



# Exchange Rules

of Nasdaq Derivatives Markets



Version: 4 March 2024

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## CHAPTER 1 | GENERAL PROVISIONS

### 1.1 INTRODUCTION

1.1.1 Nasdaq Stockholm AB, reg. no. 556420-8394, (the “**Exchange**”) is authorised and supervised by the Swedish Financial Supervisory Authority as an exchange. The Exchange operates a regulated market and an MTF for derivatives trading. The Exchange is part of a group of entities (the “**Nasdaq Group**”) with Nasdaq, Inc., reg. no. 52-1165937 as the ultimate parent.

#### 1.1.2 Applicability of the Exchange Rules

- (a) These Exchange Rules of Nasdaq Derivatives Markets (the “**Exchange Rules**”) govern the Exchange’s activities and the legal relationship between the Exchange and Exchange Members. The Exchange Rules also contain certain provisions governing the legal relationship between Exchange Members. The Exchange Rules become binding between Exchange Members and the Exchange through execution of the Exchange Member Agreement.
- (b) The Exchange Rules include, *inter alia*, requirements for membership at the Exchange and the trading rules applicable in the Exchange’s derivatives exchange operations. The Exchange Rules are comprised of the Chapters set forth below and the Appendices listed in the table of contents and/or made available on the Exchange’s website. The Appendices include the standardised form Exchange Member Agreement. The Exchange reserves the right in certain agreements to depart from or add to the text of these agreements, on condition that such departures or additions do not materially affect the Exchange’s operations.
- (c) Chapter 1 sets out the general provisions governing the Exchange’s exchange operations and provisions governing admission of Exchange Listed Instruments. Chapter 2 sets out the requirements for membership at the Exchange. Chapter 3, 4 and 5 set out the trading rules for Exchange Listed Instruments. Chapter 6 sets out provisions for sanctions and disciplinary procedures in case of breaches of the Exchange Rules. Chapter A, B and C set out the contract specifications for the Instruments provided by the Exchange.
- (d) Defined terms used in the Exchange Rules are defined in the List of Definitions, unless otherwise specified.
- (e) Times stated in the Exchange Rules refer to times in Sweden, unless expressly stated otherwise. Deviations from times stated in the Exchange Rules may occur in connection with holidays, etc. and notice thereof shall be given accordingly.
- (f) The Exchange Rules in force from time to time are made available on the Exchange’s website: <https://www.nasdaq.com/solutions/rules-regulations-derivatives-rules>. Any updates of the Exchange Rules will normally be made every six (6) months in connection with material amendments and supplements of the Exchange Rules, as set forth in Section 1.10. Amendments to Appendices of the Exchange Rules, e.g. the Quotation List, may take place

with shorter intervals. In order to receive updated versions, the Exchange Member shall inform the Exchange about contact details to which such updates shall be distributed. The Exchange shall also make the Exchange Rules available to the general public.

### 1.1.3 Market Model Documents

The Market Model Nasdaq Derivatives Markets and the Genium INET Market Model Fixed Income Derivatives, which are referred to in various Sections of these Exchange Rules, do not form part of the Exchange Rules but give further guidance to the Exchange Rules, including but not limited to more detailed descriptions of the Order types and characteristics of the Exchange's trading systems.

### 1.1.4 Certain Restrictions in Respect of U.S. Persons

- (a) No Transactions may be entered on the Exchange by or for the account of a U.S. Person or a person located in the United States, nor may any transactions be solicited, negotiated, executed or booked within the United States unless permitted under applicable U.S. federal law and the regulations promulgated thereunder. Therefore, neither an Exchange Member nor an Exchange Trader may be a U.S. Person.
- (b) Notwithstanding paragraph (a) above, Restricted Swaps may not be transacted on the Exchange or otherwise entered by or for the account of a U.S. Person or a person located in the United States, nor may any transactions be solicited, negotiated, executed or booked within the United States. Each time an Exchange Member or an Exchange Trader submits a Restricted Swap to the Exchange, the Exchange Member or the Exchange Trader is deemed to represent to the Exchange, based on its reasonable belief, that: (1) the Restricted Swap was solicited, negotiated, executed and booked outside the United States; (2) the Exchange Member or the Exchange Trader itself and, if different, the relevant Clearing Member or person in whose name the Clearing Member carries the account for which the Restricted Swap has been submitted ("**account holder**") is not a U.S. Person or located in the United States; and (3) the Exchange is a permissible exchange venue to which the Restricted Swap may be submitted under all relevant laws applicable to the Exchange Member or the account holder.
- (c) If an Exchange Member takes advantage of the U.S. Securities and Exchange Commission's 1 July 2013 Class No-Action Relief to enter into Transactions in Eligible Options with or on behalf of "Eligible Broker-Dealers" or "Eligible Institutions" (as defined in the Class No-Action Relief) in the United States with specified equity Options or equity index Options, it shall comply with all terms and conditions set forth in the Class No-Action Relief, including obtaining and maintaining a record of the representations set forth in the Class No-Action Relief. A list of Eligible Options, as amended from time to time, and a template for obtaining the representations set forth in the Class No-Action Relief are available on the Exchange's website.
- (d) For the purposes of this entire Section 1.1.4, the following definitions shall apply: (i) "**United States**" shall mean the United States of America, its states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands and any other territory or possession of the United States government or any enclave of the United States government or its agencies or

instrumentalities; (ii) **“U.S. Person”** has the meaning for such term provided in the United States Commodity Futures Trading Commission’s (**“CFTC”**) Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations (78 CFR 45292 (July 26, 2013)); (iii) **“Restricted Swap”** shall mean any agreement, contract or transaction defined in Section 1a(47) of the Commodity Exchange Act (**“CEA”**) and/or in CFTC Rule 1.3(xxx); (iv) **“Class-No Action Relief”** shall mean the U.S. Securities and Exchange Commission’s 1 July 2013 Class No-Action Relief issued by the U.S. Securities and Exchange Commission’s Division of Trading and Markets; and (v) **“Eligible Options”** shall mean equity Options or equity index Options listed as Eligible Options on the Exchange’s website, as amended from time to time.

## 1.2 ADMISSION TO TRADING OF INSTRUMENTS

- 1.2.1 On the Exchange Listing of Instruments, the Exchange shall determine that there exist proper conditions for fair, orderly and efficient trading, taking into consideration market conditions and circumstances in general, for the intended exchange trading of the Instrument in question. As regards Instruments related to a particular Contract Base, the Exchange shall also determine whether there exists, or is expected to exist, significant trading with reliable pricing for those assets which constitute the Contract Base. When making the determination, the Exchange shall take into account the conditions set out in applicable legislation regarding admission of financial instruments to trading.
- 1.2.2 Following the Exchange’s approval of Instruments for Exchange Listing, the Exchange shall list the Instrument in question in one or more Exchange Series to make possible Exchange Transactions. In case of a Flexible Instrument, the Exchange Member may create a new Exchange Series, provided that the Contract Base is approved by the Exchange and the Exchange Series is within the limits set by the Exchange.
- 1.2.3 Exchange Listing of new Exchange Series for Instruments with a certain Contract Base, where an assessment of that Contract Base has already been conducted in accordance with Section 1.2.1, shall take place in accordance with Chapter A, B and C. Exchange Listing of new Exchange Series shall not affect prior Series that are Exchange Listed.
- 1.2.4 The Exchange may decide at any time that the Exchange Listing of Exchange Series shall be discontinued, subject to the conditions that no Contracts are Recorded in the Exchange Series and that the decision is in conformity with market behavior and other circumstances in general.
- 1.2.5 In the event the Exchange determines that proper conditions no longer exist for trading a Series relating to a certain Contract Base (e.g. where the Contract Base is a certain share and the share is delisted) the Exchange may, in addition to Section 1.2.4, decide to discontinue the Exchange Listing of all Exchange Series relating to the Contract Base in question, taking into consideration market conditions and circumstances in general. In connection with that, the Exchange may decide a new Expiration Day for the Series in question. Also see Section A.3.
- 1.2.6 Information about which Exchange Series have been listed is available in the Quotation List applicable at any time.

## 1.3 CLIENT AND CUSTOMER INFORMATION AND EXCHANGE CONFIDENTIALITY

### 1.3.1 Client and Customer Information

Where reasonably required to fulfil regulatory requirements, the Exchange may demand reasonably necessary information from the Exchange Member with respect to the Exchange Member's clients and customers. The Exchange Member shall be obliged to provide the Exchange with such information.

### 1.3.2 Exchange Confidentiality

- (a) Pursuant to the Swedish Securities Market Act, employees and those commissioned by the Exchange shall not, without express authorisation, disclose information regarding Exchange Members', clients' or customers' business.
- (b) The Exchange may, and in certain circumstances is obligated to, forward information regarding the Exchange's operations to the Swedish Financial Supervisory Authority or other authorities.
- (c) The Exchange may, and in certain circumstances is obligated to, forward information concerning Exchange Members, or Exchange Members' clients or customers to the Swedish Financial Supervisory Authority, or another exchange or clearing organisation, or governmental authority or other regulatory body where (i) the financial position of the Exchange Member deteriorates to such an extent that the risk arises that such party will not be able, or is unable, to perform its obligations towards the Exchange pursuant to the Exchange Rules; (ii) other circumstances exist which may give rise to the same result; (iii) such is caused by market supervision in accordance with Section 3.3; or (iv) otherwise required by applicable and mandatory law. The above stated disclosure of information must be justified and must be made subject to an undertaking by the recipient to observe due confidentiality.
- (d) Subject to applicable and mandatory law, such as legal and regulatory requirements on confidentiality, including bank secrecy, the Exchange may use any information in relation to any Exchange Member, or an Exchange Member's customer or client, where necessary to enable the proper performance of its activities and in order to protect the integrity and adequate functioning of the market.

## 1.4 INFORMATION FROM THE TRADING SYSTEMS

- 1.4.1 The Exchange shall be entitled to use the information set forth in the Exchange Member's placements in the Exchange's trading systems for the purpose of the Exchange Member's activities. The Exchange shall have exclusive right to compiled information from the Exchange's trading systems, including exclusive rights to all forms of release, publication, dissemination and copying. The Exchange shall be entitled to publish and disseminate such information to the general public. Where laws and regulations require the Exchange to make certain information available, the Exchange may make it available through notices to the market, the Exchange's trading systems or on the Exchange's website.

1.4.2 The Exchange Member shall during the entire time of its membership at the Exchange have entered into a separate information distribution agreement (the “**Nasdaq Global Data Agreement**”) with the Exchange or any of the Exchange’s affiliates. In case of any conflicts between the Exchange Rules and the Nasdaq Global Data Agreement, the Exchange Rules shall take precedence.

1.4.3 The Exchange Member’s Use of Information from the Trading Systems

(a) Through its membership at the Exchange, the Exchange Member is entitled to without additional cost use information from the Exchange’s trading systems, which has been received via the Exchange Member’s electronic connection to the Exchange’s trading systems solely for the conduct of trading at the Exchange. Only the Exchange Member’s internal users may use and receive such information as set out in paragraph (b) and (c) below.

(b) “**Internal users**” means use within the member firm by the Exchange Member’s authorised Exchange Traders, back office, employees involved in the supervision of the Exchange Member’s Technical Equipment directly connected to the Exchange’s trading systems, and employees engaged in risk monitoring or analysis of the Exchange Member’s trading, including consultants/contractors working as employees or under an outsourcing arrangement (in this Section 1.4.3 such consultants and contractors are regarded as employees). It shall also include usage related to the following areas:

- use by registered Exchange Traders;
- technical monitoring of market data;
- software product management;
- product development/programming;
- promotion of market data;
- technical operations;
- technical support;
- testing of market data;
- trade shows;
- advertisement of market data;
- account maintenance;
- authorisations/permissioning;
- clearing and settlement;
- market data control;
- market data quality;
- demonstration of market data products;
- software sales;
- a non-systematic use of information for support of customers in the trading of securities; and
- risk management of the Exchange Member’s trading.

(c) Other employees of the Exchange Member and any employees of companies in the same group of entities as the Exchange Member do not constitute internal users, neither does usage within the following areas:



- any non-employee usage;
  - non-employee order routing;
  - non-employee Sponsored Access/Direct Market Access;
  - any derived usage intended for external distribution not explicitly allowed under paragraph (b) above; and
  - any usage sourced from a vendor/distributor data feed.
- (d) The Exchange Member shall continuously maintain a log of internal users and shall, in connection with an audit and upon request by the Exchange or a legal entity or person nominated by the Exchange, submit such log to the requesting party.

#### 1.4.4 Audit Review

- (a) From time to time, and no more than once in any twelve (12) month period unless necessary due to suspected non-compliance with the material provisions in the Exchange Rules, the Exchange may cause Exchange Member's (i) records relating to the information from the Exchange's trading systems, which has been received via the Exchange Member's electronic connection to the Exchange's trading systems, (ii) log of internal users and (iii) information related to any use of the Exchange's trading systems by non-internal users to be reviewed by the Exchange personnel and/or auditors of the Exchange's choice.
- (b) The audit shall be scheduled upon reasonable notice to the Exchange Member, during normal business hours, and conducted in locations where, as applicable, the Exchange Members' records are kept, where the Exchange Member processes the Exchange's trading system information, and/or where the Exchange Member uses such information. The Exchange will make reasonable efforts to provide at least four (4) weeks advance written notice of the audit, unless the audit is scheduled due to suspected material non-compliance. The Exchange Member shall promptly provide information or materials in response to any request for information relating to the use of information from the Exchange's trading systems. The Exchange Member shall make available for examination all records, reports and supporting documentation necessary in the opinion of the Exchange audit personnel in order for such personnel to reach a conclusion as to the accuracy and completeness of: (i) the Exchange Member's log of internal users and (ii) the Exchange Member's log of non-internal users of the Exchange's trading systems.
- (c) The Exchange shall endeavour to ensure that the Exchange Member is provided with a preliminary audit response within ninety (90) days following the completion of any audit. The Exchange shall discuss the outcome of any such preliminary audit response in good faith with the Exchange Member or, at the Exchange Member's election, with the Exchange Member's designee. Each party shall bear its cost for the audit.
- (d) After receipt of the preliminary audit response, the Exchange Member may then elect, at the Exchange Member's sole discretion and at the Exchange Member's sole expense, to conduct a subsequent review to determine the magnitude of the non-compliance. This subsequent review shall be completed and submitted to the Exchange within ninety (90) days after the preliminary audit response is received by the Exchange Member.

- (e) The Exchange's determination of the preliminary audit response (the "**Final Audit**") shall be deemed conclusive when the Exchange Member and the Exchange agree on the determination of the preliminary audit response of the Exchange, and when the Exchange has proceeded with its examination and audit in good faith in accordance with the provisions hereof.
- (f) If the Exchange and the Exchange Member are not able to reach agreement concerning the determination of the preliminary audit response and the subsequent review within thirty (30) days of the Exchange Member's completion of the subsequent review, provided that the Exchange has proceeded with its examination and audit in good faith in accordance with the provisions hereof, the Final Audit shall be deemed conclusive.
- (g) The Exchange is responsible for presenting evidence on those issues which support the outcome of the preliminary audit response and/or the determination of the Final Audit. If the Final Audit determines that there is underreporting or other non-compliance with the Exchange Rules (and/or discloses additional underreporting or other non-compliance), then any fee liable usage shall be remitted to the Exchange, together with applicable interest, within sixty (60) days of the date the Final Audit shall be deemed conclusive. The Exchange Member's liability shall be limited to unpaid fees, together with interest, for the three (3) years preceding the earlier of the date that the Exchange Member, the Exchange Member's auditors or the Exchange first knew or determined that such underreporting or other non-compliance has occurred, provided such underreporting or other non-compliance is a result of a good faith error by the Exchange Member.
- (h) If the Final Audit reveals any material errors or omissions in the Exchange Member's use of the Exchange's trading system information and/or other material non-financial non-compliance with the Exchange Rules, the Exchange Member shall submit a description of the cure and/or any other applicable materials demonstrating compliance along with the Exchange Rules within ninety (90) days after the Final Audit shall be deemed conclusive.

1.4.5 The Exchange Member is solely responsible for ensuring that third parties with current or future access to the Exchange Member's Technical Equipment, including information from the Exchange's trading systems and other third parties providing service to the Exchange Member and thereby receiving information from the Exchange's trading systems, are aware of the provisions set forth in this Section 1.4 and undertake to comply therewith.

## 1.5 INTELLECTUAL PROPERTY RIGHTS

Copyright and all other intellectual property rights to the Exchange Rules, other agreements, documents, programs and indices or other similar values which are produced by or on the initiative of the Exchange or its affiliates, shall be the property of the Exchange or the proprietor of the right represented by the Exchange.

## 1.6 LIMITATION OF LIABILITY

- 1.6.1 The Exchange shall not be liable for damage resulting from Swedish or foreign legislative enactment, actions of Swedish or foreign authorities, war, power failure, telecommunications failure, fire, water damage, strike, blockade, lockout and boycott or other similar circumstances outside the Exchange's control. This reservation applies even if the Exchange itself is the object of the strike, blockade, boycott or lockout in question, or itself adopts such hostile measures.
- 1.6.2 The Exchange shall in no case be liable for loss of data, lost profits or other indirect damage.
- 1.6.3 Should performance by the Exchange in accordance with the Exchange Rules be impeded, in whole or in part, owing to a circumstance stated in Section 1.6.1, such performance shall be suspended until that obstacle has ceased to exist. Should the existence of such circumstances impede the making or receipt of payment by the Exchange, neither the Exchange nor the Exchange Member shall be liable to pay any penalty interest for delay so caused.
- 1.6.4 Should the Exchange fail to timely perform delivery of the underlying property or payment to an Exchange Member in accordance with the provisions in these Exchange Rules, such Exchange Member shall be entitled to a delay fee in accordance with the Exchange's Fee List in force at the time of the failure. However, the Exchange Member shall not be entitled to further damages or other economic compensation unless the Exchange has acted in gross negligence.
- 1.6.5 In addition to the provisions set forth above in this Section 1.6:
- (i) the Exchange's liability to recipients of market information shall be limited as set out in the Nasdaq Global Data Agreement;
  - (ii) the Exchange's liability to those electronically connected to the Exchange shall be limited as set out in the Platform Access Agreement or other agreement replacing the Platform Access Agreement; and
  - (iii) the liability of Exchange Members vis-à-vis the Exchange shall be limited as set out in the Exchange Member Agreement.
- 1.6.6 Provided that normal care has been taken, the Exchange shall not be liable to pay compensation for any damage arising in cases other than those referred to in this Section 1.6.

## 1.7 TAX MATTERS

Each Exchange Member shall be responsible for all applicable present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed by any jurisdiction or by any department, agency, state or other political subdivision or taxing authorities.

## 1.8 ASSIGNMENT

The Exchange may assign all rights and obligations according to the Exchange Rules to another exchange organisation, on condition that the exchange organisation in question is subject to supervision equivalent to that which the Exchange is subject, and has administrative routines and financial resources corresponding to the Exchange's at the time of the assignment. Such assignment

may take place no earlier than six (6) months after consultations in accordance with Section 1.10.1, and no earlier than six (6) months after information thereof has been provided to the Exchange Members. At the above mentioned consultations, the costs for the assignment shall be discussed.

