be connected to the Trading System using a technical system approved from time to time by the Exchange.
- 4.1.2 In order to be able to obtain access to the Trading System, a Member must be connected to a network approved from time to time by the Exchange. Prior notice must be given to the Exchange of any change in network provider. The Exchange shall be entitled to appoint specific network providers for the Member. The Member shall bear all costs associated with the implementation of, connection to, and operation of, the network.
- 4.1.3 A Member may make changes to its technical equipment which is connected to the Trading System. Any changes to the Member's technical system which may have an effect on the Trading System must be notified to and approved by the Exchange before the change may come into effect. The notification must contain a technical description of the changes which are to be effected and the Member's opinion of the effect that any change will have on the Member and the Exchange.
- 4.1.4 All costs in respect of technical equipment and the installation of the technical equipment for a Member, including costs related to a Member's connection to the Trading System, shall be borne by the Member.

4.2 TESTS

- 4.2.1 The Exchange shall be entitled at any time to request that a Member, at the Member's own expense, tests its technical systems relating to connection to the Trading System in accordance with the directions and instructions issued by the Exchange. The Exchange retains the right to reject a Member's technical system if, in the Exchange's opinion, the tests do not produce satisfactory results. Upon a rejection of a Member's technical system, the Exchange shall be entitled to revoke the Member's access to the Trading System.
- 4.2.2 A Member shall comply at all times with any instructions which are notified by the Exchange from time to time and upgrade its systems and connections and conduct tests in relation thereto in accordance with the Exchange's instructions.

4.3 UPDATES AND MAINTENANCE

- 4.3.1 The Exchange retains the right to implement changes and updates to the Trading System, such as updating computer equipment (hardware) or changing the location of such computer equipment, updating the Trading System's software or implementing changes in communication protocols regarding connection to the Trading System.
- 4.3.2 Where possible, the Exchange shall notify a Member of any changes to the Trading System within a reasonable period of time before such changes are effected. In the event of extensive changes which also require modifications to a Member's technical equipment, the notification shall contain a description of the changes, information concerning tests, and the date on which the changes will take effect. Updates, maintenance, additions, and other changes to the Trading System may only be performed by the Exchange. A Member shall comply with any instructions notified by the Exchange in relation thereto.
- 4.3.3 The Exchange shall be entitled temporarily to shut down the Trading System, or parts thereof, or limit the functions in the system, during ongoing updates or maintenance. Where possible, the Exchange shall endeavour to perform updates or maintenance after the end of the Trading Day and notify Members within a reasonable period of time prior to implementation.

4.4 SUPPORT

- 4.4.1 Under normal operating conditions, staff to monitor and support the Trading System is available during the Trading Day. Support is provided by telephone and by e-mail. The support which is provided can deal with simple questions and problems to a reasonable extent. For more complicated questions, the Exchange reserves the right to charge a Member for its assistance in accordance with the prices for such support applied by the Exchange from time to time. The Exchange shall use its reasonable endeavours to resolve a Member's requests for support but provides no guarantee that the requests for support will be either wholly or partly resolved.

4.5 DISRUPTIONS CAUSED BY A MEMBER

- 4.5.1 Where a Member's technical equipment or connection to the Trading System (i) does not function satisfactorily, (ii) in the Exchange's opinion does not fulfil the requirements imposed by the Exchange, or (iii) if the Member is using the Trading System in a manner which is disruptive to the ordinary operation, the Member shall rectify the defect or deficiency as soon as possible. The Exchange may order the Member not to use the technical equipment or parts thereof until the defect or deficiency has been rectified. To the extent necessary in the Exchange's opinion, the Exchange reserves the right to limit the Member's volume of transactions, in whole or in part, or discontinue the Member's connection until the Member has rectified the defect or deficiency.

4.6 SECURITY

- 4.6.1 A Member shall ensure that its technical equipment is designed and located in such a manner as to ensure the fulfilment of high standards as regards access, traceability, and physical security. Accordingly, *inter alia*, the equipment must be protected against unauthorised interference and it must be possible retroactively to trace changes in the Trading System. The technical equipment shall be located in premises that are not accessible to unauthorised persons. The Exchange may stipulate additional security measures.
- 4.6.2 A Member shall ensure that its employees follow satisfactory security procedures and observe confidentiality as regards the Member's methods and procedures for accessing the Trading System.
- 4.6.3 A Member shall immediately inform the Exchange in the event of a violation of security rules or a failure to take security measures, or if there is a risk of serious violations which may affect the Member's connection to the Trading System, another Member, or the Trading System.
- 4.6.4 A Member shall ensure that no unauthorised persons, either directly or indirectly, obtain access to the Trading System. A Member shall ensure that its employees uphold the security requirements in relation to access to the Trading System. The Exchange must immediately be informed if a Member suspects that an unauthorised person has obtained access to the Trading System or that a third party has become aware of a method for obtaining unauthorised access to the Trading System.
- 4.6.5 A Member is responsible for all data traffic via the Member's connection to the Trading System.
- 4.6.6 A Member is entitled to use the services of a subcontractor for technical solutions for connection to, and communication with, the Trading System. A Member is primarily liable for such subcontractors, as for itself, and shall ensure that the provisions of these member rules are applicable to the subcontractor.

4.7 CONTACT PERSON

- 4.7.1 A Member shall appoint from amongst its employees no fewer than two contact persons who shall be responsible for the Member's technical equipment and connection to the Trading System. The Member shall ensure that at least one contact person is available to the Exchange throughout the entire Trading Day in order to handle and administer any enquiries from the Exchange. The Member shall notify the Exchange in writing of the names, e-mail addresses and telephone numbers of the contact persons both at the outset and upon replacement of such persons.

