# MTS FRANCE S.A.S

Membership Portal Application Request

SEPTEMBER 2018 EDITION



Corporate Name (hereinafter, "Participant")					
Belonging to (name of Group)					
Registered office in (Country)					
Address (incl. Post code)					
Telephone					
Company Number [VAT No/Tax Code]					
Legal Entity Identifier (LEI)					
Clients Qualification	☐ EEA Credit Institution ☐ EEA Investment Firm				
First name and surname of Legal Representative					
Position held in the Company by Legal Representative					
By signing this Application form, the Participant applies to MTS France S.A.S(hereinafter, "MTS France") to use the following Service [tick the box]					
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The Participant undertakes to inform MTS France in writing and/or via the Membership Portal, without delay, of any changes of the details provided in this request (the

MTS

"Application") and/or on the Portal.

The Participant hereby requests the relevant access codes (userID and password) for accessing the MTS members portal ("MTS Membership Portal") to be sent to the following person/s (the name of the legal representative may also be indicated):

First name and Surname (hereinafter, the "Contract Representative"):
Address:
Postcode:
Telephone:
Mobile:
Email:
Position held in the Company:
First name and Surname (hereinafter, the "Contract Representative"):
Address:
Postcode:
Telephone:
Mobile:
Email:
Position held in the Company:

appointing him/her/them as its representative/s for all the Services requested by the Participant in order to exercise all the legal powers, both active and passive, including the power of withdrawal related to the establishment and management of the contractual relationship(s) concerning the supply of the Service(s) requested. The Contract Representative/s shall also have the power to delegate to other persons – in the limits provided by MTS France– his/her/their managing powers, except for the power of withdrawal from and activation of new Services. The substitution and/or the supplement of the Contract Representative/s shall be communicated by a Legal Representative of the Participant by using the form to be provided by MTS France.



## **Applicable Provision**

The definitions provided in the Terms and Conditions and in the Membership Documentation as a whole, shall apply also to this Application.

Once the Participant receives from MTS France the written confirmation of receipt of this Application together with a) an invitation to complete the relevant sections of the Portal and b) the codes (userID and password) for accessing the Portal, the relationship between the Participant and MTS France shall be governed by this Application, the Terms and Conditions and the relevant Schedules, including also the Rules, the MTS GUI Licence terms and conditions, where relevant, and the Fee Schedule (hereinafter all together referred to as "Membership Documentation"). Participant acceptance to participate on the market shall be effective and binding as of the date MTS, upon successful completion of the membership process, accepts this Application by way of a written communication to be sent via its Client Servcies Notices.

Where there is a conflict between any of: i) this Application; ii) the Terms and Conditions; and iii) any Schedule(s), the prevailing terms shall be those contained in the following documents in prevailing order:

- a) This Application (including the Data Protection Terms and the contents of the Portal);
- b) The Rules;
- c) The Terms and Conditions;
- d) The other Schedules different from the Rules;
- e) The Technical Specifications.

Participant agrees that, by accessing the MTS Market via the MTS front-end GUI, it will be subject to the GUI licence terms and conditions available at https://www.mtsmarkets.com/resources/membership-general-terms-and-conditions.

### **Data Protection**

The MTS Privacy Policy, available at: <a href="http://www.mtsmarkets.com/mts-home/privacy-and-cookies-policy">http://www.mtsmarkets.com/mts-home/privacy-and-cookies-policy</a> will constitute part of this Application form. The Participants, having read the Privacy Policy provided by MTS as data controller, declares to have made available to the Contract Representative/s and to its employees and/or officers whose personal data are provided herein or within the Membership Portal, the Privacy Policy. This Application form will not be considered complete until the Participant applicant reviews and accepts the Privacy Policy located on the MTS website at the address above by ticking this box:



The Participant confirms that it has read and understood the Membership Documentation and that it has had an opportunity to discuss the same with MTS France. By executing this Application form, the Participant, hereby unequivocally agrees to be bound by the terms of the Membership Documentation.

The Participant declares that the information given in this Application form is true and correct.

Name and Surname:
Authorised Signature of the Legal Representative:
Place and Date:

# **Legal / Company Secretary certification:**

The undersigned,								
in my capacity as	of th	ne Par	ticipant,	hereby	certifies	that		
a) the above signature is authentic and b)	the sig	gnatory	has po	wers to	sign and	bind		
the Participant for the purposes of this Application								
Name and Surname:								
Authorised Signature of the Legal Representative:	:							
Place and Date:								

This Application, duly compiled and signed, shall be sent by courier mail (and in advance by email, as appropriate), to:

#### **MTS France**

14 Place des Reflets, 92054 Paris La Défense Cedex, France

e mail: mtsfrance@euronext.com





www.mtsmarkets.com