## **1.9 EXTRAORDINARY MEASURES**

- 1.9.1 Where circumstances occur such as significant market disturbance, serious communications disturbances or other technical problems which are outside the Exchange's control and in the Exchange's opinion seriously affect its possibilities to maintain a properly functioning exchange operation, the Exchange reserves the right to adopt such measures as it deems fit to ensure such aim. The Exchange reserves the right, *inter alia*, to cease or limit exchange operations, to amend the provisions of the Exchange Rules or other provisions regarding the Exchange's exchange operations, or otherwise to adopt such measures as the Exchange deems necessary. When invoking this provision, the Exchange shall have the right if absolutely necessary to amend already Recorded Contracts, and any such amendments shall take effect in accordance with the Clearing Rules. In the adoption of these measures, the Exchange shall strive to maintain neutrality between Exchange Members.
- 1.9.2 The Exchange shall, as soon as possible, inform the Exchange Members as to the measures adopted under Section 1.9.1.

## **1.10 AMENDMENTS**

- 1.10.1 The Exchange reserves the right to amend the provisions of the Exchange Rules. Such changes or additions shall, unless otherwise expressly stated, apply to already Recorded Contracts in accordance with the Clearing Rules. Without prejudice to any amendments of the Exchange Rules adopted under Section 1.9, before entering into force, the amendments shall be notified to the Swedish Securities Markets Association or, should the Exchange deem it appropriate, to other representatives of Exchange Members. Where these representatives have not, within five (5) Bank Days of the notification, demanded consultations with regard to the amendments in question, the amendments shall enter into force within a period of time deemed by the Exchange to be reasonable. Should delay be hazardous, or should the amendments be caused by any legislation, judicial decision, or decision of any public authority, such amendments will enter into force immediately before such consultations have taken place. The above mentioned shall apply also in those cases where the amendments are of an editorial nature.
- 1.10.2 Amendments are normally made on a bi-annually basis, unless otherwise required on special grounds.
- 1.10.3 The Exchange shall inform the Exchange Members about amendments of the Exchange Rules.

## **1.11 APPLICABLE LAW AND DISPUTE RESOLUTION**

- 1.11.1 The interpretation and application of the Exchange Rules shall be governed by the laws of Sweden, without application of its principles on conflict of laws.

1.11.2 Disputes between the Exchange Member and the Exchange shall be resolved as set out in the Exchange Member Agreement.

## CHAPTER 2 | EXCHANGE MEMBER REQUIREMENTS

### 2.1 GENERAL REQUIREMENTS

- 2.1.1 A legal entity seeking exchange membership shall apply to the Exchange on the prescribed form. Applicants shall meet the requirements for exchange membership set out in the Exchange Rules. Upon the Exchange's approval of the application, the entity is admitted as an Exchange Member by entering into the Exchange Member Agreement with the Exchange.
- 2.1.2 In the course of the application process, the prospective Exchange Member shall provide any information and documentation deemed relevant and as requested by the Exchange in order for the Exchange to undertake its due diligence assessment against the membership criteria in this Chapter 2 and other requirements of the Exchange Rules.
- 2.1.3 Exchange membership may be granted by the Exchange to:
- (i) the Swedish Central Bank;
  - (ii) an investment firm authorised to manage investment business in accordance with Chapter 2, § 1, points 1, 2 or 3 of the Swedish Securities Market Act, and which satisfy the membership criteria in this Chapter 2;
  - (iii) a foreign legal entity which, in its home country, has the right to participate in exchange trading of a similar nature, is subject to supervision of a local authority or other authorised institution and satisfies the membership criteria in this Chapter 2; and
  - (iv) a legal entity domiciled and incorporated within the EEA trading exclusively on its own account (including other entities within the same group of entities) which satisfy the membership criteria in this Chapter 2 and which apply accounting standards generally accepted in its country of domicile. Membership may be granted to such entity even if the financial requirement in Section 2.4 is not met provided that the entity either possess equity capital equivalent to not less than EUR 50,000 or has a bank guarantee issued by its parent company which has been approved by the Exchange in accordance with the Exchange's internal instructions.
- 2.1.4 Provided that the Exchange Member is authorised according to Chapter 2, § 1, point 2 of the Swedish Securities Market Act, or for a foreign legal entity the corresponding right to participate in exchange trading of a similar nature, it shall have the right in exchange trading to represent clients in relation to the Exchange.
- 2.1.5 Provided that the Exchange Member is authorised according to Chapter 2, § 1, point 3 of the Swedish Securities Market Act, or for a foreign legal entity the corresponding right to participate in exchange trading of a similar nature, it may be accepted by the Exchange as a Market Maker. To be admitted as a Market Maker, the Exchange Member shall enter into a Market Making Agreement with the Exchange. Further details on the obligations of a Market Maker and the requirement for

any Exchange Member pursuing a market making strategy to enter into a Market Making Agreement are set out in Section 2.6.

- 2.1.6 The Exchange Member must be considered by the Exchange to generally be suitable as an Exchange Member.
- 2.1.7 The Exchange Member must pass a sanction screening check to the satisfaction of the Exchange.
- 2.1.8 The Exchange Member shall at all times keep the Exchange informed of its legal entity identifier (LEI) code and any changes to such code.

## 2.2 ORGANISATIONAL REQUIREMENTS

2.2.1 The Exchange Member shall at all times possess management, organisational and administrative routines as well as risk management routines which correspond to the intended activities at the Exchange.

### 2.2.2 Exchange Traders, Head of Trading and Compliance Officer

- (a) The Exchange Member shall have in place the following:
  - (i) two (2) registered Exchange Traders that fulfil the requirements in Section 2.3;
  - (ii) one (1) appointed Head of Trading or a person with similar responsibility as contact person for trading related issues, responsible for any matters which may arise in connection with the trading activities to ensure that such activities are conducted in accordance with the Exchange Rules and other applicable rules and regulations and for supervision of Orders and Exchange Transactions which result from such activities; and
  - (iii) one (1) appointed Compliance Officer or a person with similar responsibility as contact person for compliance related issues.
- (b) The Exchange Member must at all times ensure that the staff in paragraph (a) above is fit and suitable and has adequate knowledge, experience and competence.
- (c) The Exchange Member shall ensure that the staff in sub-paragraph (ii) above can be contacted by the Exchange at any time during the Trading Day from and including the first Trading Phase up until the final Trading Phase in ETS. The Exchange Member may appoint substitute contact persons. The Exchange Member shall also, for Direct Market Access and Sponsored Access, ensure that corresponding contact persons for the Exchange Member's client are appointed as well.

2.2.3 The Exchange Member shall at all times appoint a person as administrator to the Nasdaq Member Portal. The Exchange may require that any information or data to be submitted or certifications to be made by the Exchange Member under these Exchange Rules shall be submitted or made, as the case may be, through the Nasdaq Member Portal. The Exchange Member shall ensure that all information provided in the Nasdaq Member Portal is kept up to date at all times, including

information about the name and contact details of the staff referred in Section 2.2.2(a) and any substitute contact person as the case may be.

## 2.3 EXCHANGE TRADERS

2.3.1 The Exchange Member participates in trading through Exchange Traders. The Exchange Traders must be employed by the Exchange Member or by an investment firm under the supervision of a supervisory authority within the EEA that belongs to the same group of entities as the Exchange Member. An Exchange Trader can only be active for one (1) Exchange Member at a time.

2.3.2 The Exchange Member shall be responsible for all actions taken by its Exchange Traders or other parties via the Exchange Member's connection to the Electronic Trading Platform irrespective of whether the action was taken with or without authorisation. The Exchange Member's Exchange Traders shall ensure that each Order, Exchange Transaction and trade report submitted to the Exchange comply with these Exchange Rules.

2.3.3 Subject to the provisions in Section 2.9, the Exchange Member shall not assign the right to utilise ETS to third parties.

### 2.3.4 Exchange Trader Requirements

(a) The Exchange Member shall ensure that its Exchange Traders are suitable for their duties and possess the following qualifications and training:

- (i) not less than six (6) months' experience in securities trading, within two (2) years prior to the time of application, or alternatively being under supervision by an authorised Exchange Trader for at least until such six (6) months' experience has been reached;
- (ii) documented knowledge of the Exchange's trading rules for derivatives and other rules pertaining to securities trading;
- (iii) documented knowledge of finance, financial markets, and financial analysis;
- (iv) review of self-study material provided by the Exchange; and
- (v) otherwise be deemed suitable by the Exchange.

(b) If an Exchange Trader has not participated in trading on the Exchange during a period of one (1) year, the Exchange Trader shall forfeit the right to participate in trading via ETS, MPS or TRF. The Exchange Member shall notify the Exchange when the Exchange Member has reason to assume that this requirement is not fulfilled.

### 2.3.5 Application for, and Registration of, Exchange Traders

(a) Upon application by the Exchange Member, a person who fulfils the requirements set forth in this Section 2.3 shall be registered as an Exchange Trader for trading on one or more Sub-Markets. The application shall be submitted to the Exchange as instructed by the Exchange.

(b) The Exchange shall assign each registered Exchange Trader with a personal trader ID. Unless stated otherwise in the Exchange Rules, an Exchange Trader may not permit any other person to use the Exchange Trader's personal trader ID.



- 2.3.6 The Exchange Member shall immediately notify the Exchange upon termination of an Exchange Trader's employment or where other circumstances arise which affect the Exchange Trader's ability to participate in trading.
- 2.3.7 The Exchange may grant exemptions from the requirements applicable to an Exchange Trader, where special circumstances exist.

## 2.4 FINANCIAL REQUIREMENTS

The Exchange Member shall have financial resources which at all times correspond to the intended activities at the Exchange. However, the Exchange Member shall in all cases possess equity capital equivalent of no less than EUR 125,000. The Exchange may grant membership to an applicant that is authorised to carry on investment business throughout the EEA on the basis of authorisation by the competent authorities of its home member state pursuant to legislation implementing MiFID, even though the capital requirement set out above is not fulfilled. For Exchange Members trading exclusively on its own account, see also Section 2.1.3(iv).

## 2.5 CLEARING ARRANGEMENTS

- 2.5.1 Exchange Transactions shall be subject to Registration with the Clearing House in accordance with the Clearing Rules, or where applicable subject to clearing with a Third Party Clearing House in accordance with the rules of the Third Party Clearing House. Upon such Registration of an Exchange Transaction, the relevant Exchange Members or their clients, as the case may be, will become counterparties to a cleared derivatives transaction corresponding to the Exchange Transaction. The Exchange Member must ensure that it, where it is not a Clearing Member, or its client, as the case may be, has appropriate, legally effective contractual arrangements in place pursuant to which the Exchange Member or its client, as the case may be, becomes the counterparty to such transaction pursuant to direct or indirect clearing arrangements with a Clearing Member.
- 2.5.2 If the Exchange Member is not a Clearing Member under the Clearing Rules (i.e. a Non-Clearing Member), it shall at all times have in place a Clearing Agreement with an entity that is a General Clearing Member regarding clearing of the Exchange Member's Transactions, under which the General Clearing Member automatically becomes a counterparty to the Transaction at the Clearing House.
- 2.5.3 An Exchange Member which is not a Clearing Member under the Clearing Rules and which does not have a Clearing Agreement referred to in Section 2.5.2 may not participate in the trading at the Exchange.
- 2.5.4 Where an Exchange Transaction is not accepted by the Clearing House, or where applicable a Third Party Clearing House, the Exchange shall void such Transaction.
- 2.5.5 An Exchange Member that has entered into a Clearing Agreement with a General Clearing Member regarding clearing of the Exchange Member's Exchange Transactions shall ensure that the Clearing House receives a copy of a duly executed Clearing Agreement. Irrespective of the aforesaid, the

Clearing House may demand a copy of a duly executed Clearing Agreement from the Exchange Member or the relevant General Clearing Member.

2.5.6 An Exchange Member referred to in Section 2.5.2 and the relevant General Clearing Member shall, using the prescribed form, immediately notify the Clearing House in the event the relevant Clearing Agreement terminates or ceases to apply for any other reason.

2.5.7 Non-Clearing Member Access to the Clearing System

(a) An Exchange Member which is a Non-Clearing Member and which has in place a Clearing Agreement with a General Clearing Member may be granted a right to undertake registration measures in the Clearing System in accordance with the Clearing Rules.

(b) If the General Clearing Member which has entered into a Clearing Agreement with the Exchange Member (i.e. the Non-Clearing Member) for clearing of the Exchange Member's Exchange Transactions has notified the Clearing House that it wants to cease clearing the Exchange Member's Exchange Transactions, the Exchange Member will be suspended from undertaking registration measures in the Clearing System in accordance with the Clearing Rules.

## 2.6 MARKET MAKING REQUIREMENTS

2.6.1 Admission as a Market Maker

(a) An Exchange Member that wishes to be admitted as a Market Maker shall enter into a Market Making Agreement with the Exchange.

(b) An Exchange Member that is an investment firm pursuant to applicable legislation implementing MiFID shall notify the Exchange and enter into a Market Making Agreement regarding the Instrument(s) in which it pursues a market making strategy at the Exchange within the meaning of Article 1 of the Commission Delegated Regulation (EU) 2017/578.

2.6.2 Account Requirements

(a) If the Market Maker is also a Clearing Member, it shall open a specific account for the market making activities pursuant to the Clearing Rules and as instructed by the Clearing House in each case.

(b) If the Market Maker is not a Clearing Member (i.e. it is a Non-Clearing Member), the Clearing Member that has entered into a Clearing Agreement with such Market Maker under Section 2.5.2 shall open a specific account for the market making activities on behalf of the Market Maker pursuant to the Clearing Rules and as instructed by the Clearing House in each case.

2.6.3 Market Making Obligations

(a) Exchange Series which are covered by the Market Maker's obligations, including the specific market making obligations, are specified in the Market Making Agreement. According to the Market Making Agreement, the Exchange may grant exemptions from the Market Maker's

obligations for a limited period of time in Exceptional Circumstances and, if applicable, under Stressed Market Conditions declared by the Exchange in accordance with Section 2.6.4.

- (b) The Market Maker shall place two-way Quotes in ETS. For Options Contracts, upon the placing of two-way Quotes, the Market Maker shall for each two-way Quote fulfill those requirements in the Market Making Agreement pertaining to Order volume and maximal Spread. For Futures Contracts and Forward Contracts, the Market Maker may place several two-way Quotes that in aggregate fulfill those requirements in the Market Making Agreement pertaining to Order volume and maximal spread.
- (c) For Options Contracts, all two-way quotes which qualifies as a market making strategy at the Exchange within the meaning of Article 1 of the Commission Delegated Regulation (EU) 2017/578 or as otherwise determined at the Exchange's sole discretion, shall be placed by the Market Maker only by using the mass quote functionality described in the Market Model Nasdaq Derivatives Markets.

#### 2.6.4 Exceptional Circumstances and Stressed Market Conditions

The Exchange may declare Exceptional Circumstances in accordance with Article 3 and 4 of the Commission Delegated Regulation (EU) 2017/578, or Stressed Market Conditions in accordance with the details set out in the Market Model Nasdaq Derivatives Markets and the Genium INET Market Model Fixed Income Derivatives. The Market Model Nasdaq Derivatives Markets and the Genium INET Market Model Fixed Income Derivatives include further details regarding Exceptional Circumstances and Stressed Market Conditions, and the procedures to resume normal trading when Exceptional Circumstances have ceased to exist, including the timing of such resumption.

#### 2.6.5 Market Making Contact Person

The Market Maker shall appoint one (1) or more persons who shall be continuously responsible for the market making function during each Trading Day throughout the Trading Phase in ETS under which continuous trading takes place in the Instruments which are covered by the Market Maker's obligations under the Market Making Agreement. The Market Maker shall ensure that the Exchange is at all times correctly informed as to the name(s) of the person(s).

#### 2.6.6 Prohibition on Certain Transactions and Non-Performance

The Market Maker (where such Market Maker is also a Clearing Member), or the relevant Clearing Member on the Market Maker's behalf (where such Market Maker is not a Clearing Member), may not carry out an Internal Trade on behalf of a customer and register such a Transaction on the relevant account designated for the market making activities. Where such a Transaction occurs, the Exchange may debit normal fees in respect of the Transactions that are Registered on such account.

## 2.7 TECHNICAL REQUIREMENTS

- 2.7.1 The Exchange Member shall be electronically connected to the Electronic Trading Platform and meet the requirements regarding Technical Equipment and related matters as set forth in this

Section 2.7. The Exchange Member may be granted an exemption from the electronic connection requirement during a transitional period.

- 2.7.2 For electronic connection to the Electronic Trading Platform, a Platform Access Agreement shall be entered into with the Exchange.
- 2.7.3 Communication with the Electronic Trading Platform shall be conducted through computer application program(s) certified by the Exchange by passing the conformance testing as set out in Section 2.7.4. The Technical Equipment for electronic connection to the Electronic Trading Platform shall fulfil the requirements imposed by the Exchange from time to time. The Exchange Member is responsible for ensuring that the Technical Equipment which is connected to the Electronic Trading Platform is designed in such a manner that the Exchange Rules, the Market Model Nasdaq Derivatives Markets and the Genium INET Market Model Fixed Income Derivatives, as applicable, are complied with at all times.
- 2.7.4 Conformance Testing
- (a) Technical Equipment shall, in accordance with the provisions contained in the Platform Access Agreement, or other agreement replacing the Platform Access Agreement, and these Exchange Rules, be conformance tested by the Exchange Member prior to the connection of such equipment to the Electronic Trading Platform.
  - (b) The Exchange Member shall undertake conformance testing prior to initial deployment or a substantial update of its trading systems, trading algorithms and trading strategies as well as equipment used by the Exchange Member to access the Electronic Trading Platform. The Exchange Member shall also undertake conformance testing upon request by the Exchange where there is a material change of the Exchange's trading systems. The testing shall be conducted in the conformance testing environment provided by the Exchange and in accordance with the Exchange's instructions. It shall be sufficiently comprehensive and thorough to allow the Exchange Member and the Exchange to conclude that the basic functioning of the Exchange Member's trading systems, algorithms and strategies, as the case may be, complies with the requirements established by the Exchange and the requirements set out in MiFID and other applicable legislation. Following a conformance test, the Exchange shall provide the Exchange Member with a conformance test report.
  - (c) The Exchange reserves the right to reject the connection to the Electronic Trading Platform of Technical Equipment which does not pass the conformance testing with acceptable results in the opinion of the Exchange. The Exchange also reserves the right to require the Exchange Member to conduct additional testing or to carry out its own tests of such equipment where the Exchange deems necessary.
  - (d) All conformance and other testing, including when carried out by the Exchange, shall be at the expense of the Exchange Member.
- 2.7.5 The Exchange reserves the right, to the extent deemed necessary for the maintenance of properly functioning exchange operations, to limit the number of connections per Exchange Member or generally limit the Order and/or Exchange Transaction volume per connection.

- 2.7.6 The Exchange reserves the right to (i) immediately limit the Order submission rate in one or more connections to the Electronic Trading Platform; (ii) disconnect a connection to the Electronic Trading Platform; or (iii) establish restrictions on the Exchange Member, terminate the Exchange Member's membership or effect cancellation in accordance with Section 3.6.4, in the event the connection is used in a manner which constitutes an unusual strain on the Electronic Trading Platform through, *inter alia*, unusual relations between own Orders and own Exchange Transactions or otherwise, provided the Exchange deems such measure necessary for the maintenance of properly functioning exchange operations.
- 2.7.7 Without limiting the rights of the Exchange under Section 6.1, the Exchange Member shall grant the Exchange access for the inspection of Technical Equipment connected to the Electronic Trading Platform. Such inspections shall take place at an agreed time and in the presence of the Exchange Member in question.
- 2.7.8 Pre- and Post-Trade Controls and Kill Functionality
- (a) The Exchange Member is responsible for ensuring that adequate pre-trade and post-trade controls are in place and shall have technical and administrative arrangements in place enabling it to cancel immediately, as an emergency measure, any or all of its unexecuted Orders submitted to the Exchange (kill functionality).
- (b) The Exchange may establish further guidance or requirements regarding pre-trade and post-trade controls and the kill functionality.
- 2.7.9 The Exchange Member shall be liable for all consequences resulting from the use of its electronic connection, regardless of whether or not this is done by an authorised representative of the Exchange Member, for example the placing, cancelling or changing of Orders and Exchange Transactions in the Electronic Trading Platform.
- 2.7.10 The Exchange Member shall follow those security instructions pertaining to the electronic connection specified by the Exchange at any given time in the Platform Access Agreement or other agreement replacing the Platform Access Agreement or otherwise. The Exchange Member shall have controls to ensure that no unauthorised parties directly or indirectly obtain access to the Electronic Trading Platform.