4.8 DIRECT MARKET ACCESS

- 4.8.1 A Member shall only be entitled to provide DMA following prior written approval by the Exchange. Such approval may be granted following a written application from the Member containing at least the following:
- a description of the due diligence measures conducted on the client;
 - a description of the systems and controls, including pre- and post-trade controls, to ensure that the provision of DMA does not adversely affect the compliance with these member rules, lead to disorderly trading or facilitate conduct that may involve market abuse;
 - a description of the procedure for the client's use of DMA; and
 - a description of the security measures in place between the Member and its client.
- 4.8.2 A Member must conduct due diligence on clients to which it provides DMA. The scope of the due diligence conducted shall be appropriate taking into consideration the risks posed by the nature of the clients, the scale and complexity of their prospective trading activities and the service being provided. Due diligence might, as appropriate, cover matters such as:
- the training and competency of individuals entering Orders;
 - access controls over Order entry;
 - allocation of responsibility for dealing with actions and errors;
 - if available, the historical trading pattern of the client; and
 - the ability of the client to meet its financial obligations to the Member.
- 4.8.3 A Member which provides DMA shall at all times use its best endeavors to comply with the rules set out in ESMA Guidelines.
- 4.8.4 The Member has the same strict liability for Orders and Trades which are routed through DMA as for Orders and Trades which the Member places in any other manner. The Member is therefore also liable to sanctions in accordance with section 6.10.5 below.
- 4.8.5 The Member shall appoint a contact person who is responsible for any matters which may arise in connection with DMA. The Member shall notify the Exchange of any changes in respect of such contact person.
- 4.8.6 The Member shall immediately inform the Exchange of any material changes or amendments with respect to DMA.
- 4.8.7 The Exchange shall at all times be entitled to request information from the Member relating to the Member's provision of DMA.
- 4.8.8 The Exchange is entitled to suspend or withdraw the Member's permission to provide DMA at any time if the Exchange deems that the Approved Client's continued access to the Trading System would be inconsistent with rules and procedures for fair and orderly trading. The Exchange is also entitled to suspend or withdraw the Member's permission to provide DMA if an Approved Client fails to comply with any of the provisions in these member rules.
- 4.8.9 A Member which provides DMA must ensure that the Approved Client's Orders pass through pre-trade controls of the Member before an Order reaches the Trading System.
- 4.8.10 The Exchange shall be entitled to carry out a review of the Member's internal risk control systems in relation to Approved Clients to which the Member provides DMA.
- 4.8.11 The Member shall enter into a separate written agreement with each Approved Client to which it provides DMA. The agreement shall at least contain the following:
- provisions ensuring that the Member does not exceed the maximum risk which the Member may assume in relation to the Approved Client;
 - provisions entitling the Member to immediately suspend or withdraw the Approved Client's access to DMA;
 - provisions prohibiting the Approved Client from entering Orders which (i) have no commercial meaning, (ii) are not entered into on market terms (iii) are intended to delay or prevent access to the Trading System by other Members or (iv) are intended to improperly affect the price structure of a financial instrument in the Trading System.
- 4.8.12 The Member's technical equipment shall ensure that:

- information is logged regarding the date and time at which the Approved Client placed the Order;
- Orders which, if executed, would result in a Trade that exceeds the Approved Client's payment and/or risk levels, are rejected; and
- it is possible to immediately suspend the Approved Client's access to DMA.

4.8.13 The technical equipment used by the Member for the purpose of providing DMA to Approved Clients shall have been tested and approved by the Exchange prior to the equipment being put into operation.

4.9 SPONSORED ACCESS

4.9.1 A Member shall only be entitled to provide SA following prior written approval by the Exchange. Such approval may be granted following a written application from the Member containing at least the following:

- a description of the due diligence measures conducted on the client;
- a description of the systems and controls, including pre- and post-trade controls, to ensure that the provision of SA does not adversely affect the compliance with these member rules, lead to disorderly trading or facilitate conduct that may involve market abuse;
- a description of the procedure for the client's use of SA; and
- a description of the security measures in place for the client's connection to the Trading System.

4.9.2 A Member must conduct due diligence on clients to which it provides SA. The scope of the due diligence conducted shall be appropriate taking into consideration the risks posed by the nature of the clients, the scale and complexity of their prospective trading activities and the service being provided. Due diligence might, as appropriate, cover matters such as:

- the training and competency of individuals entering Orders;
- access controls over Order entry;
- allocation of responsibility for dealing with actions and errors;
- if available, the historical trading pattern of the client; and
- the ability of the client to meet its financial obligations to the Member.

4.9.3 The Exchange shall assign unique customer ID:s to Approved Clients to which a Member provides SA.

4.9.4 A Member which provides SA shall at all times use its best endeavors to comply with the rules set out in ESMA Guidelines.

4.9.5 The Member has the same strict liability for Orders and Trades which are routed through SA as for Orders and Trades which the Member places in any other manner. The Member is therefore also liable to sanctions in accordance with section 6.10.5 below.

4.9.6 A Member which provides SA is responsible for all data traffic via the Approved Client's connection to the Trading System.

4.9.7 The Member shall appoint a contact person who is responsible for any matters which may arise in connection with SA. The Member shall notify the Exchange of any changes in respect of such contact person.

4.9.8 The Member shall immediately inform the Exchange of any material changes or amendments with respect to SA.

4.9.9 The Exchange shall at all times be entitled to request information from the Member relating to the Member's provision of SA.