## 2.8 ALGORITHMIC TRADING

- 2.8.1 The Exchange Member shall have in place procedures for Algorithmic Trading which ensure that the risks associated with such Order placements are reasonable in relation to the limits which apply to the Exchange Member's activities and to its limits for delivery, settlement and, where relevant, clearing. Such procedures shall contain at least the following:
- (i) a description of the Exchange Member's procedures for monitoring of Algorithmic Trading; and
- (ii) a description of the verification procedure to which an Order is subject before the Order is placed to the Electronic Trading Platform to ensure that the adequate pre-trade order validations are in place.

2.8.2 The Exchange Member's Technical Equipment for Algorithmic Trading shall be subject to the requirements set out in Section 2.7.

2.8.3 The Exchange Member must certify that the algorithms it deploys have been tested to avoid contributing to or creating disorderly trading conditions prior to the deployment or a substantial update of a trading algorithm or trading strategy and explain the means used for that testing.

## 2.9 DIRECT ELECTRONIC ACCESS

### 2.9.1 DIRECT MARKET ACCESS

2.9.1.1 An Exchange Member, which is an investment firm pursuant to applicable legislation implementing MiFID or a credit institution authorised under Directive 2013/36/EU, may, upon approval by the Exchange, electronically transfer Orders submitted by a client of the Exchange Member directly to ETS under the Exchange Member's membership identity, under arrangements which involve the use by the client of the infrastructure of the Exchange Member or any connecting system provided by the Exchange Member (Direct Market Access). For the avoidance of doubt, an Exchange Member, which is not an investment firm pursuant to applicable legislation implementing MiFID or a credit institution authorised under Directive 2013/36/EU, is prohibited from providing Direct Market Access.

2.9.1.2 The right to provide Direct Market Access may be granted upon application. The provision of Direct Electronic Access may only be commenced following approval in writing by the Exchange.

#### 2.9.1.3 Due Diligence, Policies and Procedures

- (a) The Exchange Member shall conduct due diligence of the client to which it intends to provide Direct Market Access to ensure that the client meet the requirements set out in these Exchange Rules and MiFID. The due diligence shall at least cover the requirements set out in Article 22 of the Commission Delegated Regulation (EU) 2017/589.
- (b) The Exchange Member shall establish policies and procedures to ensure that trading of its Direct Market Access clients complies with these Exchange Rules so as to ensure that the Exchange Member meets the requirements in accordance with MiFID. Such policies and procedures shall be made available to the Exchange upon request, and shall cover the requirements set out in Article 22 of the Commission Delegated Regulation (EU) 2017/589, including at least the following:
  - (i) the due diligence measures in place between the Exchange Member and the client and ETS, including that the client is fit and proper for the use of Direct Market Access;
  - (ii) the controls and limits in place between the Exchange Member and the client, including routines for identification of the client and the verification procedure to which an Order from a client is subject before the Order is routed to ETS;
  - (iii) the Exchange Member's routines for monitoring of Direct Market Access;
  - (iv) data recording relating to the Orders submitted under the Direct Market Access arrangement;

- (v) the procedure for the client's use of Direct Market Access;
- (vi) extent to which the Exchange Member intends to disseminate information from ETS to the client and the agreements for the dissemination of information which has been entered into; and
- (vii) sufficient records in relation to the matters referred above.

#### 2.9.1.4 The Exchange Member's Relationship with the Client

The Exchange Member shall enter into a separate written agreement regarding the terms and conditions for Direct Market Access with each client which desires to utilise Direct Market Access.

#### 2.9.1.5 Sub-Delegation

- (a) If the written agreement between the Exchange Member and the client permits sub-delegation of electronic access, whereby the client would enable a third party to indirectly utilise the Direct Market Access by means of a technically comparable electronic access arrangement provided by the client to the third party, the Exchange Member shall:
  - (i) require the client to inform the Exchange Member if the client starts granting sub-delegated access to third parties;
  - (ii) require the client to uphold controls with regards to the sub-delegated access similar to the controls that the Exchange Member is required to uphold for Direct Market Access under the Exchange Rules and other applicable rules and regulations; and
  - (iii) be able to identify the different order flows from the beneficiaries of such sub-delegation without being required to know the identity of the beneficiaries of such agreement.
- (a) If the contractual arrangement between the Exchange Member and the client permits sub-delegation of electronic access, the Exchange Member shall ensure that the prospective Direct Market Access client, before granting that client access, has a due diligence framework in place equivalent to the one described in Section 2.9.1.3(a).

#### 2.9.1.6 Technical Equipment

- (a) The Exchange Member's Technical Equipment for Direct Market Access must fulfil at least the following requirements:
  - (i) have the possibility to identify the client who entered the Order;
  - (ii) the systems for Direct Electronic Access must automatically reject the placement in the order book of client's Orders that would, if executed, result in one or more of the client's risk limits being exceeded;
  - (iii) the Exchange Member must, at all times, be able to verify the aggregate risk exposures resulting from a client's Orders submitted via Direct Market Access; and
  - (iv) have sufficient data security measures in place towards the client's technical equipment or, according to an agreement with the client, be entitled to monitor the client's technical equipment and technical connections.

- (b) Technical Equipment used for Direct Market Access must be tested and approved by the Exchange Member before it is put into operation. The Exchange may require further testing of such Technical Equipment. The Exchange shall approve the connection of the Technical Equipment to ETS prior to implementation thereof.

## 2.9.2 SPONSORED ACCESS

2.9.2.1 An Exchange Member, which is an investment firm pursuant to applicable legislation implementing MiFID or a credit institution authorised under Directive 2013/36/EU, may, upon approval by the Exchange, permit a client to transmit Orders in the Exchange Member's membership identity directly from the client's trading infrastructure or through a third party vendor to ETS (Sponsored Access). For the avoidance of doubt, an Exchange Member, which is not an investment firm pursuant to applicable legislation implementing MiFID or a credit institution authorised under Directive 2013/36/EU, is prohibited from providing Sponsored Access.

2.9.2.2 The right to provide Sponsored Access may be granted upon application. The provision may only be commenced following approval in writing by the Exchange.

### 2.9.2.3 Due Diligence, Policies and Procedures

- (a) The Exchange Member shall conduct due diligence of the client to which it intends to provide Sponsored Access to ensure that the client meet the requirements set out in these Exchange Rules and MiFID. The due diligence shall at least cover the requirements set out in Article 22 of the Commission Delegated Regulation (EU) 2017/589.
- (b) The Exchange Member shall establish policies and procedures to ensure that trading of its Sponsored Access clients complies with these Exchange Rules so as to ensure that the Exchange Member meets the requirements in accordance with MiFID. Such policies and procedures shall be made available to the Exchange upon request, and shall cover the requirements set out in Article 22 of the Commission Delegated Regulation (EU) 2017/589, including at least the following:
  - (i) the due diligence measures in place between the Exchange Member and the client and ETS, including that the client is fit and proper for the use of Sponsored Access;
  - (ii) the controls and limits to which an Order from a client is subject before the Order is placed in ETS in order to ensure that the adequate pre-trade order validations are in place;
  - (iii) the Exchange Member's routines for monitoring of Sponsored Access;
  - (iv) data recording relating to the Orders placed through Sponsored Access;
  - (v) the procedure for the client's use of Sponsored Access; and
  - (vi) if the Exchange Member is a Non-Clearing Member, a confirmation from the Clearing Member it has entered into the Clearing Agreement with that the Clearing Member approves that the Non-Clearing Member applies for the provision of Sponsored Access.



#### 2.9.2.4 The Exchange Member's Relationship with the Client

The Exchange Member shall enter into a separate written agreement regarding the terms and conditions for Sponsored Access with each client which desires to utilise Sponsored Access.

#### 2.9.2.5 Sub-Delegation

- (a) If the written agreement between the Exchange Member and the client permits sub-delegation of electronic access, whereby the client would enable a third party to indirectly utilise the Sponsored Access by means of a technically comparable electronic access arrangement provided by the client to the third party, the Exchange Member shall:
- (i) require the client to inform the Exchange Member if the client starts granting sub-delegated access to third parties;
  - (ii) require the client to uphold controls with regards to the sub-delegated access similar to the controls that the Exchange Member is required to uphold for Sponsored Access under the Exchange Rules and other applicable rules and regulations; and
  - (iii) be able to identify the different order flows from the beneficiaries of such sub-delegation without being required to know the identity of the beneficiaries of such agreement.
- (b) If the contractual arrangement between the Exchange Member and the client permits sub-delegation of electronic access, the Exchange Member shall ensure that the prospective Sponsored Access client, before granting that client access, has a due diligence framework in place equivalent to the one described in Section 2.9.2.3(a).

#### 2.9.2.6 Technical Equipment

- (a) The Exchange Member's or the client's Technical Equipment for Sponsored Access must fulfil at least the following requirements:
- (i) all Orders placed through Sponsored Access shall be subject to the pre-trade order validations as described in the written routine provided in accordance with Section 2.9.2.3(b);
  - (ii) the systems for Sponsored Access must automatically reject the placement in the order book of client's Orders that would, if executed, result in one or more of the client's risk limits being exceeded;
  - (iii) the Exchange Member must, at all times, be able to verify the aggregate risk exposures resulting from a client's Orders placed through Sponsored Access and be entitled to set or modify the control parameters referred in sub-paragraph (i) and (ii) above; and
  - (iv) the Exchange Member must ensure that the client has sufficient data security measures in place towards the Exchange Member's connection to ETS.
- (b) Technical Equipment used for Sponsored Access must be tested and approved by the Exchange Member before it is put into operation. The Exchange may require further testing of such Technical Equipment. The Exchange shall approve the connection of the Technical Equipment to ETS prior to implementation thereof.

## 2.9.3 JOINT PROVISIONS FOR DIRECT MARKET ACCESS AND SPONSORED ACCESS

### 2.9.3.1 Identification of Direct Market Access and Sponsored Access

- (a) Orders entered via Direct Market Access shall be identified with one specific trader ID used solely for Direct Market Access.
- (b) Orders placed through Sponsored Access shall be identified with one specific trader ID used solely for each Sponsored Access client.

### 2.9.3.2 Use of Direct Market Access and Sponsored Access

Direct Market Access and Sponsored Access may only be used for Instruments which are subject to matching in ETS.

### 2.9.3.3 The Exchange Member's Liability for Direct Market Access and Sponsored Access

- (a) The Exchange Member has the same liability for Orders which are submitted via Direct Market Access or placed through Sponsored Access as for Orders which the Exchange Member places in any other manner. Therefore, the Exchange Member shall be also liable for any and all actions taken via the electronic connections to ETS in the Exchange Member's membership identity, regardless of whether such actions are taken by an authorised representative of the Exchange Member, the Exchange Member's client or any other party.
- (b) The Exchange Member shall establish appropriate technical and administrative arrangements in order to ensure that Orders submitted via Direct Market Access or placed through Sponsored Access do not violate these Exchange Rules. The Exchange Member is responsible for ensuring that adequate pre-trade order validations are in place and that they, as well as any other descriptions and routines for the systems and use of Direct Market Access or Sponsored Access, are continuously compliant with the descriptions and routines that have been provided to the Exchange in accordance with Section 2.9.1.3(b) or 2.9.2.3(b), as applicable. If the Exchange Member loses the ability to monitor (with regards to Direct Market Access or Sponsored Access) the trading activity of its client for any reason, the Exchange Member must inform the Exchange as soon as reasonably practicable. Upon receiving such notification from the Exchange Member, the Exchange will immediately terminate access by disconnecting the appropriate client trading session.

2.9.3.4 The Exchange Member shall inform the Exchange of any material changes or amendments with respect to the Direct Market Access or Sponsored Access.

2.9.3.5 The Exchange may at any time require updated information regarding the Exchange Member's Direct Market Access or Sponsored Access.

### 2.9.3.6 Termination of Direct Market Access and Sponsored Access

In the event the Exchange Member or client fails to comply with the requirements set out in this Section 2.9, the Exchange shall be entitled, with immediate effect, to terminate the Direct Market

Access or Sponsored Access in general for the Exchange Member or in respect of an individual client.

- 2.9.3.7 The Exchange Member shall upon request provide the Exchange with the name, head office address and country of incorporation of the Exchange Member's client.

## 2.10 AUTOMATED ORDER ROUTING

- 2.10.1 An Exchange Member may, through the use of internet connections or other computer connections between the Exchange Member and its client, electronically and automatically transmit Orders registered by the client directly to ETS, excluding any such processes that fall within the definition of Direct Electronic Access (Automated Order Routing).

- 2.10.2 For retail clients within the meaning of MiFID, the relevant requirements laid down in this Section 2.10 aim to ensure that statutory investor protection and know-your-client requirements are met, that the service provided is suitable for the client, and that the client is reasonably informed of the terms of the services and the applicable rules and restrictions with regards to it.

### 2.10.3 The Exchange Member's Relationship with the Client

The Exchange Member shall enter into a separate written agreement regarding the terms and conditions for Automated Order Routing with each client which desires to utilise Automated Order Routing.

### 2.10.4 Technical Equipment

- (a) The Exchange Member's Technical Equipment for Automated Order Routing must fulfil at least the following requirements:
- (i) the systems for Automated Order Routing must automatically reject the placement in the order book of client's Orders that would, if executed, result in one or more of the client's risk limits being exceeded. The systems for Automated Order Routing shall simultaneously provide the Exchange Member with information regarding such Orders;
  - (ii) the Exchange Member must, at all times, be able to verify the aggregate risk exposures resulting from a client's Orders placed via Automated Order Routing; and
  - (iii) have sufficient data security measures in place towards the client's technical equipment or, according to an agreement with the client, be entitled to monitor the client's technical equipment and technical connections.
- (b) Technical Equipment used for Automated Order Routing must be tested and approved by the Exchange Member before it is put into operation. The Exchange may require further testing of such Technical Equipment. The Exchange shall approve the connection of the Technical Equipment to ETS prior to implementation thereof.

### 2.10.5 Identification of Automated Order Routing

Orders routed via Automated Order Routing shall be identified with one specific trader ID used solely for Automated Order Routing.

### 2.10.6 Use of Automated Order Routing

Automated Order Routing may only be used for Instruments which are subject to matching in ETS.

### 2.10.7 The Exchange Member's Liability for Automated Order Routing

- (a) The Exchange Member has the same liability for Orders which are routed via Automated Order Routing as for Orders which the Exchange Member places in any other manner.
- (b) The Exchange Member shall establish appropriate technical and administrative arrangements in order to ensure that Orders routed via Automated Order Routing do not violate these Exchange Rules.

2.10.8 The Exchange Member shall inform the Exchange of any material changes or amendments with respect to the Exchange Member's Automated Order Routing.

2.10.9 The Exchange may at any time require updated information regarding the Exchange Member's Automated Order Routing.

## **2.11 SEGMENT SPECIFIC REQUIREMENTS**

2.11.1 In addition to the membership requirements set out in this Chapter 2, this Section 2.11 contains certain eligibility requirements applicable in relation to specific Instruments or specific segments.

### 2.11.2 Trading in Fixed Income Instruments in ETS

To participate in trading in Fixed Income Instruments in ETS on the Exchange's MTF, the Exchange Member shall fulfil the following requirements:

- (i) In addition to the requirements set out in Section 2.5, the following shall apply. If an Exchange Member is party to an Exchange Transaction which is subject to Registration with the Clearing House, the Exchange Member shall be a Clearing Member under the Clearing Rules. If an Exchange Member is party to an Exchange Transaction which is subject to clearing with a Third Party Clearing House, the Exchange Member shall be a clearing member at the Third Party Clearing House in accordance with the rules of the Third Party Clearing House and within the meaning of Commission Delegated Regulation (EU) 2017/578.
- (ii) The Exchange Member shall at all times have specified the designated priority between the Clearing House and Third Party Clearing House as detailed in the Genium INET Market Model Fixed Income Derivatives. An Exchange Transaction may only be subject to Registration at either the Clearing House or a Third Party Clearing House.

- (iii) The trading shall be conducted exclusively on the Exchange Member's own account.

## **2.12 FEES**

The Exchange Member shall pay fees to the Exchange in accordance with the Fee List available on the Exchange's website in effect from time to time. The Exchange Member shall be notified in respect of changes to the Fee List.

## **2.13 TERMINATION OF EXCHANGE MEMBERSHIP**

- 2.13.1 An Exchange Member may terminate its membership in accordance with these Exchange Rules and subject to the period of notice set forth in the Exchange Member Agreement.
- 2.13.2 Where the Exchange finds that an Exchange Member no longer satisfies the conditions for membership, the Exchange may terminate the membership with immediate effect.

## CHAPTER 3 | TRADING RULES

### 3.1 INTRODUCTION

- 3.1.1 Trading in all Exchange Listed Instruments is subject to the provisions set forth in this Chapter 3. Trading in Equity Instruments shall also comply with the provisions set forth in Chapter 4. Trading in Fixed Income Instruments shall also comply with the provisions set forth in Chapter 5.
- 3.1.2 Trading in the Exchange's trading systems occurs anonymously amongst Exchange Members. The identity of Exchange Members may be disclosed in certain cases in accordance with the provisions set forth in Chapter 3, 4 and 5.

### 3.2 TRADING SYSTEMS AND EXCHANGE TRANSACTIONS

- 3.2.1 Exchange Transactions are concluded under the Exchange's trading systems. The Exchange's trading systems consist of an electronic trading system for Equity Instruments and an electronic trading system for Fixed Income Instruments (together and individually referred to as ETS), a manual trading system for Equity Instruments (MPS), and a trade registration facility for Equity Instruments and a trade registration facility for Fixed Income Instruments (together and individually referred to as TRF). MPS covers, primarily, trading in Equity Instruments not handled within ETS and therefore constitutes a supplement to ETS. Orders in MPS may be executed against Orders in ETS in accordance with the provisions set forth in Section 4.3.5.2. TRF allows Exchange Members to report for registration Block Trades which terms have been agreed directly between parties outside ETS and MPS.
- 3.2.2 Exchange Transactions are automatically subject to clearing at the Clearing House. The Exchange prepares a contract note regarding the Exchange Transaction and delivers it to the relevant Exchange Members.
- 3.2.3 Details of an Exchange Transaction concluded in ETS are recorded electronically in the Electronic Trading Platform at the same time the Exchange Transaction takes place. Details of an Exchange Transaction executed through MPS is registered by the Exchange and recorded electronically in the Electronic Trading Platform as soon as technically possible following the time of execution. Exchange Transactions executed through ETS or MPS are cleared by the Clearing House in accordance with Section 2.5.1 of the Clearing Rules.
- 3.2.4 Details of an Exchange Transaction concluded as a Block Trade are recorded electronically in the Electronic Trading Platform once it has been registered through TRF. Block Trades registered through TRF are cleared by the Clearing House in accordance with Section 2.5.2 of the Clearing Rules.
- 3.2.5 The Exchange will immediately provide confirmation of each Exchange Transaction recorded in the Electronic Trading Platform to the Clearing House and to the Exchange Members who are parties to the concerned Exchange Transaction.