4.9.10 The Exchange is entitled to suspend or withdraw the Member's permission to provide SA at any time if the Exchange deems that the Approved Client's continued access to the Trading System would be inconsistent with rules and procedures for fair and orderly trading. The Exchange is also entitled to suspend or withdraw the Member's permission to provide SA if an Approved Client fails to comply with any of the provisions in these member rules, including but not limited to the provisions concerning connection to the Trading System.

-
- 4.9.11 The Exchange shall be entitled to stop Orders from an Approved Client trading through SA separately from the Orders of the Member sponsoring the Approved Client's access by assigning unique customer IDs to Approved Clients that are accessing the Trading System via SA.
- 4.9.12 A Member which provides SA must ensure that the Approved Client's Orders pass through pre-trade controls of the Member before an Order reaches the Trading System.
- 4.9.13 The Exchange shall be entitled to carry out a review of the Member's internal risk control systems in relation to Approved Clients to which the Member provides SA.
- 4.9.14 The Member shall enter into a separate written agreement with each Approved Client to which it provides SA. The agreement shall at least contain the following:
- provisions ensuring that the Member does not exceed the maximum risk which the Member may assume in relation to the Approved Client;
 - provisions entitling the Member to immediately suspend or withdraw the Approved Client's access to SA;
 - provisions prohibiting the Approved Client from entering Orders which (i) have no commercial meaning, (ii) are not entered into on market terms (iii) are intended to delay or prevent access to the Trading System by other Members or (iv) are intended to improperly affect the price structure of a financial instrument in the Trading System.
- 4.9.15 The Member's technical equipment shall ensure that:
- information is logged regarding the date and time at which the Approved Client placed the Order;
 - Orders which, if executed, would result in a Trade that exceeds the Approved Client's payment and/or risk levels, are rejected; and
 - it is possible to immediately suspend the Approved Client's access to SA.
- 4.9.16 The technical equipment used by the Member for the purpose of providing SA to Approved Clients shall have been tested and approved by the Exchange prior to the equipment being put into operation.

5 TRADING RULES

5.1 TRADING HOURS

- 5.1.1 Days on which the Exchange is open for trading and trading hours are determined by the Exchange from time to time and are made available on the Exchange's website, at www.ngm.se.
- 5.1.2 The Trading Day is divided into the following:
- Pre-Trading;
 - Call Auction;
 - Continuous Trading; and
 - Post-Trading.

5.2 TYPES OF ORDERS AND PLACING ORDERS

- 5.2.1 Tick Size is a term used for the smallest possible price difference between two Orders in an Order Book. Tick Size tables are distributed via the Trading System and the Exchange's website. An Order, the price of which does not follow the Tick Size, is not accepted by the Trading System.
- 5.2.2 When placing an Order, one of the following Order categories must be stated:
- trading on own account; or
 - trading on behalf of a third party.
- 5.2.3 It must also be stated when placing an Order whether the Order relates to one of the Order categories below:
- Market Maker;
 - Stabilisation;
 - Acquisition or sale of a company's own shares.
- 5.2.4 The Order category "Market Maker" must also be stated in cases where a Member is acting as a Liquidity Provider or a Market Maker Specialist.
- 5.2.5 The maximum period of validity of an Order is eight (8) calendar days.
- 5.2.6 An Order shall consist of at least one Trading Lot, and only whole Trading Lots.
- 5.2.7 An Order should contain a customer reference.
- 5.2.8 One of the following types of Orders listed below must be selected when placing an Order:
- 5.2.8.1 Limit Order: An offer to buy or sell a certain quantity of a particular instrument at a specified price. If the Order does not immediately result in a Trade, either in whole or in part, the entire or remaining volume is placed in the Order Book.
- 5.2.8.2 Fill And Kill Order: An Order which is executed, as far as possible, upwards or downwards to the specified price level and the remaining volume is subsequently immediately cancelled.
- 5.2.8.3 Fill Or Kill Order: An Order which is executed, in its entirety, upwards or downwards to the specified price level and, where this is not possible, is cancelled immediately.
- 5.2.8.4 Iceberg Order: An Order for which only a part of the total order volume (referred to as the open volume) is presented in the Order Book. The following applies depending on the order specification:
- the open volume is updated either when the entire open volume has been matched or when part of the open volume has been matched; and
 - the open volume is either pre-determined or random.
- When the open volume is updated, the Order forfeits its time priority in the Order Book. If the total order volume, but not the open volume, is changed, the Order maintains its time priority in the Order Book.
- 5.2.8.5 Quote: An Order which may contain both a bid quote and sell quote and where the difference between the bid quote and sell quote may be zero (0) or greater.

A Quote may be placed with or without a validation function. A Quote with a validation function means that before matching can take place against another Order, an enquiry is made to the person who placed the relevant Quote to verify the price and volume. The person who placed the relevant Quote then has a fixed period of time established by the Exchange within which to respond. If no response is provided within the fixed period of time, the relevant Quote will be removed and the forthcoming matching will be suspended. Placing a Quote with a validation function is conditional on the fulfilment of all the requirements below:

- the Order Book is configured by the Exchange to allow a validation function,
- the person who places a Quote with a validation function is approved by the Exchange to do so in the specific Order Book, and
- no other Quote with a validation function is already placed in the Order Book.

A Quote, which is placed with a validation function activated, is at all times handled as passive in the matching.

- 5.2.9 An Order may be placed, modified, suspended, activated or cancelled during the Trading Day. If an active Order is suspended by the Member, it is removed from the Order Book and may not result in a Trade. A Suspended Order is visible only to the Member that placed the Order. If a Suspended Order is activated, it is regarded as a new Order with a new time at which it was placed.