### 3.3 MARKET SUPERVISION AND PROHIBITION ON MARKET ABUSE

3.3.1 The Exchange Member may not disseminate false or misleading information or otherwise take misleading action which can influence price or Orders for Instruments in Exchange Series, or price or orders in underlying markets for Instruments in Exchange Series.

#### 3.3.2 Quality of Pricing for Orders and Exchange Transactions

- (a) Orders entered in the Exchange’s trading systems and Exchange Transactions must reflect the current market value of the Instrument in question and constitute genuine Orders and Exchange Transactions.
- (b) **“Genuine Order”** means an Order that is entered (i) with the intention to result in execution on the conditions expressed by the terms of the Order or (ii) as part of a legitimate market making strategy.
- (c) **“Current market value”** means prices, which, upon a comprehensive assessment, reflect the current pricing of the Instrument in question. When assessing the current market value, consideration should be made to, among other things, the changes in the pricing of the Instrument and Contract Base during the relevant day, the changes in the pricing of the Instrument and Contract Base on previous days, the volatility of the Instrument and Contract Base and the general changes in the pricing of comparable Instruments and Contract Bases and, where relevant other particular conditions related to the Exchange Transaction.
- (d) An Order will not reflect current market value if entered in the Exchange’s trading systems with such conditions that it can reasonably be expected to be executed in close connection to its entry at a price that would not be considered current market value.

#### 3.3.3 Prohibited Orders, Exchange Transactions and Other Behaviour

- (a) The Exchange Member may not place Orders, enter into Exchange Transactions or enter into any other behaviour which, individually or together:
  - (i) give or are likely to give false or misleading signals to the supply, demand or price of relevant Instruments;
  - (ii) secure or are likely to secure the price of relevant Instruments at an abnormal or artificial level;
  - (iii) affect or are likely to affect the price of one or several financial instruments and where the activity is part of a fictitious device, or any other form of deception or contrivance; or
  - (iv) are intended to delay or prevent access to the Exchange’s trading systems by other Exchange Members.
- (b) The general rule in paragraph (a) above means, for example, that it is prohibited to:
  - (i) secure a dominant position over the supply of or demand for an Instrument and where such activity has or is likely to have the effect of fixing, directly or indirectly, purchase or sale prices or creates, or is likely to create, other unfair trading conditions;

- (ii) place Orders or enter into Exchange Transactions which has or is likely to have the effect of misleading others acting on the basis of the prices displayed, including the opening or closing prices;
  - (iii) place Orders, including changes or cancellations of Orders, which have or are likely to have an improper effect on the price formation or orderly functioning of the Exchange's trading systems by:
    - disrupting or delaying the functioning of the Exchange's trading systems or being likely to do so;
    - making it more difficult for other persons to identify genuine Orders in the Exchange's trading systems or being likely to do so, including by entering Orders which result in the overloading or destabilisation of the order book; or
    - creating or being likely to create a false or misleading signal about the supply of, or demand for, or price of, a financial instrument, in particular by entering Orders to initiate or exacerbate a trend;
  - (iv) secretly make a Transaction in Instruments contingent upon a promise to subsequently acquire such Instruments at a given minimum price or subject to terms and conditions which restrict the right of further transfer of the Instruments or which are otherwise intended to take the Instrument out of public circulation;
  - (v) automatically match/enter into a Transaction with the intention that the buyer and seller of the Instrument shall be the same natural or legal person;
  - (vi) automatically match/enter into a Transaction where the buyer and the seller of the Instruments is the same natural or legal person and that, in a shorter or a longer time frame, have a significant impact on price formation, trading statistics, market shares or that otherwise impairs price formation or trading;
  - (vii) place an Order or automatically match/enter into an Exchange Transaction with the intention of influencing the price of an Instrument in order to alter the value of one's own, or any other party's, holding of any Instrument at any given time, for example prior to the end of the year or end of a month;
  - (viii) advise any other party to submit an Order or automatically match/enter into a Transaction with the aim of influencing the price of an Instrument such that a third party is able to buy or sell the Instrument at a more favourable price than otherwise would have been the case; or
  - (ix) delay the placement of an Order, or take advantage of the knowledge of an Order, which can reasonably be expected to materially influence the price of an Instrument with the intention, prior to the submission of such client Order, of entering into/automatically matching a Transaction in the Instrument for the Exchange Member's own account or on behalf of a third party.
- (c) An Exchange Member trading on behalf of a third party may not place any Orders, enter into any Exchange Transactions or enter into any other behaviour if it suspects or reasonably should suspect that the third party for which it is dealing intends to accomplish such improper influence as is described in paragraph (a) and (b) above.



- (d) Orders, Exchange Transactions and behaviours described in paragraph (a), (b) and (c) above shall not be considered to constitute a breach of the Exchange Rules if they have been carried out for legitimate reasons and conform with an accepted market practice as established in accordance with Article 13 of the Market Abuse Regulation (EU) 596/2015.

### 3.4 NON-PUBLIC TRADING INFORMATION TO EXCHANGE MEMBERS

The Exchange disseminates information to Exchange Members, with respect to their Orders and Exchange Transactions, order depth and volumes and, on its own initiative or upon request, information regarding Interests and Orders in MPS, e.g. price and volume.

### 3.5 CANCELLATIONS AND PRICE ADJUSTMENTS

3.5.1 Where so required to ensure the integrity of the market or in other extraordinary situations, the Exchange may, on its own initiative or upon request by an Exchange Member cancel or price adjust a Transaction which:

- (i) is an erroneous Transaction in accordance with Section 4.5 or Section 5.4;
- (ii) is due to an indisputable substantial breach of a material provision of law, regulations or these Exchange Rules;
- (iii) is due to a technical disruption in the Electronic Trading Platform or a manual error by the Exchange which is beyond the control of an Exchange Member; or
- (iv) may reasonably be assumed to have taken place on the basis of material, erroneous information published by the issuer whose financial instruments constitute the Contract Base for the Instrument in question or where, in connection with any corporate action with respect to such issuer, significant uncertainty existed regarding re-calculation of the contract terms at the time of the Transaction.

#### 3.5.2 Cancellation as a Result of a Suspension of Trading in the Contract Base

In the event a Contract Base or those assets which constitute the Contract Base are subject to suspension of trading on the trading venue it is admitted to trading, the Exchange shall be entitled to cancel Transactions relating to the Instruments based on the Contract Base in question. Cancellation shall accordingly take place of the Transactions entered into during the period which the Contract Base is subject to a suspension of trading.

#### 3.5.3 Cancellation or Modification due to Registration Errors in MPS or TRF

- (a) The Exchange may on its own initiative cancel or modify Exchange Transactions which entails a registration error in MPS or TRF, e.g. Exchange Transactions registered with an erroneous volume, erroneous price, or Exchange Transactions that have been double-registered.
- (b) An Exchange Member may protest against a registration error where the Exchange Member, in conjunction with reconciliation of Transactions registered through MPS or TRF during the day, discovers that discrepancies exists compared with the Exchange Member's own records, e.g. erroneously executed, or failure to execute, registrations of Exchange Transactions. Such

protest shall be submitted to the Exchange via phone or as otherwise determined and communicated by the Exchange from time to time. In addition, the following shall apply:

- (i) The protest must be submitted immediately after the discrepancy is discovered, however, not later than thirty (30) minutes prior to the normal closing time of ETS or the Indicative Price Market, as applicable, on the Bank Day after the registration of the Exchange Transaction took place in MPS or TRF or should have taken place. The protest may be submitted at a later time provided that all affected Exchange Members consent to the cancellation or modification, however, not later than sixty (60) minutes after normal closing time of ETS or the Indicative Price Market, as applicable, on the Bank Day after the day the registration in MPS or TRF took place. Where registrations have or should have taken place on the same day as Exercise takes place in relation to the relevant Contract, the protests must at all times be submitted no later than ninety (90) minutes after the normal closing time of ETS or the Indicative Price Market, as applicable, on the Expiration Day. Exceptions to time limits in this sub-paragraph (i) can be made if operationally possible, following approval by the Exchange and subject to forms decided by the Exchange.
  - (ii) Protests submitted later than ninety (90) minutes after the normal closing time of ETS or the Indicative Price Market, as applicable, will not be processed by the Exchange and must be re-submitted the following Bank Day.
- (c) When a modification takes place in accordance with this Section 3.5.3, it shall apply from the time on which the modification of the Exchange Transaction was recorded in the Electronic Trading Platform.

#### 3.5.4 Cancellation of a Linked Component Trade

- (a) This Section 3.5 shall apply to the Instrument part of a Linked Component Trade. For the avoidance of doubt, the Nasdaq Nordic Member Rules shall be applied to the Contract Base (the underlying share or depositary receipt) part of the Linked Component Trade. Protests regarding the Contract Base part of a Linked Component Trade shall take place directly between the members participating in the transaction.
- (b) A Linked Component Trade shall be cancelled when:
  - (i) an Exchange Transaction regarding the Instrument is cancelled in accordance with this Section 3.5; or
  - (ii) a transaction regarding the Contract Base (the underlying share or depositary receipt) is cancelled in accordance with the Nasdaq Nordic Member Rules and the members who are parties to the transaction cannot agree on an adjustment of the terms of the transaction in the underlying share or depositary receipt.

#### 3.5.5 Effect of Cancellation or Price Adjustment

Following cancellation, the relevant Transaction as well as the relevant Registration pursuant to the Clearing Rules shall be of no effect. Following price adjustment, the relevant Transaction as well as the relevant Registration pursuant to the Clearing Rules shall be adjusted effective as of the time

for that Transaction or Registration. The Exchange shall notify all affected Exchange Members following cancellation or price adjustment.

### 3.6 MARKET SAFEGUARDS

#### 3.6.1 Automatic Mechanism to Prevent Disorderly Trading

- (a) The Exchange applies the following automatic mechanisms to prevent disorderly trading:
  - (i) The Exchange will reject attempts to enter or change Orders, and may cancel active Orders, if the price of the Order falls outside the applicable order size or price limits, as determined by the Exchange from time to time.
  - (ii) The Exchange may temporarily halt the continuous matching of Orders or extend the Opening or Closing Auction, as applicable, in certain Exchange Series as a consequence of sudden significant price movements. The Exchange shall notify Exchange Members regarding such measures.
- (b) For details on and policies with respect to the mechanisms described in paragraph (a) above, including information on the relevant parameters that apply from time to time, see the Market Model Nasdaq Derivatives Markets and the Genium INET Market Model Fixed Income Derivatives, as applicable.

#### 3.6.2 Order-to-trade Ratio

- (a) The Exchange will calculate and monitor the ratio of unexecuted Orders to Exchange Transactions in ETS (order-to-trade-ratio) in volume and number terms, for each Exchange Member, or where relevant Exchange Member prefix, and in each Instrument.
- (b) The methodology for calculating the order-to-trade ratio and the relevant maximum ratios for different Instruments and different types of participants, determined by the Exchange from time to time, are set out in the Market Model Nasdaq Derivatives Markets and the Genium INET Market Model Fixed Income Derivatives, as applicable. The Exchange Member may not exceed the applicable maximum order-to-trade ratios.
- (c) The maximum order-to-trade ratio will be deemed to have been exceeded by the Exchange Member during a Trading Day if the trading activity of that Exchange Member, or where relevant Exchange Member prefix, in an Instrument, during opening hours, exceeds either or both of the volume and number ratios.

#### 3.6.3 Order Throttling

Without limiting the Exchange's rights elsewhere in these Exchange Rules and notwithstanding anything contrary in these Exchange Rules, the Exchange may impose limits per Exchange Member of the number of Orders sent per a specified time period (order throttling limits). A description of the detailed procedures in use for order throttling limits is set out in the Market Model Nasdaq Derivatives Markets and the Genium INET Market Model Fixed Income Derivatives.

#### 3.6.4 Limitations on Electronic Messages

In the event the Exchange Member initiates a large number of electronic messages (entering, changing or cancellation of Orders) in ETS that negatively affects the properly functioning exchange operations or in any other manner creates technical problems, the Exchange shall be entitled to (i) establish limitations on the Exchange Member's right to enter, change or cancel Orders in ETS; (ii) cancel the Exchange Member's stored Orders; or (iii) completely suspend the Exchange Member from ETS for a specific period of time.

#### 3.6.5 Kill Functionality

Without limiting the Exchange's rights elsewhere in these Exchange Rules and notwithstanding anything to the contrary in these Exchange Rules, the Exchange shall be entitled to cancel unexecuted Orders submitted by the Exchange Member or by a Sponsored Access client (kill functionality) under the following circumstances:

- (i) upon request of the Exchange Member, or of the Sponsored Access client, where the Exchange Member or client is technically unable to delete its own Orders;
- (ii) where the order book contains erroneous duplicated Orders; or
- (iii) following a suspension initiated by the Exchange or the Swedish Financial Supervisory Authority.

#### 3.6.6 Monitoring of Orders

The Exchange Member shall during the hours it is submitting Orders to the Exchange monitor all trading activity as required under MiFID.

### **3.7 SUSPENSION OF TRADING DUE TO REGULATORY REASONS**

3.7.1 The Exchange may suspend or remove an Instrument from trading in accordance with the Swedish Securities Markets Act and any other applicable legislation or regulation regarding suspension or removal of financial instruments from trading. The provisions contained in the Swedish Securities Market Act and any other applicable legislation or regulation regarding suspension and removal of financial instruments from trading shall apply to the suspension or removal and, where applicable, the lifting of such suspension of one or several Instruments from trading under this Section 3.7.

3.7.2 In case of a suspension of trading in an Instrument in accordance with Section 3.7.1, all Orders in ETS and MPS, as the case may be, are automatically cancelled. During the time of suspension, the Exchange Member may not enter, change or cancel Orders in ETS or MPS or conclude Exchange Transactions outside ETS or MPS for reporting to TRF. The Exchange may however accept reporting of Exchange Transactions to TRF via phone or e-mail, where applicable, provided that the Exchange Transaction was concluded before the time of suspension of trading.

3.7.3 Any decision to suspend or remove one or several Instruments or to lift a suspension hereunder will be made public and notified to the Swedish Financial Supervisory Authority by the Exchange.

### 3.8 SUSPENSION OF TRADING OPERATIONS DUE TO EXTRAORDINARY REASONS

- 3.8.1 The Exchange may suspend trading or delay the scheduled start or end of Trading Phases in whole or in part for trading in certain Exchange Series as a consequence of circumstances which render it impossible to maintain properly functioning trading operations. Where one or more Exchange Members lack technical connection to ETS, or telephone communications with MPS, trading is maintained to the extent possible in the relevant trading system as long as a sufficiently large number of Exchange Members are able to participate in the trading so that adequate price formation and properly functioning trading operations can, in the opinion of the Exchange, be maintained.
- 3.8.2 Where incidents occur that are not connectivity related, and cannot be easily converted into a connectivity percentage, the Exchange shall determine whether well-functioning trading can be maintained and decide upon any suspension of trading or delay in the scheduled start or end of Trading Phases.
- 3.8.3 The Exchange shall notify Exchange Members of an extraordinary suspension of trading and the subsequent resumption of trading or of the delay of the scheduled start or end of Trading Phases.
- 3.8.4 Extraordinary Suspension of Trading in Equity Instruments
- (a) In conjunction with an extraordinary suspension of trading in Equity Instruments in ETS due to technical problems, trading in MPS shall also be suspended unless the need exists for continued trading in MPS and the Exchange deems it necessary to conduct trading. Trading in MPS may under such circumstances be limited to certain Exchange Series.
  - (b) The following shall apply in conjunction with suspension of trading in Equity Instruments in accordance with this Section 3.8:
    - (i) When trading in ETS is suspended, all Quotes in suspended Instruments, as the case may be, are automatically cancelled. During the time of suspension, the Exchange Member may not enter new Orders or change existing Orders in relevant Instruments. Orders other than Quotes entered in ETS before the suspension normally remain in the order book and may be cancelled by the Exchange Member, unless the Exchange provides notice of otherwise.
    - (ii) When trading in MPS is suspended, Orders or Interests may not be entered, changed or cancelled and Exchange Transactions may not be executed in MPS or submitted for storage in ETS. Entered Orders and Interests remain where technically possible, but must be activated prior to the resumption of trading by the Exchange Member providing notice to the Exchange that the Order or Interest shall be activated in accordance with priority ranking or with reduced volume.
    - (iii) When trading in ETS is suspended, the Exchange Member may not conclude Exchange Transactions outside ETS or MPS for reporting to TRF, or report Exchange Transactions for registration through TRF.

### 3.8.5 Extraordinary Suspension of Trading in Fixed Income Instruments

The following shall apply in conjunction with suspension of trading in Fixed Income Instruments in accordance with this this Section 3.8:

- (i) When trading in ETS is suspended, the Exchange Member may not enter new Orders or change existing Orders in relevant Instruments. Orders entered in ETS before the suspension normally remain in the order book and may be cancelled by the Exchange Member, unless the Exchange provides notice of otherwise.
- (ii) When trading in ETS is suspended, the Exchange Member may not conclude Exchange Transactions outside ETS for reporting to TRF, or report Exchange Transactions for registration through TRF.

### 3.8.6 Procedures for Resumption of Trading

- (a) Trading shall be resumed when the circumstances which caused the extraordinary suspension no longer exist and the Exchange determines that well-functioning trading can be maintained. Prior to the resumption of trading, Exchange Members shall be given the opportunity to cancel existing Orders in ETS.
- (b) Trading may not resume earlier than ten (10) minutes after notice thereof, unless all Exchange Members have received reasonable notice of an earlier resumption of trading.
- (c) In cases where Continuous Trading in ETS is resumed following a suspension of trading, the Trading Phase shall end no earlier than thirty (30) minutes after it has resumed. To allow the foregoing condition to be fulfilled, the scheduled end of Continuous Trading and the start of the subsequent Closing Auction, as applicable, may be delayed to a later time, as determined by the Exchange and notified to Exchange Members.
- (d) In cases where trading was suspended during the Closing Auction, or where the Closing Auction was delayed in accordance with paragraph (c) above, Post-Trading, as applicable, may be excluded from that Trading Day, as determined by the Exchange and notified to Exchange Members.
- (e) Notwithstanding paragraph (a) above, in case the Exchange determines that trading cannot be resumed in accordance with paragraph (c) above, the Exchange may instead decide to terminate early that Trading Day. In such cases the Closing Auction may or may not be carried out before ETS is closed for the day, as determined by the Exchange and notified to Exchange Members.
- (f) Where trading is suspended during Extended Trading Hours, as applicable, and the Exchange determines that trading cannot be resumed in sufficient time before the scheduled end of the affected Trading Phase, the Exchange may decide to end such Trading Phase early. In cases where Pre-Trading, as applicable, ends early, trading may resume from the Opening Auction, either at the scheduled time or at a delayed time, as determined by the Exchange and notified to Exchange Members.

### 3.8.7 System Disturbances on the Expiration Day

If the Exchange experiences system disturbances in connection with Expiration, the Exchange shall handle such disturbances by applying those procedures provided for in Chapter A.

## CHAPTER 4 | TRADING RULES EQUITY DERIVATIVES

### 4.1 INTRODUCTION

In addition to the provisions set forth in Chapter 3, trading in all Exchange Listed Instruments that are Equity Instruments shall also comply with the provisions set out in this Chapter 4.

### 4.2 ELECTRONIC TRADING SYSTEM (ETS)

#### 4.2.1 TRADING PROCEDURES

The Exchange matches Bid-Orders and Ask-Orders in ETS automatically by means of a defined trading algorithm as described in Section 4.2.6 and an order book for the respective Instruments and Combinations available for trading in ETS. Orders are executed in the order book either on a continuous basis, or on the basis of an auction, based on the best available price or equilibrium price, respectively.

#### 4.2.2 ORDER MANAGEMENT

4.2.2.1 The Exchange Member may submit Orders for entry in ETS during Regular Trading Hours and Extended Trading Hours, as applicable. The Exchange will accept the entry of Orders provided that:

- (i) the Order has been entered in accordance with these Exchange Rules;
- (ii) the Order specifies required conditions in accordance with Section 4.2.3; and
- (iii) the Order specifies required information in accordance with Section 4.2.4 and any additional information as required by the prevailing functionality of ETS as set out in applicable technical documentation.

4.2.2.2 When the entry of an Order has been accepted by the Exchange, ETS will in whole or in part and in accordance with the Order's conditions and subject to the current Trading Phase:

- (i) assign the Order a timestamp for order prioritisation purpose, place the Order in the order book and attempt to execute the Order against other Orders on the opposite side in accordance with Section 4.2.6, and with respect to any unexecuted part of the Order, either cancel it or retain it in the order book depending on the conditions defined for the Order; or
- (ii) hold the Order away from the order book pending its activation or release to the order book contingent on conditions defined for the Order, at which time the Order becomes subject to sub-paragraph (i) above.

4.2.2.3 The tick size applicable for an Instrument determines the minimum price increment in Orders and is specified in the relevant contract specification.

4.2.2.4 The Exchange Member may change certain attributes to its Orders in ETS, including but not limited to price and volume, as detailed in the Market Model Nasdaq Derivatives Markets. When changing



an Order, the Exchange Member shall identify the Exchange Trader or, if applicable, the order flow in accordance with Section 2.9 or 2.10, that is executing the change. ETS will assign a new timestamp to the Order, meaning that the Order will lose time priority in the order book, and treat it as a new Order entry in accordance with Section 4.2.2.2 in case of the following:

- (i) the price of the Order is changed;
- (ii) the volume of an Order without display quantity conditions according to Section 4.2.3.4 is increased; or
- (iii) the total or display volume of an Order with display quantity conditions according to Section 4.2.3.4 is changed.

4.2.2.5 The Exchange Member may during all Trading Phases cancel existing Orders in ETS, by explicit reference to individual Orders or a group of Orders based on specified criteria. Details of mass-cancelling functionality available to Exchange Members and the requirements on such usage are specified in the Market Model Nasdaq Derivatives Markets. When cancelling an Order, the Exchange Member shall identify the Exchange Trader or, if applicable, the order flow in accordance with Section 2.9 or 2.10, that is executing the cancellation.

4.2.2.6 The Exchange's personnel can to the extent and with the limitations necessitated by market conditions and by resources available to the Exchange for such assist with the entry, change and cancellation of Orders in ETS upon request in the event of technical problems in utilising the electronic connection to ETS.

4.2.2.7 An Order has been entered, changed or cancelled when confirmation of the entry, change or cancellation has been sent by the Exchange.

### **4.2.3 ORDER CONDITIONS**

4.2.3.1 This Section 4.2.3 describes the conditions that may be specified to Orders entered in ETS. Not all conditions may be available in each Trading Phase or may not apply to all Instruments. The Market Model Nasdaq Derivatives Markets specifies the applicability of conditions to different Trading Phases and Instruments.

#### **4.2.3.2 Order Types**

- (a) The following types of Orders can be entered in ETS:
  - (i) "Market Order";
  - (ii) "Limit Order";
  - (iii) "Stop Order"; and
  - (iv) "Quote" (only available for Market Makers)
- (b) The Order will be carried out and executed differently depending on the type of Order, as set out in the Market Model Nasdaq Derivatives Markets.

#### 4.2.3.3 Order Validity (Time-in-Force)

Each Order must specify a condition on how it shall be valid in ETS. The following validity conditions are available in accordance with the attributes and limitations set out in the Market Model Nasdaq Derivatives Markets:

- (i) “Day Order”;
- (ii) “Immediate or Cancel” or “IOC”;
- (iii) “Fill or Kill” or “FOK”;
- (iv) “Good till Cancel” or “GTC”;
- (v) “Good till Date” or “GTD”;
- (vi) “On-Open”; or
- (vii) “On-Close”

#### 4.2.3.4 Display Quantity

Limit Orders in individual Instruments may be entered with certain display quantity conditions. The details of how such Orders are executed, and how the display quantity conditions determine how the Order is disclosed from the hidden reserve to the order book, are specified in the Market Model Nasdaq Derivatives Markets.

### 4.2.4 ORDER INFORMATION

4.2.4.1 At the time of entry of an Order in ETS, the Exchange Member shall include the following information:

- (i) the Exchange Series or the Combination that the Order concerns;
- (ii) whether the Order is a Bid- or Ask-Order;
- (iii) limit price or net price, if applicable for the type of Order;
- (iv) quantity to be purchased or sold;
- (v) Order conditions according to Section 4.2.3;
- (vi) trader ID, to identify the Exchange Trader or, if applicable, the order flow in accordance with Section 2.9 or 2.10, that is submitting the Order;
- (vii) if applicable, client ID in accordance with the Exchange’s Order Record Keeping Guidelines;
- (viii) if applicable, identity of the person or algorithm responsible for the investment decision in accordance with the Exchange’s Order Record Keeping Guidelines;
- (ix) identity of the person or algorithm responsible for submitting the Order (execution decision) in accordance with the Exchange’s Order Record Keeping Guidelines; and
- (x) in what trading capacity the Order is submitted, including if the Order is submitted as part of a market making strategy or any other liquidity provision activity, in accordance with the Exchange’s Order Record Keeping Guideline.

4.2.4.2 Where the information in Section 4.2.4.1 is submitted in the form of short codes, the Exchange Member shall submit complete information mapping such short codes to full length identifiers at the latest in accordance with the times established by the Exchange from time to time.

4.2.4.3 In addition to the required information specified in Section 4.2.4.1, the Exchange Member may provide additional or alternative clearing related information to be passed through on Exchange Transactions to the Clearing House, as detailed in the Market Model Nasdaq Derivatives Markets.

#### **4.2.5 COMBINATION TRADING**

4.2.5.1 A “Combination” means for the purpose of ETS and Equity Instruments the simultaneous purchase and/or sale of a combination of two or more different Instruments in a defined ratio and with the same Contract Base, for the purpose of executing a certain trading strategy.

4.2.5.2 The Exchange makes Combinations available for trading in ETS in order books separate from the regular order books. The different trading strategies that are available for trading as Combinations are determined by the Exchange and specified in the Market Model Nasdaq Derivatives Markets. The Exchange reserves the right to limit the number of Combinations that Exchange Members can submit Orders for during a Trading Day.

4.2.5.3 A “Combination Order” means for the purpose of Equity Instruments an Order for those Combinations that are available for trading in ETS. Combination Orders are priced as a single unit expressed as a net purchase or sell price for the components of the Order, and with a quantity expressed in terms of the number of units of the Combination to be purchased or sold, as detailed in the Market Model Nasdaq Derivatives Markets.

4.2.5.4 The Exchange Member may only submit Combination Orders as Limit Orders. In addition, for Combinations that comprise Options Contracts or Futures and Forward Contracts with a Contract Base of individual shares, Market Makers may submit Combination Orders as Quotes.

4.2.5.5 When executing a Combination Order in ETS, the execution of each component of the Combination Order is simultaneous and contingent on the execution of all the other components of the Combination Order.

4.2.5.6 The Exchange may for certain Combinations, by using implied-in and implied-out pricing functionality, execute Limit Orders in Combinations against Orders for the individual component Instruments. The details of such trading functionality and its applicability to certain Instruments are specified in the Market Model Nasdaq Derivatives Markets.

4.2.5.7 The net price in a Combination Order may be expressed, and the components be executed, in price increments that are different than the tick size defined in the contract specification for the respective component Instrument. The price increments applicable to different Combinations, as determined by the Exchange from time to time, are specified in the Market Model Nasdaq Derivatives Markets.

#### **4.2.6 EXECUTION OF ORDERS AND FORMATION OF EXCHANGE TRANSACTIONS**

4.2.6.1 Prioritisation of Orders, execution of Orders and formation of Exchange Transactions in ETS take place in a neutral and pre-determined process. When matching Orders are executed, Exchange Transactions are immediately concluded between the concerned Exchange Members whereby contractual rights and obligations arise according to the contents of the Orders. When Combination

Orders are executed, Exchange Transactions are in the same way concluded with regards to each of the component Instruments of the Combination, at prices determined by the Exchange.

4.2.6.2 Orders are executed in the order book for a given Instrument or Combination, as applicable, in price priority order, meaning that Orders at the best price in the order book are executed before Orders at the next best price. Where several possibilities for execution exist, prioritisation of Orders is decided in accordance with Section 4.2.6.4 and 4.2.6.5.

4.2.6.3 Execution of Orders and conclusion of Exchange Transactions are immediately notified by the Exchange to the involved Exchange Members. Such notification includes the necessary details to determine the current status of the Order and relevant details of the concluded Exchange Transaction.

#### 4.2.6.4 Continuous Matching of Orders

(a) During Continuous Trading and Extended Trading Hours, where an Order entered in ETS can be executed with two or more Orders in the order book at the same best price, the Orders are executed in accordance with the applicable order prioritisation method set out in subparagraph (i) and (ii) below.

(i) Time Priority Matching

In general, priority amongst Orders is decided by the timestamp of the Orders, older before younger. Notwithstanding the previous sentence, with respect to index Futures Contracts, at each price all displayed volume from outright Orders are executed before volumes derived by the Exchange using implied-out functionality referred in Section 4.2.5.6. After all displayed and implied volumes have been executed at a given price, hidden reserve volumes may be executed based on the timestamp of the hidden part of each Order. With respect to all Options Contracts and Futures Contracts on single Contract Shares, after all displayed volumes from outright Orders have been executed at a given price, hidden reserve volumes may be executed based on the timestamp of the hidden part of each Order. At the best price in the order book, after all volumes from outright Orders (displayed and hidden) have been executed, an Order derived by the Exchange using implied-out functionality referred in Section 4.2.5.6 may be executed.

(ii) Pro-Rata Allocation

Orders are executed on a pro-rata basis in accordance with the following. First, allocations to outright Orders are determined based on the respective Order's displayed volume in proportion to the total volume displayed by outright Orders left to be allocated at the same price. If the resulting allocation for an Order is not a whole number, it is rounded up to the nearest whole number. Allocations are determined for outright Orders one by one, in descending order of their displayed volume. If two or more Orders display the same volume, allocations are determined in time priority order, older before younger. Secondly, after all displayed outright volumes have been executed, allocations to Orders with hidden reserve volumes are determined

according to the same principle as in the first step based on the respective Order's hidden volume in proportion to the total hidden volume left to be allocated at the same price. At the best price in the order book, after all volumes from outright Orders (displayed and hidden) have been executed, an Order derived by the Exchange using implied-out functionality referred in Section 4.2.5.6 may be executed.

- (b) Time priority matching according to sub-paragraph (a)(i) above is applicable to all Instruments unless pro-rata matching according to sub-paragraph (a)(ii) above is specified as the applicable method in the relevant contract specification.
- (c) For relevant Combination Orders where implied-in pricing functionality is available in accordance with Section 4.2.5.6, execution against regular Orders in the individual component Instruments have priority over execution against other matching Combination Orders, as long as the derived price for the Combination from such regular Order is equal to, or better than, the best price available for execution against another Combination Order.
- (d) Implied pricing functionality is not supported for Combinations Orders submitted as Quotes. For this reason, and notwithstanding Section 4.2.6.2 and paragraph (a) above, in certain cases a Limit Order in a Combination may be executed against an implied-in price even though Quotes exist in that Combination at a better price, or at the same net price but with a younger timestamp.

#### 4.2.6.5 Auction Matching of Orders

- (a) In certain index Futures Contracts, the Exchange organises a Call Auction during the Opening Auction and Closing Auction, and for the purpose of resuming trading following a circuit breaker or a suspension of trading due to extraordinary reasons according to Section 3.8.
- (b) At the end of the respective Call Auction, where prices of Bid-Orders are equal to or higher than prices of Ask-Orders, an uncrossing procedure is automatically carried out to execute Orders based on the prevailing equilibrium price in the order book as calculated by the Exchange. In case of surplus of Bid-Orders or Ask-Orders that can be executed at the equilibrium price, priority amongst Orders at the same price is decided by the timestamp of the Orders, older before younger. All displayed volumes are executed before any hidden parts of Orders at the same limit price. Market Orders in the order book have priority and are executed as part of an uncrossing procedure before Limit Orders.
- (c) The details of the uncrossing procedure and the method for determining the equilibrium price are specified in the Market Model Nasdaq Derivatives Markets.

#### 4.2.7 **CROSS TRADES**

- 4.2.7.1 The Exchange Member may enter in ETS matching Bid-Orders and Ask-Orders with the intention that such Orders shall execute with each other (a Cross Trade) only if the conditions set forth in this Section 4.2.7 have been fulfilled. This applies regardless if both Orders are placed in the name of one Exchange Member, or are placed by two different Exchange Members respectively following a previous arrangement.

- 4.2.7.2 Before entering the Order giving rise to the Cross Trade (i.e. the initiating Order), a “Cross Request” for the concerned Exchange Series must be submitted to ETS using the “Cross Request” function as described in the Market Model Nasdaq Derivatives Markets. Such “Cross Request” must include the volume of the Order giving rise to the Cross Trade which is to be executed.
- 4.2.7.3 After the “Cross Request” has been submitted, the Order giving rise to the Cross Trade must be entered at the earliest one (1) second after the “Cross Request” was submitted and at the latest twenty (20) seconds after the “Cross Request” was submitted. A “Cross Request” may only be used in conjunction with a Cross Trade, and must be followed by the subsequent entering of the Order giving rise to the Cross Trade within the above time limits.
- 4.2.7.4 The volume of the Order giving rise to the Cross Trade must when it is entered be equal to the volume indicated in the preceding “Cross Request”.
- 4.2.7.5 The Exchange Member entering the Order giving rise to the Cross Trade is responsible for that the procedure in Section 4.2.7.2–4.2.7.4 are followed.
- 4.2.7.6 The provisions in this Section 4.2.7 do not apply for Exchange Series or Combinations where the Exchange has not enabled the “Cross Request” functionality.
- 4.2.7.7 A “Cross Request” is not required for Exchange Series or Combinations trading at one price tick between best bid and ask prices at the time when the Order giving rise to the Cross Trade is placed. Before the Order giving rise to the Cross Trade is placed, the opposing Order may be placed in such a fashion so that the difference between the best bid and ask prices becomes equal to one price tick.

### **4.3 MANUAL TRADING SYSTEM (MPS)**

#### **4.3.1 PLACEMENT, CHANGES AND CANCELLATIONS OF ORDERS AND INTERESTS**

- 4.3.1.1 MPS is the Exchange’s manual trading system for the placing of Orders, receipt of Orders, prioritisation of Orders and the execution of Exchange Transactions. MPS can also assist with contacts directly between Exchange Members regarding Instruments in Exchange Series, or in other ways assist with such transactions. MPS is made available for Instruments in Exchange Series in accordance with the provisions set forth in Section 4.6 and, for other Instruments, to the extent and with the limitations necessitated by market conditions and by resources available to the Exchange for such.
- 4.3.1.2 An Exchange Member may place or cancel Orders or Interests in MPS in accordance with these Exchange Rules.
- 4.3.1.3 The Exchange shall receive Orders or cancellation of Orders in accordance with Section 4.2.2 with the addition that an Order placed in MPS is valid until termination as a result of the execution of the Exchange Transaction or cancellation of the Order, but in no case later than the end of normal closing time of MPS on the day it is placed.

4.3.1.4 When assisting as stipulated in Section 4.3.1.1, the Exchange may take such measures that would lead to the most beneficial result for the Exchange Member. In cases where a Transaction cannot be performed via ETS, the Exchange shall in the first place assist in the contacts with the Exchange Member(s) that have the best conditions to carry out an Order or an Interest according to the conditions requested by the Exchange Member.

#### **4.3.2 ORDER AND INTEREST CONDITIONS**

4.3.2.1 Orders shall be of the types Market Orders or Limit Orders in accordance with Section 4.2.3.

4.3.2.2 The volume of an Order in MPS must at the point of placement and following any change be greater than or equal to the relevant Block Trade size as set forth in Section 4.4.5(ii).

##### 4.3.2.3 Linked Component Trade Condition

- (a) An Order or Interest may be conditioned with a transaction in the Contract Base, such as the underlying share or depositary receipt (a Linked Component Trade).
- (b) Upon placement of an Order or Interest with conditions set forth in paragraph (a) above, each Exchange Member shall confirm to the Exchange that the transaction in the Contract Base has taken place or will take place. Such confirmation means that the conditions set forth in paragraph (a) above have been fulfilled. For the avoidance of doubt, any dispute in relation to the transaction in the Contract Base, or failure of the execution, clearing or settlement of the transaction in the Contract Base, will not affect the validity of the Exchange Transaction resulting from an Order with conditions set forth in paragraph (a) above.
- (c) Notwithstanding paragraph (b) above, when placing Orders or Interests with conditions as set forth in paragraph (a) above, the Exchange Member may authorise MPS to report the transaction in the Contract Base on behalf of the Exchange Member in the Exchange's trading system for equities and in accordance with the Nasdaq Nordic Member Rules. To utilise this optional service, the Exchange Member must enter into a separate agreement as designated by the Exchange.

##### 4.3.2.4 "All or None" Condition

An Order or Interest may be subject to the validity condition that the entire volume of the Order shall be executed at the same time and price. Such Order may be executed against one or multiple Orders.

#### **4.3.3 ORDER INFORMATION**

At the time of placing an Order in MPS, the Exchange Member shall provide information as set forth in Section 4.2.4.

#### **4.3.4 INTERESTS**

4.3.4.1 Interests are non-binding statements of intent from Exchange Members to purchase or sell Instruments. Interests are reviewed by the Exchange in accordance with the ranking set forth below

and, if the conditions for execution of Exchange Transactions exist, the Exchange Member shall be requested by the Exchange to place an Order whereby an Exchange Transaction can be executed.

4.3.4.2 For the Exchange's review, the Exchange Member shall, for the Instrument in question state the Exchange Series, whether the Interest is a bid- or ask-Interest, the price and volume or in certain cases, the approximate price and volume levels indicated in the Interest.

#### 4.3.4.3 Ranking of Interests

(a) Pursuant to ranking of Interests, prioritisation takes place based firstly on the best price or net price and secondly the shortest storage time. The storage time for an Interest is calculated commencing at the time an Interest submitted to MPS is confirmed by the Exchange as received. Where several Interests have been submitted so closely in time to each other that it is not possible for the Exchange to immediately determine their priority *inter se*, such Interests shall be deemed to have the same priority and the volume shall be allocated in equal parts. Where a submitted Interest is changed, priority shall be calculated commencing at the time at which the receipt of the change is confirmed by the Exchange, with the exception of changes regarding decreases in volume or change in customer identity, in which case the Interest shall retain its priority.

(b) The following exceptions shall apply in conjunction with ranking:

- (i) Where a volume condition prevents review of an Interest which would otherwise be carried out, such Interest may be disregarded in an amount equal to that which may not be reviewed as a consequence of the volume condition.
- (ii) Interests with regards to a Combination are given priority over other Interests. However, MPS may determine that this exception shall not apply where so required by market conditions or due to available resources, following notice thereof to all Exchange Members with submitted Interests.

### 4.3.5 EXECUTION OF ORDERS AND FORMATION OF EXCHANGE TRANSACTIONS

4.3.5.1 The prioritisation of Orders and execution of Exchange Transactions occurs in a corresponding manner to that provided for ETS under Section 4.2.6, with the amendments set forth in this Section 4.3.5.

4.3.5.2 When an Exchange Transaction can be executed in MPS, a review of Orders in ETS takes place. If an Exchange Transaction can be executed under the same or better terms against an Order in ETS, it is executed against ETS instead.