An Order can be modified in terms of volume, price, and term. An Order forfeits its time priority in the event of an increase in the volume or a change in the price. The period of validity can be changed and the volume reduced without affecting the time priority. During Continuous Trading, the Trading System prioritises Orders based on price and, where prices are the same, on the time the Order was placed. Orders from a single Member (i.e. Orders which may lead to an Internal Trade) are prioritised ahead of other Members' Orders in the Order Book provided that the price is the same. In conjunction with an Internal Trade against an Order with a hidden volume, the Trade firstly takes place against the hidden portion of the Order.

- 5.2.10 The Exchange shall, whenever the Exchange is in operation, monitor the relevant market as close to real time as possible for possible signs of disorderly trading. The Exchange may cancel or reject a placed Order if, in the Exchange's opinion, the Order has no commercial meaning, is not regarded as being entered into on market terms, or is not compliant with these member rules.
- 5.2.11 The Trading System contains a function for handling Orders on those occasions where a Member has unwillingly lost technical access to the Trading System. A Member may configure the function individually for each Order in such a way that the Order is suspended, cancelled, or remains. If no configuration is made, placed Orders will remain. However, a Quote will in all cases be cancelled. The function only applies to Continuous Trading.
- 5.2.12 A Member may not enter Orders which (i) have no commercial meaning, (ii) are not entered into on market terms, (iii) are intended to delay or prevent access to the Trading System by other Members or (iv) are intended to improperly affect the price structure of a financial instrument in the Trading System. "Market terms" means that an Order or Trade, upon a thorough examination, corresponds to the relevant price of the financial instrument. In making this examination, consideration is given, *inter alia*, to price changes during the current and previous Trading Days, changes in the price of comparable financial instruments, and special terms and conditions for an Order which has been placed or an executed Trade.

5.3 CALL AUCTION IN THE TRADING SYSTEM

- 5.3.1 Members can only see their own Orders prior to Continuous Trading.
- 5.3.2 During the Call Auction, an opening price is calculated, where possible, for each financial instrument. Orders which have been placed are matched to the opening price or are entered into the Order Book.
- 5.3.3 The opening price is set at the price at which the greatest number of financial instruments can be matched to Trades. Orders are prioritised in accordance with the provisions of section 5.2.9. During the Call Auction, an Order is ascribed time priority based on the following:
- Orders from previous days are prioritised first according to their existing time priority, and
 - Orders which were placed on the same day, prior to the Call Auction, or during Post-Trading on the previous day, are granted a random time priority which they maintain for the period in which they remain in the Trading System, provided that no time priority change is made to the Order.

More information on how the opening price is calculated is set out in the Exchange's market model applicable from time to time.

5.4 MANUAL TRADES

- 5.4.1 Except as set out in sections 5.4.2 and 5.6.1 below, a Manual Trade may only take place within the relevant Spread.
- 5.4.2 During Continuous Trading, a Manual Trade may be executed outside the relevant Spread only where the transaction is equal to or larger than the minimum size of order specified in Table 1 (a Block Trade) or where the transaction is executed in the range between the relevant Spread and the volume weighted average price which would have been the outcome of the Trades which would have been carried out if the relevant Order had been executed in the Order Book (VWAS).

Table 1 – Block Trades thresholds

Class in terms of average daily turnover (ADT)	ADT < EUR 500,000	EUR 500 000 ≤ ADT < EUR 1,000,000	EUR 1 000 000 ≤ ADT < EUR 25,000,000	EUR 25 000 000 ≤ ADT < EUR 50,000,000	ADT ≥ 50,000,000
Minimum size of order qualifying as large in scale compared with normal market size	EUR 50,000	EUR 100,000	EUR 250,000	EUR 400,000	EUR 500,000

- 5.4.3 During Continuous Trading where no bid quote or sell quote exist, a Manual Trade may only be made if the price at the Time of the Trade is according to market terms in accordance with the provisions of section 5.2.12. Upon demand by the Exchange, a Member must report the basis for its opinion.
- 5.4.4 At times other than during Continuous Trading, Manual Trades may be executed without taking account of the most recent Spread, but at a price which is on market terms at the Time of the Trade. Upon demand by the Exchange, a Member must report the basis for its opinion.

5.5 REPORTING OF MANUAL TRADES

- 5.5.1 A Member may only report a Manual Trade if the Member took an active part in carrying out the Trade, such as where a Member, on its own account or on behalf of a customer, participated in creating the terms and conditions governing the Trade.
- 5.5.2 Reporting pursuant to section 5.5.1 must take place in the Trading System.
- 5.5.3 Where reporting a Manual Trade between two Members, one Member must report the Manual Trade and the other Member accept the Manual Trade in order for the Trade to be registered.
- 5.5.4 In respect of a Manual Trade between a Member and a third party, the Member must report the Manual Trade as an Internal Trade.
- 5.5.5 Other than as set forth in section 5.5.6, Manual Trades which are executed during Continuous Trading or during Pre-Trading must be reported within three (3) minutes of the Time of the Trade.
- 5.5.6 Manual Trades which take place within three (3) minutes prior to the end of Continuous Trading and which, due to time constraints, a Member is unable to report during the Continuous Trading, must be reported during Pre-Trading on the following Trading Day.
- 5.5.7 Manual Trades which take place after Continuous Trading but before Pre-Trading on the following Trading Day must be reported during such Pre-Trading.
- 5.5.8 Where a Manual Trade cannot be reported during the specified time due to a technical error, the Manual Trade must be reported as soon as possible after the problem has been resolved.