4.3.5.3 If the volume from two or more Orders can be included in an Exchange Transaction and these have been placed so closely in time that the Exchange cannot immediately determine their relative priorities, the Exchange shall execute an Exchange Transaction, where possible, by dividing the volume into equal parts.

4.3.5.4 Where a Combination Order can be executed against another Combination Order, this is given priority over Orders that are not Combination Orders.



- 4.3.5.5 When an Exchange Transaction has been executed in MPS with conditions as set forth in Section 4.3.2.3(a) and the Exchange Member utilises the optional service as set forth in Section 4.3.2.3(c), MPS will report the transaction in the Contract Base on behalf of the Exchange Member in the Exchange's trading system for equities using the appropriate trade type.
- 4.3.5.6 Where an Order with conditions set forth in Section 4.3.2.4 can be executed against another Order with the same volume conditions, this is given priority over one or multiple Orders that individually or combined are not meeting the volume condition.

#### **4.4 TRADE REGISTRATION FACILITY (TRF)**

- 4.4.1 Exchange Members may arrange Block Trades in all Equity Instruments provided that the terms of the Block Trade are agreed and reported to the Exchange for registration in accordance with the Exchange Rules. Block Trades may be arranged and reported during the opening hours of TRF as set forth in Section 4.6.
- 4.4.2 A Block Trade may take place as (a) an outright Exchange Transaction in a single Exchange Series; or as (b) a package transaction involving the execution of two or more Exchange Transactions in two or more different Exchange Series (the components) provided that the Block Trade (i) has been priced as a single unit; (ii) each component of the transaction bears meaningful economic and financial risk related to all the other components; and (iii) the execution of each component is simultaneous and contingent upon the execution of all the other components, and all components are executed between the same counterparties.
- 4.4.3 An Exchange Member may agree on the terms of a Block Trade (i) with or on behalf of its clients; or (ii) with other Exchange Members. In the case where the terms of a Block Trade are agreed between two or more Exchange Members, each Exchange Member is responsible for compliance with the Exchange Rules, including but not limited to timely reporting to the Exchange.
- 4.4.4 Exchange Members may report the agreed terms of Block Trades that have been arranged as a package transaction by linking the components together in accordance with guidance provided in the Market Model Nasdaq Derivatives Markets. When arranging and reporting a Block Trade as a package transaction, the parties shall agree on and subsequently report prices and volumes for each component.
- 4.4.5 The Exchange accepts and registers Block Trades subject to the following conditions:
- (i) The terms of a Block Trade shall be reported by Exchange Members to the Exchange for registration through TRF within 15 minutes after they have been agreed by the parties, including the Instrument, volume and price. In case of a package transaction, this applies for the respective components.
  - (ii) The minimum number of Contracts in respect of each type of Contract and Contract Base that can be entered into as a Block Trade (the minimum block trade size) is determined by the Exchange and published from time to time. Further guidance and information on the validation of minimum block trade sizes and the threshold values

that apply from time to time is made available in the Market Model Nasdaq Derivatives Markets.

- (iii) When arranging Block Trades with or on behalf of clients, the Exchange Member may neither aggregate separate orders relating to different clients of the Exchange Member, nor aggregate client orders with own account orders, for the purpose of meeting or exceeding the minimum Block Trade sizes. This shall not limit the possibility for the Exchange Member to arrange as a Block Trade an order, from an asset or investment manager who is a client of the Exchange Member, which is for two or several funds operated by the asset manager, or two or several clients of the investment manager, as part of the same investment strategy. Correspondingly, the Exchange Member may not aggregate separate orders when facilitating the arranging of Block Trades between two or more other Exchange Members for the purpose of meeting or exceeding the minimum Block Trade sizes.
- (iv) In addition to the requirements set forth in Section 3.3.2, the Exchange Member must ensure that the price or component prices agreed in a Block Trade falls within an acceptable price range, based on prices quoted in ETS for the respective Exchange Series, at the time of agreement. Where there is no bid-offer spread quoted in ETS at the time of agreement, the Exchange Member shall ensure that the price of the Block Trade is a fair representation of current market value, in particular taking into account the price and volatility of the Contract Base. The definition of an acceptable price range is determined by the Exchange and published from time to time. Further guidance and information on the Exchange defined methodology for calculating the acceptable price range that apply from time to time is made available by the Exchange in the Market Model Nasdaq Derivatives Markets.
- (v) Notwithstanding sub-paragraph (iv) above, in case a Block Trade has been arranged as a package transaction consisting of Options Contracts and Futures Contracts on the same underlying index as Contract Base, or in case the Block Trade has been arranged in connection to the execution of a reference transaction outside the Exchange Rules in a related instrument or related basket of instruments (cash related transaction), the agreed price of the Block Trade may fall outside the acceptable price range at the time of agreement, provided that the price was within such price range at the time at which the market price of the hedge instrument (the Futures Contract, related instrument or related basket of instruments) corresponded to the price of the reference transaction. In case of cash related transactions, upon demand by the Exchange's trading surveillance function, the Exchange Member is required to obtain and provide independent evidence to support the concerned reference transaction including information about the reference price. Furthermore, where the price of the Block Trade has been calculated over multiple time instances according to a given benchmark, including volume weighted average price transactions (benchmark transaction), the price of the concerned Block Trade may fall outside the acceptable price range at the time of the agreement.

- (vi) Notwithstanding sub-paragraph (iv) above, if the agreed price of a Block Trade is defined by factors other than the prices quoted for the Exchange Series in ETS at the time of agreement between the parties, an explanation of the source of the price shall be presented to the Exchange via telephone. Such factors may for instance be that (i) the volume of the Block Trade is significantly larger than the volumes available for execution in ETS; or that (ii) the price is calculated based on external references including but not limited to the underlying instrument's closing value. The circumstances explaining the background of the Block Trade and the definition of the price shall be presented to the Exchange, and the Exchange will decide whether or not the price is acceptable. The Exchange has no obligation to register a Block Trade if the price for the concerned transaction falls outside the acceptable price range that apply as set forth in sub-paragraphs (iv) and (v) above.
- (vii) A Block Trade may not be reported and registered through TRF using the Exchange Member's electronic connection where the volume exceeds 100,000 Contracts in at least one Exchange Series (the maximum trade volume). In such circumstances, a request shall be submitted to the Exchange manually as instructed by the Exchange. The Exchange will together with the Clearing House decide whether or not to accept and register the Block Trade. The Exchange has no obligation to accept and register a Block Trade if the maximum trade volume is exceeded. In case the Exchange accepts such volume, the time of agreement for the concerned Block Trade shall be when the parties subsequently confirms and agree on the complete terms of the Block Trade.
- (viii) The registration by the Exchange of a Block Trade through TRF confirms the conclusion of one or several interlinked Exchange Transactions between the respective Exchange Members whereby contractual rights and obligations arise according to the reported trade information.
- (ix) Conclusion of an Exchange Transaction following registration of a Block Trade through TRF is immediately notified by the Exchange to the involved Exchange Members. Such notification includes the relevant details of the concluded Exchange Transactions.

#### 4.4.6 Trade Report Information

- (a) An Exchange Member that has agreed the terms of a Block Trade with or on behalf of its clients, or with other Exchange Members, may report to the Exchange both the buy and sell sides of the concerned Block Trade in the name of the Exchange Member. Such two-sided trade report shall contain information identifying:
  - (i) the Exchange Series that the Block Trade concerns;
  - (ii) the price;
  - (iii) quantity purchased and/or sold;
  - (iv) the time of agreement;
  - (v) for which Exchange Member identification code the buy and sell sides are reported respectively, if other than the Exchange Member's default;
  - (vi) the Exchange Trader submitting the trade report;

- (vii) in what trading capacity the buy and sell sides are reported respectively (client, own account, Market Maker);
  - (viii) information identifying the type of trade and where applicable the relevant trade flags in accordance with the guidance provided in the Market Model Nasdaq Derivatives Markets; and
  - (ix) any additional information as required by the prevailing functionality of TRF as set out in applicable technical documentation.
- (b) When the terms of a Block Trade have been agreed between two different Exchange Members, each Exchange Member may report to the Exchange its side of the concerned Block Trade. Both sides of the Block Trade must be reported and the details shall match within the applicable deadlines as set out in Section 4.4.5(i). Such one-sided trade report shall contain information identifying:
- (i) the Exchange Series that the Block Trade concerns;
  - (ii) the price;
  - (iii) quantity purchased and/or sold;
  - (iv) the time of agreement;
  - (v) the side of the Block Trade that is reported (buy or sell);
  - (vi) for which Exchange Member identification code the buy and sell sides are reported respectively, if other than the Exchange Member's default;
  - (vii) the Exchange Trader submitting the trade report;
  - (viii) in what trading capacity the buy and sell sides are reported respectively (client, own account, Market Maker);
  - (ix) the Exchange Member that is the counterparty;
  - (x) information identifying the type of trade and where applicable the relevant trade flags in accordance with the guidance provided in the Market Model Nasdaq Derivatives Markets; and
  - (xi) any additional information as required by the prevailing functionality of TRF as set out in applicable technical documentation.
- (c) Where the Block Trade has been arranged as a package transaction, the information required under sub-paragraphs (i) to (iii) of paragraph (a) or (b) above, as applicable, shall be provided with respect to each component. In addition, the trade report shall specify whether the buyer (seller) of the package buys (sells) or sells (buys) the respective component Exchange Series.

#### 4.4.7 Deferred Publication

- (a) The Exchange provides the possibility for deferred publication of the details of Exchange Transactions executed through MPS, or reported and registered through TRF, subject to the following conditions:
  - (i) The minimum number of Contracts in respect of each type of Contract and Contract Base required to defer the publication of trade details (the minimum deferral threshold) is determined by the Exchange and published from time to time. Further guidance on the validation of the minimum deferral thresholds and the values that

apply from time to time are available in the Market Model Nasdaq Derivatives Markets.

- (ii) Exchange Members that wish to defer the publication of the trade details of an Exchange Transaction must submit such request to the Exchange before the Exchange Transaction is registered by the Exchange. In case of Block Trades, such request shall be included in the trade report.
  - (iii) When arranging Block Trades on behalf of clients, an Exchange Member may neither aggregate separate orders relating to different clients of the Exchange Member, nor aggregate client with own account/market maker orders, for the purpose of meeting or exceeding the minimum deferral thresholds. This shall not have the meaning as to limit the possibility for an Exchange Member to defer the publication of an Exchange Transaction executed on behalf of an asset or investment manager who is a client of the Exchange Member, which is for two or several funds operated by the asset manager, or two or several clients of the investment manager, as part of the same investment strategy. Correspondingly, an Exchange Member may not aggregate separate orders when facilitating the arranging of Block Trades between two or more other Exchange Members for the purpose of meeting or exceeding the minimum deferral thresholds.
- (b) Where the publication of trade details is deferred by the Exchange, the Exchange Transaction is made public as further described in the Market Model Nasdaq Derivatives Markets.

## 4.5 CANCELLATIONS AND PRICE ADJUSTMENTS OF ERRONEOUS TRANSACTIONS

- 4.5.1 An erroneous Transaction is a Transaction, or a number of Transactions, resulting from an Order which at the time of Order placement does not reflect current market value and which results in an obviously incorrect execution price, taking into consideration the proper market price, including if the price of the Transaction deviates from a reasonable market price interval determined by the Exchange in accordance with Section 4.5.7. In situations where one or several Orders not reflecting current market value leads to incorrect execution prices for a number of Transactions during a short period of time, the Exchange reserves the right to define all Transactions within a certain period of time as erroneous Transactions related to the Order or Orders.
- 4.5.2 This Section 4.5 does not apply to erroneous Transactions where the loss, anticipated by the Exchange, of entering one or several corresponding Transactions which eliminate the erroneous Transaction or Transactions is less than SEK, DKK or NOK 5,000, ISK 50,000, or EUR or USD 500.
- 4.5.3 If an erroneous Transaction occurs, the Exchange may under the circumstances described in this Section 4.5 cancel the Transaction or adjust the price to a reasonable price (price adjustment).
- 4.5.4 An Exchange Member requesting review of a Transaction that does not qualify for cancellation or price adjustment under the circumstances described in this Section 4.5 may be charged an administration fee by the Exchange.

#### 4.5.5 Deadline to Request Cancellation or Price Adjustment

- (a) An Exchange Member that wishes to request cancellation or price adjustment with regards to a Transaction shall, as soon as possible after the time of the Transaction, submit a request to the Exchange by e-mail accordingly.
- (b) As regards cancellations, the request according to paragraph (a) above shall be submitted no later than ten (10) minutes from the time of the registration of the Transaction in the Exchange's trading systems. This applies to registrations in the trading systems made by the Exchange Member itself or by MPS on behalf of the Exchange Member.
- (c) If the Exchange Member does not submit the request for cancellation within the time frame stipulated in paragraph (b) above but no later than thirty (30) minutes after the time when ETS is normally closed, or after the last time for trading in the Series in question, whichever is the earliest, on the day when the Transaction took place, the Exchange Member is only entitled to price adjustment.
- (d) When an Exchange Member requests, or the Exchange initiates, cancellation or price adjustment, the Exchange shall as soon as possible inform the other Exchange Members involved in the Transaction thereof via e-mail.

#### 4.5.6 Exemptions

- (a) If the erroneous Transaction was executed against a Combination Order, in some circumstances only price adjustment is available, even if the request is submitted within the time frames in Section 4.5.5.
- (b) If the erroneous Transaction was executed in an index Futures Contract or index Forward Contract during continuous trading and the quantity of the erroneous Transaction is less than 200 contracts, the erroneous Transaction is only eligible for price adjustment.
- (c) If the erroneous Transaction was executed in the opening or closing Call Auction in an index Futures Contract or index Forward Contract and the quantity of the erroneous Transaction is less than 500 contracts (opening Call Auction) or 2,000 contracts (closing Call Auction), the erroneous Transaction is only eligible for price adjustment.
- (d) The Exchange may decide to conduct a price adjustment instead of a cancellation, even if the request is submitted within the time frames in Section 4.5.5.
- (e) An Exchange Member which is informed that its Transaction will be subject to price adjustment which would lead to a worse price always have a right to, if requested immediately, choose cancellation instead of price adjustment.

#### 4.5.7 Procedures for Determining the Reasonable Market Price Interval

- (a) When testing if a Transaction is an erroneous Transaction, and consequently if a cancellation or price adjustment shall take place, the Exchange will establish a reasonable market price interval by:

- (i) establishing a reference price in accordance with Section 4.5.8; and
  - (ii) applying an acceptable deviation above and below the reference price in accordance with Section 4.5.9.
- (b) If the price of the Transaction in question falls outside the reasonable market price interval determined in accordance with paragraph (a) above, the Transaction is an erroneous transaction and will be cancelled or, if the prerequisites for cancellation is not present, be subject to a price adjustment to the price in the reasonable market price interval that is closest to the price of the erroneous Transaction.
- (c) Notwithstanding paragraph (a) and (b) above, when determining the reasonable market price interval for an Order in a Futures Contract that has the same Contract Base and same Expiration Day as a Futures Contract with a larger contract multiplier, the Exchange may apply the reasonable market price interval that applies for the latter Futures Contract at the time of the Transaction.
- (d) If an Exchange Member submits a request for cancellation, the Exchange will primarily test whether the prerequisites for cancellation are present. If an Exchange Member submits a request for price adjustment, or if the prerequisites for cancellation are not present, the Exchange instead will test whether price adjustment shall take place.

#### 4.5.8 Establishing the Reference Price

- (a) The reference price is the average (mid-spread) of the best Ask-Order and Bid-Order available in the ETS order book immediately before the time of the Transaction. Such best Ask-Orders and Bid-Orders may not be related to the Exchange Members that are parties to the Transaction.
- (b) In case such Ask-Order and Bid-Order referred in paragraph (a) above do not exist or if their difference is greater than the acceptable deviation set out in Section 4.5.9, or otherwise obviously do not reflect current market value, as determined by the Exchange, the Exchange is entitled to request that Market Makers quote fair value prices to establish the reference price. When prices are obtained from Market Makers, the reference price shall normally be established based on the average of the fair value prices obtained respectively from at least three (3) Market Makers that are not parties to the Transaction, based on the market situation at the time of the Transaction.
- (c) The procedure in paragraph (b) above shall not be applied where it may be deemed manifestly unnecessary, such as where it may reasonably be assumed that such prices cannot be obtained. Under such circumstances, the Exchange may establish the reference price in the manner the Exchange deems appropriate. Such process shall be handled by the Exchange as expeditiously as practically possible.

#### 4.5.9 Establishing the Acceptable Deviation

- (a) For all Instrument except index Futures, the acceptable deviation to be applied above and below the reference price is numerically the same as the applicable maximum spread

requirements for the Instrument in question set out in the Market Maker obligations for qualifying subclasses available on the Exchange’s website.

- (b) For index Futures, the acceptable deviation to be applied above and below the reference price is set out in the table below. The acceptable deviations are doubled during Stressed Market Conditions.

Expiration Months	Acceptable deviation during Regular Trading Hours	Acceptable deviation during Extended Trading Hours
First three outright Expiration Months	0.5%	1.0%
Other outright Expiration Months	1.0%	2.0%
Combinations and Basis Transactions	1.00 index points	2.00 index points

4.5.10 Establishing the Reasonable Market Price Interval When No Price in the Contract Base

- (a) Where the Transaction has taken place in a period of time in which no price is quoted for the Contract Base in question, the first price quoted thereafter shall be used as basis for the market situation at the time of the Transaction to determine the reference price in situations referred in Section 4.5.8(b).
- (b) Where the Transaction has taken place in a period of time in which no continuous trading takes place with respect to all or parts of the Contract Base, information which, at the time of the assessment, is available in the Exchange’s system regarding pricing with respect to the Contract Base shall be used as basis for the market situation at the time of the Transaction to determine the reference price in situations referred in Section 4.5.8(b).
- (c) When applying paragraph (a) and (b) above, the acceptable deviation which pursuant to the table in Section 4.5.9 applies in the case of Stressed Market Conditions shall be used. When determining the permitted deviation for an Order in a Futures Contract that has the same Contract Base and same Expiration Day as a Futures Contract with a larger contract multiplier, the Exchange may apply the determined acceptable deviation that applies for the latter Futures Contract at the time of the Transaction. This paragraph (c) is not applicable for an erroneous Transaction in an index Futures Contract or index Forward Contract that has taken place in the closing Call Auction.