5.5.9 A Member must immediately notify the Exchange by telephone or e-mail of any technical error as referred to in section 5.5.8.

5.5.10 The following information must be reported:

- Financial instrument
- Purchase/sale
- Trader
- Type of Trade:
 - Standard
 - According to special terms and conditions in section 5.6.1
- Price
- Number
- Counterparty
- Time of the Trade
- Order category pursuant to section 5.2.2
- Customer reference (if available)

5.6 TRADING SUBJECT TO SPECIAL TERMS AND CONDITIONS

5.6.1 Notwithstanding the provisions of section 5.4 above, Manual Trades may be entered into at prices outside the Spread following specific consent from the Exchange, referred to as an Exchange Granted Trade (EGT). For example, derivative-related transactions (DRT) and transactions at Volume Weighted Average Price (VWAP) are approved.

5.7 CANCELLATION OF A TRADE

5.7.1 The Exchange may cancel any Trade in the Trading System which is the result of an obvious error or mistake caused by a Member or which, in the Exchange's opinion, constitutes an obvious violation of the applicable provision of law, another enactment, or the Exchange's rules, or which has arisen due to disruptions in the technical system of the Member, an Approved Client or the Exchange.

5.7.2 A request for cancellation by a Member on the grounds referred to in section 5.7.1 must be submitted for determination to the Exchange's market surveillance department not later than within ten (10) minutes of the Time of the Trade. If a cancellation request is submitted later than ten (10) minutes from the Time of the Trade, the Exchange may decide to cancel the Trade only if, in the Exchange's opinion, there is a special cause.

5.7.3 The cancellation of a Trade will be carried out as soon as possible during the relevant Trading Day.

5.7.4 Decisions as to whether a Trade is to be regarded as the result of an obvious error or mistake in accordance with section 5.7.1 are made by the Exchange.

5.7.5 The Exchange may also cancel a Trade where it is agreed upon between the affected Members. Such a cancellation request must be submitted to the Exchange by telephone as soon as possible, but no later than within thirty (30) minutes of the Time of the Trade.

- 5.7.6 Where a cancellation request in accordance with section 5.7.5 is submitted later than thirty (30) minutes after the Time of the Trade, the Trade can be cancelled only if there is a special cause.
- 5.7.7 The Exchange's guidelines for cancellation of trades on NDX applicable from time to time are made available on the Exchange's website, at www.ngm.se.

5.8 TRADING HALT (SUSPENSION)

- 5.8.1 The Exchange is entitled to implement a Trading Halt on a regulated market in accordance with Chapter 22 of the SMA. The rules regarding Trading Halt shall however also be applicable on the Exchange's non-regulated markets. Trading in a financial instrument must immediately be suspended if the market does not have access to information about the financial instrument on equal terms, or does not have sufficient information about the issuer, or if the issuer's position is such that trading could harm the interests of investors, or if the financial instrument does not fulfil the requirements imposed under the Exchange's rules, or if there are other special causes pertaining to the issuer or to the financial instrument.
- 5.8.2 Where a decision has been made to suspend trading pursuant to section 5.8.1, during the period in which the Trading Halt is in effect a Member may not trade or participate in trading in the financial instrument to which the Trading Halt relates or other financial instrument the pricing of which is materially dependent on the financial instrument to which the Trading Halt relates.
- 5.8.3 In addition to what is set out in section 5.8.1 above, the Exchange may also order a suspension of trading in the Trading System for other reasons, referred to as a technical Trading Halt. A technical Trading Halt may take place, for example, if incorrect information is attributed to the financial instrument or if a technical error affects the pricing of the financial instrument. A technical Trading Halt may relate to a particular financial instrument or a Market Segment.
- 5.8.4 Manual Trades in financial instruments which are subject to a Trading Halt in accordance with section 5.8.3 must be reported in accordance with section 5.5.8. A Member must immediately notify the Exchange of such Manual Trades.
- 5.8.5 The Exchange will cancel or reject a placed Order where there is a Trading Halt pursuant to sections 5.8.1 and 5.8.3.
- 5.8.6 The Exchange may decide that trading after a Trading Halt shall be resumed pursuant to new Pre-Trading followed by a new Call Auction and subsequent Continuous Trading.
- 5.8.7 The Exchange shall announce a decision to order a Trading Halt or a decision to resume trading following a Trading Halt, as well as the forms thereof.

5.9 SUSPENDED/LIMITED TRADING AS A CONSEQUENCE OF EXTRAORDINARY EVENTS OR TECHNICAL ERRORS

- 5.9.1 Upon the occurrence of events or circumstances which, in the opinion of the Exchange, effect the Exchange's ability to maintain well-functioning trading operations or if a technical system fails, giving rise to a risk of serious damage to the Trading System, the Exchange, a Member, an Approved Client or an issuer, the Exchange may take any of the following measures:
- Suspend trading;
 - Limit opportunities for trading;
 - Delay the opening or closing of trading.
- 5.9.2 The measures stated in section 5.9.1 may be limited to a particular Market Segment, a particular financial instrument, a particular Member, a particular Approved Client or a particular type of connection.
- 5.9.3 A suspension of trading may not continue longer than is unavoidably necessary. The following shall apply as guidelines:

- if less than 25 per cent of the market (“market” means the total average market share of Members of the Exchange during the most recent 12-month period) has no contact with the Trading System, trading will not be suspended;
- if between 25 per cent and 75 per cent of the market has no contact with the Trading System, the Exchange shall in each particular case determine whether trading will continue or be suspended; and
- if more than 75 per cent of the market has no contact with the Trading System, trading will be suspended unless the Exchange determines that well-functioning trading can nonetheless be maintained.

5.9.4 Trading will be resumed not later than the time at which Members representing 75 per cent of the market are once again in contact with the Trading System and the Exchange concludes that well-functioning trading can be maintained.

5.9.5 Where the Exchange has suspended trading, or where the Call Auction has been delayed by more than one (1) hour, the Exchange may extend the period of time for Continuous Trading on the relevant Trading Day.

5.9.6 An extension of Continuous Trading may not exceed the length of the period of suspension or delay in the Call Auction. However, an extension in trading hours may not be less than fifteen (15) minutes.

5.9.7 A Member shall be notified of any measures referred to in sections 5.9.1, 5.9.4 and 5.9.5 within a reasonable period of time prior to the implementation of the measure, provided that any delay in implementation of the measure does not entail a risk of increased defects/damage. The Member must be notified as soon as possible in the event of a risk of increased defects/damage. Where trading operations have been suspended, the resumption of trading may take place not earlier than ten (10) minutes after the Exchange has announced the lifting of suspension of trading, unless the Exchange has already previously notified the time of resumption of trading.

5.9.8 Measures referred to in sections 5.9.1, 5.9.4 or 5.9.5 shall be communicated to Members by means of a Market Notice. Where possible, Members shall inform their customers and Approved Clients.

5.10 ACQUISITION AND SALE OF A COMPANY’S OWN SHARES

5.10.1 Rules regarding the acquisition and sale of a company’s own shares which is not effected pursuant to Chapter 7, section 6 of the SMA, are found in the Exchange’s rulebook for issuers. A Member acquiring or divesting a company’s own shares on behalf of such a company shall be bound by the relevant provisions in the Exchange’s rulebook for issuers.

5.11 CLEARING AND SETTLEMENT

5.11.1 The settlement schedule for all Trades shall be in accordance with best practices in the member state of the applicable clearing organisation. The parties to a Manual Trade are however entitled to agree upon deviating settlement schedule.

5.11.2 Clearing and settlement of Trades shall take place in a clearing system recognised by the Exchange.

5.11.3 The relevant parts of The Swedish Securities Dealers Association’s rules governing trading in securities and settlement of transactions are applicable to all Trades.

6 MISCELLANEOUS

6.1 FEES

- 6.1.1 The Member shall pay fees to the Exchange for the Exchange's services. The fees shall be those set forth in the fee list in effect from time to time as determined by the Exchange.
- 6.1.2 The Exchange is entitled to change the fees. Members shall be notified of such changes as soon as possible. Any increase in fees shall come into effect not earlier than thirty (30) days following such notice.
- 6.1.3 Any change in the fees must be notified in the manner and within the period of time set forth in section 6.4.2 below.
- 6.1.4 In the event a Member fails to pay a fee in accordance with the applicable fee list, the Exchange may order termination of the membership, whereupon the Member shall no longer be entitled to trade on the Exchange.

6.2 LIMITATIONS OF LIABILITY

- 6.2.1 The Exchange or Members shall in no circumstances be liable for any defects which have arisen due to events beyond their control (force majeure), such as war, lightning strikes, labour disputes, fire, electricity outages, changes in public authority regulations, etc., as well as data communication outages or loss of information or data.
- 6.2.2 In the event the Exchange is prevented, in whole or in part, from performing measures due to circumstances set forth in section 6.2.1, such performance may be postponed until such time as the impediment has ceased, where possible. In the event the Exchange is prevented from making or receiving payment as a consequence of such circumstances, the Exchange shall not be liable for penalty interest on arrears.

6.3 LIABILITY OF MEMBERS

- 6.3.1 A Member shall be liable for all events due to measures taken via the Member's connection to the Trading System, irrespective of whether or not such measure is taken by an authorised representative of the Member.
- 6.3.2 Neither the Exchange nor Members shall be liable for any damage arising from delays or other deficiencies which have arisen as a consequence of events set forth in section 6.2.1.
- 6.3.3 The Exchange is not liable for any damage (whether direct or indirect) as a consequence of a decision of the Exchange in accordance with these member rules. In addition, the Exchange shall in no circumstances be liable for any loss of profit or income or other indirect damage or consequential damage.
- 6.3.4 The Exchange does not warrant that the Trading System or other associated technical systems are free of defects or disruptions. The Exchange's liability *vis-à-vis* Members for defects and disruptions in the Trading System is to take reasonable measures to remedy defects or disruptions which have arisen.
- 6.3.5 The Exchange is not liable for damage which has arisen as a consequence of or in conjunction with the dissemination of public or non-public information. The Exchange is not obliged to notify or correct errors in public or non-public information unless, in the opinion of the Exchange, such notification or correction is reasonable and may be deemed to be of substantial importance to a Member.
- 6.3.6 The limitations of liability set forth in this section shall not apply in the event of gross negligence, fraud, or wilful neglect by either party.

6.4 AMENDMENTS TO NGM'S MEMBER RULES

- 6.4.1 The Exchange reserves the right to make amendments or supplements to these member rules without the prior approval of Members. Members shall be bound by rules applicable from time to time. The Exchange must notify proposed amendments or supplements to the Swedish Securities Dealers' Association which, within ten (10) weekdays following such notification, shall be entitled to demand consultation on the amendment or supplement.

6.4.2 Unless otherwise stated, amendments and supplements to these member rules shall apply to Members thirty (30) days after the Exchange has notified the contact person specified by the Member of the amendments or supplements.