4.5.11 Special Rules for Combination Orders

- (a) If the erroneous Transaction is a result of a Combination Order, the Exchange will in some situations request Market Makers to quote Bid-Orders and Ask-Orders or, where relevant, medium prices relating to the price of the Combination.
- (b) If a Transaction relates to a Combination Order, special rules for cancellation and price adjustment shall be applied. This includes the following:



- (i) an erroneous Transaction referred to an Exchange Member that has placed an Order that is not a Combination Order, and where the Transaction is executed against a Combination Order, and the price for the Combination is reasonable;
  - (ii) an erroneous Transaction referred to an Exchange Member that has placed an Order that is not a Combination Order, and where the Transaction is executed against a Combination Order, and the price for the Combination is obviously incorrect;
  - (iii) an erroneous Transaction referred to an Exchange Member that has placed a Combination Order, and where the Transaction is executed against another Combination Order placed by another Exchange Member; or
  - (iv) an erroneous Transaction referred to an Exchange Member that has placed a Combination Order, and where the Transaction is executed against Orders that are not Combination Orders.
- (c) In cases referred to in sub-paragraph (b)(i) above, it shall primarily be assessed whether cancellation or price adjustment is viable according to the rules for Transactions that do not comprise Combination Orders. If that would not be possible, price adjustment shall take place. The price for the erroneous Transaction shall then be adjusted to a price that corresponds to the price for the correct Transaction in the Combination, with subtraction or addition of the price at which the Combination was placed.
- (d) In cases referred to in sub-paragraph (b)(ii) above, it shall primarily be assessed whether cancellation or price adjustment is viable according to the rules for Transactions that does not comprise Combination Orders. If that would not be possible, price adjustment shall take place in accordance with the following procedure. The Exchange shall request Market Makers to quote prices at which they are willing to substitute the Exchange Member that has placed the Combination Order. The Exchange Member that has posted the Combination will then be offered to adjust the price for the erroneous Transaction to a price calculated as the correct price in the Transaction with subtraction of or addition with the best price offered by one of the Market Makers. If the Exchange Member that has placed the Combination Order objects to price adjustment, then all Transactions in the Combination will be cancelled for that Exchange Member, and the position will be transferred to the Market Maker that has offered the best price for the Combination, and price adjustment takes place accordingly.
- (e) In cases referred to in sub-paragraph (b)(iii) above, the question whether cancellation or price adjustment shall take place or not shall be assessed under the rules for Transactions that does not comprise Combination Orders, and the assessment shall take place for the Combination as such.
- (f) In cases referred to in sub-paragraph (b)(iv) above, the question whether cancellation or price adjustment shall take place or not shall be assessed under the rules for Transactions that does not comprise Combination Orders, and the assessment shall take place separately for each Transaction in the Combination.

## 4.6 TRADING HOURS AND TRADING PHASES

### 4.6.1 ELECTRONIC TRADING SYSTEM (ETS)

4.6.1.1 Trading is organised in ETS on Bank Days (each a Trading Day) in the country of the applicable Contract Base for the respective Instruments.

#### 4.6.1.2 Trading Phases in ETS

- (a) A Trading Day comprises the following Trading Phases in ETS:
- (i) “Pre-Open”;
  - (ii) “Pre-Trading”;
  - (iii) “Opening Auction”;
  - (iv) “Continuous Trading”
  - (v) “Closing Auction”;
  - (vi) “Post-Close”;
  - (vii) “Post-Trading”; and
  - (viii) “Closed”
- (b) “Regular Trading Hours” for an Instrument means the Trading Phase “Continuous Trading” and, for certain index Futures Contracts, also the Trading Phases “Opening Auction” and “Closing Auction”.
- (c) “Extended Trading Hours” for certain index Futures Contracts means the Trading Phases “Pre-Trading” and “Post-Trading”.
- (d) The hours of the Trading Phases on normal and half Trading Days, and their applicability to specific Instruments, are determined by the Exchange and specified from time to time in the Market Model Nasdaq Derivatives Markets.

### 4.6.2 MANUAL TRADING SYSTEM (MPS)

Trading in MPS is organised 08:30–18:00 CET on Bank Days (each a Trading Day) in the country of the applicable Contract Base for the respective Instruments. During these hours, Orders and Interests may be entered, changed or cancelled and Exchange Transactions may be concluded.

### 4.6.3 TRADE REGISTRATION FACILITY (TRF)

During the trade reporting hours of TRF, Block Trades may be reported to the Exchange for registration. The hours are determined by the Exchange from time to time and are specified in the Market Model Nasdaq Derivatives Markets.

### 4.6.4 HALF TRADING DAYS AND DEVIATIONS

Deviations from the hours specified in this Section 4.6 or in the Market Model Nasdaq Derivatives Markets, such as half Trading Days, may occur in connection with holidays, etc., as set out on the Exchange’s website at: <http://www.nasdaqomxnordic.com/tradinghours>. Additional deviations may also occur, notice of which shall be specially provided.

## CHAPTER 5 | TRADING RULES FIXED INCOME DERIVATIVES

### 5.1 INTRODUCTION

In addition to the provisions set out in Chapter 3, trading in all Exchange Listed Instruments that are Fixed Income Instruments shall also comply with the provisions set out in this Chapter 5.

### 5.2 ELECTRONIC TRADING SYSTEM (ETS)

#### 5.2.1 TRADING PROCEDURES

The Exchange matches Bid-Orders and Ask-Orders in ETS automatically by means of a defined trading algorithm as described in Section 5.2.6 and an order book for the respective Instruments available for trading in ETS. Orders are executed in the order book either on a continuous basis, or on the basis of an auction, based on the best available price, or equilibrium price, respectively.

#### 5.2.2 ORDER MANAGEMENT

5.2.2.1 The Exchange Member may submit Orders for entry in ETS during Regular Trading Hours. The Exchange will accept the entry of Orders provided that:

- (i) the Order has been entered in accordance with these Exchange Rules;
- (ii) the Order specifies required conditions in accordance with Section 5.2.3; and
- (iii) the Order specifies required information in accordance with Section 5.2.4 and any additional information as required by the prevailing functionality of ETS as set out in applicable technical documentation.

5.2.2.2 When the entry of an Order has been accepted by the Exchange, ETS will in whole or in part and in accordance with the Order's conditions and subject to the current Trading Phase:

- (i) assign the Order a timestamp for order prioritisation purpose, place the Order in the order book and attempt to execute the Order against other Orders on the opposite side in accordance with Section 5.2.6, and with respect to any unexecuted part of the Order, either cancel it or retain it in the order book depending on the conditions defined for the Order; or
- (ii) hold the Order away from the order book pending its activation or release to the order book contingent on conditions defined for the Order, at which time the Order becomes subject to sub-paragraph (i) above.

5.2.2.3 The tick size applicable for an Instrument determines the minimum price increment in Orders and is specified in the relevant contract specification.

5.2.2.4 The Exchange Member may change certain attributes to its Orders in ETS, including but not limited to price and volume, as detailed in the Genium INET Market Model Fixed Income Derivatives. When changing an Order, the Exchange Member shall identify the Exchange Trader or, if applicable, the

order flow in accordance with Section 2.9 or 2.10, that is executing the change. ETS will assign a new timestamp to the Order, meaning that the Order will lose time priority in the order book, and treat it as a new Order entry in accordance with Section 5.2.2.2 in case of the following:

- (i) the price of the Order is changed;
- (ii) the volume of an Order without display quantity conditions according to Section 5.2.3.4 is increased; or
- (iii) the total or display volume of an Order with display quantity conditions according to Section 5.2.3.4 is increased.

5.2.2.5 The Exchange Member may during all Trading Phases cancel existing Orders in ETS, by explicit reference to individual Orders or a group of Orders based on specified criteria. When cancelling an Order, the Exchange Member shall identify the Exchange Trader or, if applicable, the order flow in accordance with Section 2.9 or 2.10, that is executing the cancellation.

5.2.2.6 An Order has been entered, changed or cancelled when confirmation of the entry, change or cancellation has been sent by the Exchange.

### 5.2.3 ORDER CONDITIONS

5.2.3.1 This Section 5.2.3 describes the conditions that may be specified to Orders entered in ETS. Not all conditions may be available in each Trading Phase or may not apply to all Instruments.

#### 5.2.3.2 Order Types

(a) The following types of Orders can be entered in ETS:

- (i) "Market Order";
- (ii) "Limit Order";
- (iii) "Stop Orders"; or
- (iv) "Quote" (only available for Market Makers)

(b) The Order will be carried out and executed differently depending on the type of Order, as set out in the Genium INET Market Model Fixed Income Derivatives.

#### 5.2.3.3 Order Validity Conditions (Time-in-Force)

Each Order must specify a condition on how it shall be valid in ETS. The following validity conditions are available in accordance with the attributes and limitations set out in the Genium INET Market Model Fixed Income Derivatives:

- (i) "Day Order";
- (ii) "Immediate or Cancel" or "IOC";
- (iii) "Fill or Kill" or "FOK";

#### 5.2.3.4 Display Quantity

Limit Orders may be entered with certain display quantity conditions. The details of how such Orders are executed, and how the display quantity conditions determine how the Order is disclosed

from the hidden reserve to the order book, are specified in the Genium INET Market Model Fixed Income Derivatives.

#### 5.2.3.5 Minimum Acceptable Quantity (“MAQ”) Condition

Orders may be entered for execution with a minimum acceptable quantity condition. Displayed Orders with minimum acceptable quantity condition are only accepted during continuous trading with “Immediate or Cancel” validity condition.

### 5.2.4 ORDER INFORMATION

5.2.4.1 At the time of entry of an Order in ETS, the Exchange Member shall include the following information:

- (i) the Exchange Series that the Order concerns;
- (ii) whether the Order is a Bid- or Ask-Order;
- (iii) price;
- (iv) quantity to be purchased or sold;
- (v) Order conditions according to Section 5.2.3;
- (vi) trader ID, to identify the Exchange Trader or, if applicable, the order flow in accordance with Section 2.9 or 2.10, that is submitting the Order;
- (vii) if applicable, client ID in accordance with the Exchange’s Order Record Keeping Guidelines;
- (viii) if applicable, identity of the person or algorithm responsible for the investment decision in accordance with the Exchange’s Order Record Keeping Guidelines;
- (ix) identity of the person or algorithm responsible for submitting the Order (execution decision) in accordance with the Exchange’s Order Record Keeping Guidelines;
- (x) in what trading capacity the Order is submitted, including if the Order is submitted as part of a market making strategy or any other liquidity provision activity, in accordance with the Exchange’s Order Record Keeping Guidelines; and
- (xi) as applicable, the priority between the Clearing House and Third Party Clearing House as detailed in the Genium INET Market Model Fixed Income Derivatives.

5.2.4.2 Where the information in Section 5.2.4.1 is submitted in the form of short codes, the Exchange Member shall submit complete information mapping such short codes to full length identifiers at the latest in accordance with the times established by the Exchange from time to time.

5.2.4.3 In addition to the required information specified in Section 5.2.4.1, the Exchange Member may provide additional or alternative clearing related information to be passed through on Exchange Transactions to the Clearing House or, as applicable, the Third Party Clearing House, as detailed in the Genium INET Market Model Fixed Income Derivatives.

### 5.2.5 COMBINATION TRADING

5.2.5.1 A “Combination” means for the purpose of ETS and Fixed Income Instruments the simultaneous purchase and/or sale of a combination of two or more different Instruments with the same Contract Base, for the purpose of executing a certain trading strategy.

- 5.2.5.2 The Exchange makes Combinations available for trading in ETS in order books separate from the regular order books. The different trading strategies that are available for trading as Combinations are determined by the Exchange and specified in the Genium INET Market Model Fixed Income Derivatives. The Exchange reserves the right to limit the number of Combinations that Exchange Members can submit Orders for during a Trading Day.
- 5.2.5.3 A “Combination Order” means for the purpose of Fixed Income Instruments an Order for those Combinations that are available for trading in ETS. Combination Orders are priced as a single unit expressed as a net purchase or sell price for the components of the Order, and with a quantity expressed in terms of the number of units or nominal amount where applicable, of the Combination to be purchased or sold, as detailed in the Genium INET Market Model Fixed Income Derivatives.
- 5.2.5.4 The Exchange Member may only submit Combination Orders as Limit Orders.
- 5.2.5.5 When executing a Combination Order in ETS, the execution of each component of the Combination Order is simultaneous and contingent on the execution of all the other components of the Combination Order.
- 5.2.5.6 The net price in a Combination Order may be expressed, and the components be executed, in price increments that are different than the tick size defined in the contract specification for the respective component Instrument. The price increments applicable to different Combinations, as determined by the Exchange from time to time, are specified in the Genium INET Market Model Fixed Income Derivatives.
- 5.2.5.7 A Combination Order may only execute against another Combination Order in the same Combination.

## **5.2.6 EXECUTION OF ORDERS AND FORMATION OF EXCHANGE TRANSACTIONS**

- 5.2.6.1 Prioritisation of Orders, execution of Orders and formation of Exchange Transactions in ETS take place in a neutral and pre-determined process. When matching Orders are executed, Exchange Transactions are immediately concluded between the concerned Exchange Members whereby contractual rights and obligations arise according to the contents of the Orders.
- 5.2.6.2 Orders are executed in the order book for a given Instrument in price priority order, meaning that Orders at the best price in the order book are executed before Orders at the next best price. Where several possibilities for execution exist, prioritisation of Orders is decided by the timestamp of the Orders, older before younger.
- 5.2.6.3 Execution of Orders and conclusion of Exchange Transactions are immediately notified by the Exchange to the involved Exchange Members. Such notification includes the necessary details to determine the current status of the Order and relevant details of the concluded Exchange Transaction.

### 5.3 TRADE REGISTRATION FACILITY (TRF)

- 5.3.1 Exchange Members may arrange Block Trades in all Fixed Income Instruments provided that the terms of the Block Trade are agreed and reported to the Exchange for registration in accordance with the Exchange Rules. Block Trades may be arranged and reported during the opening hours of TRF as set forth in Section 5.4.10.
- 5.3.2 A Block Trade may take place as (a) an outright Exchange Transaction in a single Exchange Series; or as (b) a package transaction involving the execution of two or more Exchange Transactions in two or more different Exchange Series (the components) provided that the Block Trade (i) has been priced as a single unit; (ii) each component of the transaction bears meaningful economic and financial risk related to all the other components; and (iii) the execution of each component is simultaneous and contingent upon the execution of all the other components, and all components are executed between the same counterparties.
- 5.3.3 An Exchange Member may agree on the terms of a Block Trade (i) with or on behalf of its clients; or (ii) with other Exchange Members. In the case where the terms of a Block Trade are agreed between two or more Exchange Members, each Exchange Member is responsible for compliance with the Exchange Rules, including but not limited to timely reporting to the Exchange.
- 5.3.4 Exchange members may report the agreed terms of Block Trades that have been arranged as a package transaction by linking the components together in accordance with guidance provided in the Genium INET Market Model Fixed Income Derivatives. When arranging and reporting a Block Trade as a package transaction, the parties shall agree on and subsequently report prices and volumes for each component.
- 5.3.5 The Exchange accepts and registers Block Trades subject to the following conditions:
- (i) The terms of a Block Trade shall be reported by Exchange Members to the Exchange for registration through TRF within 15 minutes after they have been agreed by the parties, including Instrument, volume and price. In case of a package transaction, this applies for the respective components. The minimum number of Contracts in respect of each type of Contract and Contract Base that can be entered into as a Block Trade (the minimum block trade size) is determined by the Exchange and published from time to time. Further guidance and information on the validation of minimum Block Trade sizes and the threshold values that apply from time to time is made available in the Genium INET Market Model Fixed Income Derivatives.
  - (iii) When arranging Block Trades with or on behalf of clients, the Exchange Member may neither aggregate separate orders relating to different clients of the Exchange Member, nor aggregate client orders with own account orders, for the purpose of meeting or exceeding the minimum Block Trade sizes. This shall not limit the possibility for the Exchange Member to arrange as a Block Trade an order, from an asset or investment manager who is a client of the Exchange Member, which is for two or several funds operated by the asset manager, or two or several clients of the investment manager, as part of the same investment strategy. Correspondingly, the Exchange Member may not aggregate separate orders when facilitating the arranging

of Block Trades between two or more other Exchange Members for the purpose of meeting or exceeding the minimum Block Trade sizes.

- (iv) In addition to the requirements set forth in Section 3.3.2, the Exchange Member must ensure that the price or component prices agreed in a Block Trade falls within an acceptable price range, based on prices quoted in ETS or indicated in the Indicative Price Market, for the respective Exchange Series, at the time of agreement. Where there is no bid-offer spread quoted in ETS or indicated in the Indicative Price Market at the time of agreement, the Exchange Member shall ensure that the price of the Block Trade is a fair representation of current market value, in particular taking into account the price and volatility of the Contract Base. The definition of an acceptable price range is determined by the Exchange and published from time to time. Further guidance and information on the Exchange defined methodology for calculating the acceptable price range that apply from time to time is made available by the Exchange in the Genium INET Market Model Fixed Income Derivatives.
- (v) Notwithstanding sub-paragraph (iv) above, in case a Block Trade has been arranged as a package transaction, the agreed price of the Block Trade may fall outside the acceptable price range at the time of agreement, provided that the price was within such price range at the time at which the market price of the hedge instrument (the Futures Contract, related instrument or related basket of instruments) corresponded to the price of the reference transaction. In case of cash related transactions, upon demand by the Exchange's trading surveillance function, the Exchange Member is required to obtain and provide independent evidence to support the concerned reference transaction including information about the reference price.
- (vi) Notwithstanding sub-paragraph (iv) above, if the agreed price of a Block Trade is defined by factors other than the prices quoted for the Exchange Series in ETS or indicated in the Indicative Price Market at the time of agreement between the parties, an explanation of the source of the price shall be presented to the Exchange via telephone. Such factors may for instance be that (i) the volume of the Block Trade is significantly larger than the volumes available for execution in ETS, or that (ii) the price is calculated based on external references including but not limited to the underlying instrument's closing value. The circumstances explaining the background of the Block Trade and the definition of the price shall be presented to the Exchange, and the Exchange will decide whether or not the price is acceptable. The Exchange has no obligation to register a Block Trade if the price for the concerned transaction falls outside the acceptable price range that apply as set forth in sub-paragraphs (iv) and (v) above.
- (vii) A Block Trade may not be reported and registered through TRF using the Exchange Member's electronic connection where the volume exceeds 100,000 Contracts in at least one Exchange Series (the maximum trade volume). In such circumstances, a request shall be submitted to the Exchange manually as instructed by the Exchange. The Exchange will together with the Clearing House decide whether or not to accept and register the Block Trade. The Exchange has no obligation to accept and register a



Block Trade if the maximum trade volume is exceeded. In case the Exchange accepts such volume, the time of agreement for the concerned Block Trade shall be when the parties subsequently confirms and agree on the complete terms of the Block Trade.

- (viii) The registration by the Exchange of a Block Trade through TRF confirms the conclusion of one or several interlinked Exchange Transactions between the respective Exchange Members whereby contractual rights and obligations arise according to the reported trade information.
- (ix) Conclusion of an Exchange Transaction following registration of a Block Trade through TRF is immediately notified by the Exchange to the involved Exchange Members. Such notification includes the relevant details of the concluded Exchange Transactions.

### 5.3.6 Trade Report Information

- (a) An Exchange Member that has agreed the terms of a Block Trade with or on behalf of its clients, or with Exchange Members, may report to the Exchange both the buy and sell sides of the concerned Block Trade in the name of the Exchange Member. Such two-sided trade report shall contain information identifying:
  - (i) the Exchange Series that the Block Trade concerns;
  - (ii) the price;
  - (iii) quantity purchased and/or sold;
  - (iv) the time of agreement;
  - (v) for which Exchange Member identification code the buy and sell sides are reported respectively, if other than the Exchange Member's default;
  - (vi) the Exchange Trader that executed the buy and sell sides respectively;
  - (vii) in what trading capacity the buy and sell sides are reported respectively (client, own account, Market Maker);
  - (viii) information identifying the type of trade and where applicable the relevant trade flags in accordance with the guidance provided in the Genium INET Market Model Fixed Income Derivatives;
  - (ix) as applicable, the priority between the Clearing House and Third Party Clearing House as detailed in the Genium INET Market Model Fixed Income Derivatives; and
  - (x) any additional information as required by the prevailing functionality of TRF as set out in applicable technical documentation.
  