6.4.3 Where amendments or supplements are required by legislation, regulations, a decision of a court, or a decision by other public authorities, or where the foregoing consultation is patently unnecessary, or where special cause exists in light of the market conditions, the Exchange may order that amendments or supplements enter into force at an earlier time, or that they come into force immediately without previous consultation. In such cases, the Swedish Fund Dealers' Association must be notified of the amendments or supplements.

6.5 RIGHT TO USE THE TRADING SYSTEM

6.5.1 The Exchange grants to each Member a non-exclusive and non-transferable right of use by virtue of an electronic connection to connect to the Trading System for the purpose of affording Members and Approved Clients access to the functions of the Trading System. No other right shall be granted or transferred.

6.5.2 Each Member shall, in its own time and at its own expense, develop and maintain necessary technical solutions and procedures concerning electronic communications with the Trading System. Such solutions must be in accordance with the Exchange's instructions and communication protocols in force from time to time.

6.5.3 Members may not afford any third party access to the functions of the Trading System or, without the Exchange's written approval, make any changes to, tamper with, or copy the Trading System's software or functions.

6.6 INTELLECTUAL PROPERTY RIGHTS

6.6.1 The Trading System consists of software and communication protocols developed by the Exchange. Copyright and all other intellectual property rights to the Exchange's software, communication protocols, member rules, documentation, indices, classifications, publications, market information, statistics, and all other documents produced by the Exchange, and any amendments or modifications thereto, vest in and shall continue to vest in, the Exchange.

6.6.2 The Exchange shall be entitled to use all information entered by a Member in the Trading System. The Exchange shall be exclusively entitled to all information relating to the Trading System, including an exclusive right to issue, publish, disseminate, and copy such information. The Exchange shall be entitled to disseminate this information to the general public.

6.6.3 A Member may not use the Exchange's trademarks, logos, or other intellectual property rights owned by the Exchange pursuant to section 6.6.1 above without the Exchange's written consent.

6.6.4 The Exchange undertakes to maintain necessary intellectual property rights to the Trading System and the functions of the system which Members are entitled to use pursuant to these member rules. In the event a claim is brought against a Member by any third party on the grounds that the Member has infringed the third party's intellectual property rights as a consequence of its use of the Trading System, or where the Member otherwise becomes aware that rights vested in the Exchange are being challenged, the Member shall be required without delay to notify the Exchange thereof. Any claim by a third party against the Member for infringement of intellectual property rights shall be handled by the Exchange at the Exchange's expense and the Member shall not be entitled to take part in negotiations or litigation unless so requested by the Exchange. In the event such request is made, the Member shall be obliged to assist the Exchange. Where it is held, by means of a final and binding judgment, that infringement has taken place, the Exchange will attempt to provide the equivalent functionality without causing an infringement. Where this is not possible, the Exchange shall be entitled to modify the Trading System in such a way that it no longer creates an infringement. Any Member that cannot reasonably accept such modification shall be entitled to terminate its Exchange membership.

6.6.5 The Exchange shall not be liable *vis-à-vis* the Member in respect of claims for infringement based on the use of the Trading System together with another system or product which is not part of the Trading System nor provided by the Exchange.

6.6.6 In the absence of intent or gross negligence, the Exchange's liability *vis-à-vis* a Member for claims for infringement is limited to the provisions of this section 6.6. A Member may not bring any other claims against the Exchange as a consequence thereof.

6.7 TERMINATION OF MEMBERSHIP, ETC.

- 6.7.1 Membership must be terminated in writing. The notice period is thirty (30) days.
- 6.7.2 The Exchange may terminate a Member's membership immediately where the Member no longer fulfils the requirements applicable pursuant to these rules or as determined by the Exchange's disciplinary committee.
- 6.7.3 The Exchange may also terminate membership immediately where a Member suspends payments, applies for a company reorganisation, commences bankruptcy proceedings, or otherwise indicates insolvency or a risk of insolvency.
- 6.7.4 The Exchange may order that a Member be temporarily suspended from the Trading System if the Exchange suspects that the Member is no longer suitable, such as where the Member is suspended from other marketplaces or may otherwise be deemed unsuitable.
- 6.7.5 A Member may be liable for sanctions in accordance with section 6.10.2 after termination of membership where the violation occurred during the period of membership and the violation was notified to the disciplinary committee within one year of the occurrence of the violation.
- 6.7.6 Members shall be bound by the trading commitments which were made prior to termination of their membership.

6.8 CONFIDENTIALITY BY MEMBERS

- 6.8.1 No Member may disclose information to any third party which is not in the public domain or which is only available to Members of the Exchange.
- 6.8.2 Members shall ensure that their employees and contractors are bound by and observe confidentiality as regards confidential information which they have received regarding the Exchange or its customers. The duty of confidentiality shall apply notwithstanding the termination of the employment relationship or the completion of the service.
- 6.8.3 The above confidentiality provisions shall continue to apply after the termination of membership.

6.9 PROTECTION OF PERSONAL DATA

- 6.9.1 The Exchange is responsible, pursuant to the Personal Data Act (SFS 1998:204) for any processing of personal data, such as information concerning traders, which Members provide to the Exchange, in conjunction with the use of the Trading System. The Exchange processes such personal data in its capacity as personal data assistant as defined in the Personal Data Act, and may only process the personal data in accordance with legislation and generally accepted practices in effect from time to time and in accordance with instructions from Members.
- 6.9.2 The Exchange shall take any and all appropriate technical and organisational measures to protect personal data which is being processed. The measures shall provide a level of security which is appropriate, taking into consideration: (i) the technical possibilities available; (ii) the costs of implementing the measures; (iii) the special risks involved in processing the personal data; and (iv) the level of sensitivity of the personal data processed. The Exchange shall ensure that the processing of personal data pursuant to the Personal Data Act does not take place outside the EEA.
- 6.9.3 The Exchange and the Members shall co-operate and exchange information to ensure that the parties are able to fulfil the requirements pursuant to the Personal Data Act concerning information released to registered persons and rectification of personal data.