- (b) When the terms of a Block Trade has been agreed between two different Exchange Members, each Exchange Member may report to the Exchange its side of the concerned Block Trade. Both sides of the Block Trade must be reported and the details shall match within the applicable deadlines as set out in Section 5.3.5(i). Such one-sided trade report shall contain information identifying:
  - (i) the Exchange Series that the Block Trade concerns;
  - (ii) the price;
  - (iii) quantity purchased and/or sold;
  - (iv) the time of agreement;

- (v) the side of the Block Trade that is reported (buy or sell);
  - (vi) for which Exchange Member identification code the buy and sell sides are reported respectively, if other than the Exchange Member's default;
  - (vii) the Exchange Trader submitting the trade report;
  - (viii) in what trading capacity the buy and sell sides are reported respectively (client, own account, Market Maker);
  - (ix) the Exchange Member that is the counterparty;
  - (x) information identifying the type of trade and where applicable the relevant trade flags in accordance with the guidance provided in the Genium INET Market Model Fixed Income Derivatives;
  - (xi) as applicable, the priority between the Clearing House and Third Party Clearing House as detailed in the Genium INET Market Model Fixed Income Derivatives; and
  - (xii) any additional information as required by the prevailing functionality of TRF as set out in applicable technical documentation.
- (c) Where the Block Trade has been arranged as a package transaction, the information required under sub-paragraphs (i) to (iii) of paragraph (a) or (b) above, as applicable, shall be provided with respect to each component. In addition, the trade report shall specify whether the buyer (seller) of the package buys (sells) or sells (buys) the respective component Exchange Series.

#### 5.3.7 Deferred Publication

- (a) The Exchange provides the possibility for deferred publication of the details of Exchange Transactions reported and registered through TRF, subject to the following conditions:
  - (i) The minimum number of Contracts in respect of each type of Contract and Contract Base required to defer the publication of trade details (the minimum deferral threshold) is determined by the Exchange and published from time to time. Further guidance on the validation of the minimum deferral thresholds and the values that apply from time to time are available in the Genium INET Market Model Fixed Income Derivatives.
  - (ii) Exchange Members that wish to defer the publication of the trade details of an Exchange Transaction must submit such request to the Exchange before the Exchange Transaction is registered by the Exchange. In case of Block Trades, such request shall be included in the trade report.
  - (iii) When arranging Block Trades on behalf of clients, an Exchange Member may neither aggregate separate orders relating to different clients of the Exchange Member, nor aggregate client with own account/market maker orders, for the purpose of meeting or exceeding the minimum deferral thresholds. This shall not have the meaning as to limit the possibility for an Exchange Member to defer the publication of an Exchange Transaction executed on behalf of an asset or investment manager who is a client of the Exchange Member, which is for two or several funds operated by the asset manager, or two or several clients of the investment manager, as part of the same investment strategy. Correspondingly, an Exchange Member may not aggregate separate orders when facilitating the arranging of Block Trades between two or more

other Exchange Members for the purpose of meeting or exceeding the minimum deferral thresholds.

- (b) Where the publication of trade details is deferred by the Exchange, the Exchange Transaction is made public as further described in the Genium INET Market Model Fixed Income Derivatives.

## 5.4 CANCELLATIONS AND PRICE ADJUSTMENTS OF ERRONEOUS TRANSACTIONS

- 5.4.1 An erroneous Transaction is a Transaction, or a number of Transactions, resulting from an Order which at the time of Order placement does not reflect current market value and which results in an obviously incorrect execution price, taking into consideration the proper market price, including if the price of the Transaction deviates from a reasonable market price interval determined by the Exchange in accordance with Section 5.4.7. In situations where one or several Orders not reflecting current market value leads to incorrect execution prices for a number of Transactions during a short period of time, the Exchange reserves the right to define all Transactions within a certain period of time as erroneous Transactions related to the Order or Orders.
- 5.4.2 This Section 5.4 does not apply to erroneous Transactions where the loss, anticipated by the Exchange, of entering one or several corresponding Transactions which eliminate the erroneous Transaction or Transactions is less than EUR 5,000 or equivalent in local currency.
- 5.4.3 If an erroneous Transaction occurs, the Exchange may under the circumstances described in this Section 5.4 cancel the Transaction or adjust the price to a reasonable price (price adjustment).
- 5.4.4 An Exchange Member requesting review of a Transaction that does not qualify for cancellation or price adjustment under the circumstances described in this Section 5.4 may be charged an administration fee by the Exchange.
- 5.4.5 Deadline to Request Cancellation or Price Adjustment
  - (a) An Exchange Member that wishes to request cancellation or price adjustment with regards to a Transaction shall, as soon as possible after the time of the Transaction, submit a request to the Exchange by e-mail accordingly.
  - (b) As regards cancellations, the request according to paragraph (a) above shall be submitted no later than ten (10) minutes from the time of the registration of the Transaction in the Exchange's trading systems.
  - (c) If the Exchange Member does not submit the request for cancellation within the time frame stipulated in paragraph (b) above but no later than thirty (30) minutes after the time when ETS is normally closed, or after the last time for trading in the Series in question, whichever is the earliest, on the day when the Transaction took place, the Exchange Member is only entitled to price adjustment.

- (d) When an Exchange Member requests, or the Exchange initiates, cancellation or price adjustment, the Exchange shall as soon as possible inform the other Exchange Members involved in the Transaction thereof via e-mail.

#### 5.4.6 Exemptions

- (a) The Exchange may decide to conduct a price adjustment instead of a cancellation, even if the request is submitted within the time frames in Section 5.4.5.
- (b) An Exchange Member which is informed that its Transaction will be subject to price adjustment which would lead to a worse price always have a right to, if requested immediately, choose cancellation instead of price adjustment.

#### 5.4.7 Procedures for Determining the Reasonable Market Price Interval

- (a) When testing if a Transaction is an erroneous Transaction, and consequently if a cancellation or price adjustment shall take place, the Exchange will establish a reasonable market price interval by:
  - (i) establishing a reference price in accordance with Section 5.4.8; and
  - (ii) adding a deviation threshold to the reference price in accordance with Section 5.4.9.
- (b) If the price of the Transaction in question falls outside the reasonable market price interval determined in accordance with paragraph (a) above, the Transaction is an erroneous transaction and will be cancelled or, if the prerequisites for cancellation is not present, be subject to a price adjustment to the price in the reasonable market price interval that is closest to the price of the erroneous Transaction.
- (c) If an Exchange Member submits a request for cancellation, the Exchange will primarily test whether the prerequisites for cancellation are present. If an Exchange Member submits a request for price adjustment, or if the prerequisites for cancellation are not present, the Exchange instead will test whether price adjustment shall take place.

#### 5.4.8 Establishing the Reference Price

- (a) When establishing the reference price, the best Ask-Order and Bid-Order available in the ETS order book immediately before the time of the Transaction shall be used. Such best Ask-Orders and Bid-Orders may not be related to the Exchange Members that are parties to the Transaction.
- (b) In case such Ask-Orders and Bid-Orders referred in paragraph (a) above do not exist or do not fall within the allowed maximum spreads according to the Market Maker spread tables for the relevant Instrument in question available on the Exchange's website, or otherwise obviously do not reflect current market value, as determined by the Exchange, the best indicative ask-quote and bid-quote available in the Indicative Price Market immediately before the time of Transaction shall be used. Such best indicative ask-quote and bid-quote may not be related to the Exchange Members that are parties to the Transaction.

- (c) In case such Ask-Orders and Bid-Orders referred in paragraph (a) or (b) above do not exist or do not fall within the allowed maximum spreads according to the Market Maker spread tables for the relevant Instrument in question available on the Exchange’s website, or otherwise obviously do not reflect current market value, as determined by the Exchange, the Exchange is entitled to request that Market Makers quote Ask-Orders and Bid-Orders or fair value prices to establish the reference price. When prices are obtained from Market Makers, the reference price shall normally be established based on the average of the Ask-Orders and Bid-Orders or fair value prices obtained respectively from at least one (1) Market Maker that is not party to the Transaction, based on the market situation at the time of the Transaction. When making quotes upon request from the Exchange, the Market Makers shall indicate a maximum spread in accordance with the spread tables referred above.
- (d) The procedure in paragraph (c) above shall not be applied where it may be deemed manifestly unnecessary, such as where it may reasonably be assumed that such prices cannot be obtained. Under such circumstances, the Exchange may establish the reference price in the manner the Exchange deems appropriate. Such process shall be handled by the Exchange as expeditiously as practically possible.

5.4.9 Establishing the Deviation Threshold

The deviation threshold per reference price is set out in the table below.

Reference price	Acceptable deviation (deviation threshold from median price)
Percentage price	
0–200%	10 Bps
Yield	
-10.00–10.00%	7 Bps

5.4.10 Special Rules for Combination Orders

- (a) If the erroneous Transaction is a result of a Combination Order, the Exchange will in some situations request Market Makers to quote Bid-Orders and Ask-Orders or, where relevant, medium prices relating to the price of the Combination.
- (b) If a Transaction relates to a Combination Order where the erroneous Transaction is referred to an Exchange Member that has placed a Combination Order, and where the Transaction is executed against another Combination Order placed by another Exchange Member, the question whether cancellation or price adjustment shall take place or not shall be assessed under the rules for Transactions that does not comprise Combination Orders, and the assessment shall take place for the Combination as such.

## 5.5 TRADING HOURS AND TRADING PHASES

### 5.5.1 ELECTRONIC TRADING SYSTEM (ETS)

5.5.1.1 Trading is organised in ETS on Swedish Bank Days (each a Trading Day).

#### 5.5.1.2 Trading Phases in ETS

- (a) A Trading Day comprises the following Trading Phases in ETS:
- (i) “PREOP” or “Pre-trading”;
  - (ii) “OPEN” or “Trading”;
  - (iii) “PRECL” or “Terminating”; and
  - (iv) “CLOSE” or “Closed”
- (b) “Regular Trading Hours” for an Instrument means the Trading Phase “OPEN” or “Trading”, as applicable.
- (c) The hours of the Trading Phases on normal and half Trading Days, and their applicability to specific Instruments, are determined by the Exchange and specified from time to time in the Genium INET Market Model Fixed Income Derivatives.

### 5.5.2 TRADE REGISTRATION FACILITY (TRF)

During the trade reporting hours of TRF, Block Trades may be reported to the Exchange for registration. The hours are determined by the Exchange from time to time and are specified in the Genium INET Market Model Fixed Income Derivatives.

### 5.5.3 HALF TRADING DAYS AND DEVIATIONS

Deviations from the hours specified in this Section 5.4.10 or in the Genium INET Market Model Fixed Income Derivatives, such as half Trading Days, may occur in connection with holidays, etc., as set out on the Exchange’s website at: <http://www.nasdaqomxnordic.com/tradinghours>. Additional deviations may also occur, notice of which shall be specially provided.

## CHAPTER 6 | COMPLIANCE AND DISCIPLINARY MEASURES

### 6.1 COMPLIANCE AND SUPERVISION OF THE EXCHANGE RULES

- 6.1.1 Upon request by the Exchange, the Exchange Member shall provide the Exchange with any information which the Exchange deems necessary in order to monitor and ensure compliance with the Exchange Rules and in order to fulfil its obligations pursuant to applicable securities and exchange operation legislation and regulations given pursuant hereto (such information to be provided within a reasonable time after the request from the Exchange is received such that the Exchange is able to fulfil the aforementioned obligations). The information shall be rendered in the manner prescribed by the Exchange.
- 6.1.2 The Exchange Member shall immediately notify the Exchange of any deviation from the compliance of the provisions of the Exchange Rules that apply to the Exchange Member.
- 6.1.3 The Exchange Member shall immediately notify the Exchange in the event the Exchange Member's financial position deteriorates to such an extent that there exists the risk that the Exchange Member will no longer be able to perform its obligations pursuant to the Exchange Rules, or if other circumstances exist which can lead to the same result. Should the Swedish Financial Supervisory Authority or the Exchange itself deem that the Exchange's financial position deteriorates to such extent that properly-functioning exchange operations can no longer be maintained, the Exchange shall notify the Exchange Members.
- 6.1.4 In order to ensure compliance by the Exchange Member and the Exchange with the Exchange Rules, and to fulfil the Exchange's obligations pursuant to applicable securities and clearing operation legislation and regulations given pursuant thereto, the Exchange shall, subject to relevant statutory and regulatory limitations, such as bank secrecy obligations, through an authorised auditor have the right to access the offices of the Exchange Member (including any facilities or temporary offices wherein data is stored by the Exchange Member) at the request of the Exchange in order to conduct audits and to obtain any information which the Exchange reasonably deems necessary. The Exchange may execute this right only where other audit rights under the Exchange Rules have not been sufficient.
- 6.1.5 If an audit establishes that the Exchange Member has defaulted in its compliance of the Exchange Rules, the Exchange Member shall be liable for all costs incurred in the audit. The results of the audit shall be forwarded without delay to the Exchange Member and to the Swedish Financial Supervisory Authority.
- 6.1.6 Without limiting the Exchange Member's responsibilities under this Section 6.1, an Exchange Member for which the Exchange is responsible to perform transaction reporting in accordance with MiFIR shall provide the information necessary for the Exchange to meet its regulatory transaction reporting requirements. The Exchange shall make available further guidance regarding the information to be provided hereunder.

6.1.7 In order to protect the integrity and adequate functioning of the market, and without limiting the Exchange's rights elsewhere in these Exchange Rules and in particular under Section 6.2, and notwithstanding anything to the contrary in these Exchange Rules, the Exchange shall be entitled to suspend an Exchange Member's or Exchange Trader's access to the Electronic Trading Platform, including for the avoidance of doubt any trading system operated by the Exchange, at its own initiative or at the request of that Exchange Member, a Clearing Member, the Clearing House, or the Swedish Financial Supervisory Authority.

## 6.2 DEFAULT, SANCTIONS AND DISCIPLINARY COMMITTEE

### 6.2.1 Default

- (a) An Exchange Member's default is constituted by the following:
- (i) the breach by the Exchange Member of the Exchange Rules or other regulations regarding the Exchange's operations, as applicable between the Exchange and the Exchange Member; or
  - (ii) where, in the Exchange's opinion, there exists a substantial risk that the Exchange Member will breach the Exchange Rules or other regulations regarding the Exchange's operations, as applicable between the Exchange and the Exchange Member.
- (b) In addition, the Exchange Member may be deemed to be in default where, in the Exchange's opinion, it is no longer suitable as an Exchange Member pursuant to applicable laws or regulations or these Exchange Rules. Lack of suitability can, *inter alia*, be the result of any of the following:
- (i) where the Exchange Member is declared bankrupt, files for bankruptcy, suspends payments, or the existence of other circumstances which objectively indicate that the Exchange Member is insolvent or will soon become insolvent;
  - (ii) where authorisation of the Exchange Member is revoked or changed by the Swedish Financial Supervisory Authority or corresponding foreign authority or any other authorised body;
  - (iii) where the Exchange Member is suspended from another exchange, clearing organisation or corresponding body in Sweden or abroad, provided that such suspension, in the opinion of the Exchange, materially affects the Exchange Member's suitability as an Exchange Member pursuant to applicable laws or regulations or the Exchange Rules; or
  - (iv) where the Exchange Member is also a member or a client under the Clearing Rules and is in non-compliance with the Clearing Rules or in default or suspended under the Clearing Rules.

### 6.2.2 Sanctions and the Disciplinary Committee

- (a) Where the Exchange Member is in breach of the Exchange Rules, Swedish law, other statutes governing Exchange Members' operations on the Exchange, or generally accepted behavior on the securities market (*Sw. god sed på värdepappersmarknaden*), sanctions shall be determined by the Disciplinary Committee. The Disciplinary Committee shall in such case



impose a sanction in accordance with paragraph (b) below. Administrative matters shall be determined by the Exchange, and in so imposing sanctions in accordance with Section 6.2.3 may be considered. Matters concerning termination of exchange membership are also decided by the Exchange.

- (b) The Disciplinary Committee may impose the following sanctions on the Exchange Member:
  - (i) where the breach is material, the Exchange Member shall be suspended for an indefinite period or a fixed period of time;
  - (ii) where the breach is not to be deemed material in accordance with (i) nor of such a nature as referred to in (iii), a conditional fine shall be imposed on the Exchange Member of not less than SEK 100,000 and not more than SEK 10,000,000; or
  - (iii) in the case of minor breaches, or where the breach is deemed excusable, the Exchange Member shall be issued with a warning or a sanction may be waived in its entirety.
- (c) The Disciplinary Committee shall also be entitled to suspend the Exchange Member provisionally during such time the investigation of an alleged breach is being conducted.
- (d) When determining the amount of the conditional fine, consideration shall be given to the nature of the breach and other circumstances pertaining at the time of the breach.
- (e) When an Exchange Trader is in breach of the Exchange Rules or other rules applicable from time to time governing authorisation as an Exchange Trader, the Disciplinary Committee may, upon request from the Exchange, take any of the following measures against the Exchange Trader:
  - (i) decide to revoke the Exchange Trader's authorisation to trade;
  - (ii) if considered sufficient, decide to suspend the Exchange Trader from trading during a certain period of time; or
  - (iii) in cases which are not serious the Exchange may issue a warning.
- (f) The Exchange shall also be entitled to provisionally suspend an Exchange Trader from trading during such time the investigation of an alleged breach is being conducted.

### 6.2.3 Administrative Sanctions

- (a) Where the Exchange Member, in the Exchange's opinion, is in default under Section 6.2.1, the Exchange shall have the right, without consulting the Exchange Member and at the Exchange Member's expense, to take one or more of the measures stated below:
  - (i) withhold any payment due to the Exchange Member;
  - (ii) set off any payments due to the Exchange Member against payments due to the Exchange; and
  - (iii) refuse Exchange Transactions and/or suspend the Exchange Member from access to the Exchange and its trading systems.
- (b) In the case of default under Section 6.2.1(a) and where such default is deemed to be non-material, the Exchange Member shall be afforded the opportunity of remedying the default.

In determining whether a default is to be deemed non-material, account shall be taken of whether the damage done was negligible, whether the default has occurred on one or more occasions and whether negligence existed. In the event the default has not been remedied within reasonable time, the provisions in paragraph (a) above shall apply.

6.2.4 The Exchange shall immediately inform the Exchange Member as to its default under Section 6.2.1 and about the measures the Exchange has taken or is planning to take.

6.2.5 In the event of default of Market Maker commitments, the specific regulations in the applicable Market Making Agreement shall also apply.

6.2.6 Indemnity

If the Exchange Member causes the Exchange to suffer any loss or to incur any cost, such as any interest or fee, as a result of its breach of the Exchange Rules shall hold the Exchange whole and harmless and fully indemnified in respect of any such cost or loss. However, the Exchange Member shall not be held liable for loss of profit or other similar indirect loss or consequential loss.

## CHAPTER A | CONTRACT SPECIFICATIONS GENERAL PROVISIONS

The latest version of Chapter A (joint with the Clearing Rules) is available at:  
<https://www.nasdaq.com/solutions/rules-regulations-derivatives-rules>

## CHAPTER B | CONTRACT SPECIFICATIONS EQUITY DERIVATIVES

The latest version of Chapter B (joint with the Clearing Rules) is available at:

<https://www.nasdaq.com/solutions/rules-regulations-derivatives-rules>

## CHAPTER C | CONTRACT SPECIFICATIONS FIXED INCOME DERIVATIVES

The latest version of Chapter C (joint with the Clearing Rules) is available at:

<https://www.nasdaq.com/solutions/rules-regulations-derivatives-rules>

## APPENDIX 1 | QUOTATION LIST

The latest version of Appendix 1 (joint with the Clearing Rules) is available at:

<https://www.nasdaq.com/solutions/rules-regulations-derivatives-rules>

## APPENDIX 2 | EXCHANGE MEMBER AGREEMENT

The latest version of Appendix 2 is available at:

<https://www.nasdaq.com/solutions/rules-regulations-derivatives-rules>

## LIST OF DEFINITIONS

The latest version of the List of Definitions (joint with the Clearing Rules) is available at:

<https://www.nasdaq.com/solutions/rules-regulations-derivatives-rules>