6.10 SANCTIONS

- 6.10.1 In the event of any breach of these member rules by a Member, the Exchange may order that the Member be suspended from the Trading System for a fixed period of time and deprive the Member of the right to participate in trading.
- 6.10.2 Where a Member fails to comply with any law, regulation, generally accepted practices on the securities market, or these member rules, the Exchange's disciplinary committee may, if the violation is serious, order termination

of the membership. Where the disciplinary committee deems that the violation is not sufficiently serious to warrant termination of membership, the disciplinary committee may order the Member to pay a special fee to the Exchange of a minimum of one hundred thousand kronor (SEK 100,000) and a maximum of ten million kronor (SEK 10,000,000). In determining the amount of the special fee, the nature of the violation and other significant circumstances shall be taken into account. Where the disciplinary committee deems that the violation does not warrant the imposition of a special fee, the disciplinary committee may instead issue a warning to the Member.

- 6.10.3 Where a registered trader is held liable for a violation of a rule or otherwise appears to be unsuitable as a trader, the Exchange's disciplinary committee may order that the trader be deregistered and not permitted to participate in trading thereafter. Where the violation is minor or excusable, the disciplinary committee may issue a warning or refrain entirely from issuing any penalty. The disciplinary committee may also order that the trader be suspended from trading for a fixed period of time up to, but not exceeding, six (6) months. The Member and the trader shall be afforded the opportunity to be heard in respect of any matter concerning the trader being deregistered.
- 6.10.4 If special cause exists, the Exchange may order that a trader be suspended pending a decision of the disciplinary committee. Where possible, a decision to suspend a trader must be made in consultation with the Member.
- 6.10.5 If an Approved Client to which a Member provides DMA or SA fails to comply with law, regulation, generally accepted practices on the securities market or these member rules, the Member shall be liable for the sanctions set out above. For the avoidance of doubt, the Member's liability pursuant to this section shall apply regardless of whether or not the Exchange has given the Member approval to provide DMA and/or SA to its clients in accordance with section 4.8 and 4.9 above.

6.11 GOVERNING LAW AND DISPUTES

- 6.11.1 These member rules shall be governed by Swedish Law. Disputes between a Member and the Exchange arising from these member rules shall be conclusively settled by arbitration pursuant to the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration tribunal shall be composed of three arbitrators. The arbitration proceedings shall take place in Stockholm, Sweden.
- 6.11.2 All Orders and Trades are governed by Swedish Law. Disputes between two Members regarding trading on the Exchange shall be settled by Swedish courts, Stockholm District Court (Sw. *Stockholms tingsrätt*) being the court of first instance.

6.12 AKTIETORGET

- 6.12.1 The Exchanges provides its Trading System to ATS Finans AB, the market operator of AktieTorget, as a service. Consequently, all trading in financial instruments listed on AktieTorget takes place in NGM's Trading System. Furthermore, trading on AktieTorget requires membership with NGM as well as ATS. For the avoidance of doubt, any member of ATS wanting to participate in trading on AktieTorget, is required to also be a member of NGM in accordance with these member rules.
- 6.12.2 All Members of the Exchange trading in financial instruments listed on AktieTorget, shall, in addition to complying with the provisions set out in these member rules, also comply with the member rules as amended through Annex I.
- 6.12.3 A Member trading in a financial instrument listed on AktieTorget shall be deemed to have accepted the provisions in these member rules as amended through Annex I, and shall be bound by the provisions in relation to ATS.

ANNEX I – RULES GOVERNING TRADING ON AKTIETORGET

The purpose of this Annex I is to set out the conditions under which Members of NGM and ATS (AktieTorget) may participate in trading in financial instruments listed on AktieTorget. The member rules shall apply with the amendments and supplements set out below for a Member trading in financial instruments listed on AktieTorget.

Please note that AktieTorget has its own market surveillance department, tasked with inter alia monitoring the trading carried out on, and the information disseminated by Issuers listed on, AktieTorget. Questions pertaining to trading in financial instruments listed on AktieTorget – i.e. cancellation of trades or a trade halt in certain financial instruments – shall be directed to the market surveillance department operated by AktieTorget. AktieTorget also has its own disciplinary committee. Any questions relating to a disciplinary matter – pertaining to a financial instrument listed on AktieTorget – shall be handled by AktieTorget's disciplinary committee.

GENERAL PROVISIONS

The following amendments to NGM's member rules shall be applicable for Members trading on AktieTorget.

Any reference in the Member Rules to *the Exchange* shall, where applicable, mean ATS.

Any reference in the Member Rules to a *Member* shall mean a legal entity that has been approved as a member on NGM and ATS.

Any reference in the Member Rules to a *Liquidity Provider* shall mean a Member who, vis-à-vis an issuer on AktieTorget, has undertaken to provide bid quotes and sell quotes in respect of a particular financial instrument on a regular basis.

The provisions set out in this Annex I shall, notwithstanding section 3.1.4 of the Member Rules, have priority over the Member Rules.

THE FOLLOWING PROVISIONS OF THE MEMBER RULES SHALL BE AMENDED AS FOLLOWS

- 3.7.1 A Member may act as Liquidity Provider on AktieTorget in respect of an issuer's financial instruments by entering into an agreement with the issuer.