

Participant Rules

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1. Purpose and subject matter

- 1.1. The Participant Rules govern the requirements, admission, suspension, termination, rights and obligations of participants of Seturion AG (SeturionX) on the basis of the Financial Market Infrastructure Act (**FinMIA**).
- 1.2. The Participant Rules ensure the equal treatment of participants as well as the transparency and functionality of trading on SeturionX.

2. Participants

- 2.1. The following may be admitted as participants on SeturionX:
 - a) Securities firms in accordance with Art. 41 of the Financial Institutions Act (**FinIA**);
 - b) other entities supervised by FINMA in accordance with Art. 3 of the Financial Market Supervision Act (**FINMASA**) and entities supervised by a foreign authority, provided they fulfil equivalent technical and operational requirements as securities firms;
 - c) the SNB;
 - d) the Bank for International Settlements.
- 2.2. Eligible participants supervised by a foreign authority are entities:
 - a) that are subject to appropriate regulation and supervision;
 - b) that are subject to a code of conduct, recordkeeping and reporting duties equivalent to those in Swiss regulations;
 - c) whose activities are separate from those of Swiss entities authorised by FINMA; and
 - d) whose domiciliary state authority has signed the Multilateral Memorandum of Understanding Concerning Consultation and Cooperation and the Exchange of Information (**MMoU**).
- 2.3. SeturionX recognises the following categories of participants:
 - a) Trading Participant;
 - b) Market Maker;
 - c) Designated Market Maker; and
 - d) Reporting Participant.

2.4. Trading Participant

- a) are authorised to participate in trading for their own account and for the account of third parties;
- b) may limit trading participation to individual product groups or segments;
- c) submit an application for admission as a Trading Participant on SeturionX.

2.5. Market Maker

- a) are trading participants who undertake to ensure a liquid market for certain instruments;
- b) enter into a Market Making Agreement with SeturionX.

2.6. Designated Market Maker

- a) are exclusive market makers for individual instruments;
- b) provide 'Tradable Quotes' through a separate interface assigned to them;
- c) enter into a Market Making Agreement with SeturionX.

2.7. Reporting Participants

- a) are all Swiss securities firms or foreign participants of a Swiss stock exchange that are authorised in accordance with Art. 40 FinMIA, as well as other securities firms subject to the reporting obligation;
- b) submit an application for admission as a Reporting Participant;
- c) are provided by SeturionX with access to the systems required to fulfil the reporting obligations under FinMIA.

3. Admission as a Trading Participant

3.1. The following requirements must be met for admission as a trading participant:

- a) Continued compliance with the admission requirements of clauses 2.1 and 2.2;
- b) technical and operational requirements for connection to the SeturionX trading system;
- c) technical and operational requirements for connection to the SeturionX settlement system in accordance with clause 4 of the Settlement Rules;
- d) Conclusion of a participant agreement.

3.2. Admission as a trading participant with SeturionX must be applied for in writing.

3.3. In the application, the applicant confirms that it is aware of the SeturionX rules (rules, directives and other provisions) as published on the SeturionX website and undertakes to comply with these and all future SeturionX regulations published on the SeturionX website under the link provided.

- 3.4. The following documents must be enclosed with the application (in copy):
- a) FINMA authorisation as a securities firm, as an institution supervised by FINMA in accordance with Art. 3 FINMASA or, in the case of foreign supervised institutions, a corresponding authorisation from the competent foreign authority;
 - b) Articles of association and deed of partnership;
 - c) latest annual report and latest audited annual financial statements including the report of the audit firm;
 - d) Extract from the commercial register or corresponding document proving domicile, business purpose and authorised signatories;
 - e) Declaration of authorisation in favour of SeturionX and the accredited service bureau used by it for the purpose of issuing payment instructions on the Swiss Interbank Clearing (SIC) system of the SNB, operated by SIX Interbank Clearing Ltd, in order to ensure the money-side settlement of trading transactions executed on SeturionX;
 - f) legally signed participant agreement;
 - g) if requested by SeturionX, organisational rules, organisation chart and other rules, as well as proof of fulfilment of technical and operational requirements.
- 3.5. SeturionX shall notify the applicant in writing of its decision on admission; reasons shall be given for refusals.
- 3.6. SeturionX shall publicly announce the admission and, in particular, inform the other trading participants.
- 4. Admission as a market maker**
- 4.1. SeturionX may admit a trading participant as a Market Maker or Designated Market Maker. The associated rights and obligations are set out in an additional written agreement (Market Making Agreement).
- 4.2. SeturionX shall determine the product groups, segments or instruments according to its needs or at the request of the market maker
- a) for which trading can or should be supported by market making; it may admit one or more market makers per instrument;
 - b) for which a trading participant may register as an exclusive market maker (**Designated Market Maker**).
- 4.3. The market maker undertakes to ensure an orderly and liquid market for the instruments it manages by quoting bid and ask prices with minimum volumes and not exceeding a maximum bid-ask spread. The requirements for market making are determined by SeturionX on an instrument-specific basis and set out in the corresponding Market Making Agreement and, in addition, in the Directive on Trading. SeturionX is authorised to measure and publish the quality of market making according to self-defined parameters.

- 4.4. In compliance with Art. 34 para. 1 FinMIA, SeturionX may grant Market Makers better fee conditions than other trading participants.

5. Admission as a reporting participant

- 5.1. Participants may be admitted as Reporting Participants upon application.
- 5.2. Reporting Participants are authorised to report trade reports and transaction reports to the Reporting Office of SeturionX.
- 5.3. SeturionX will provide the Reporting Participant with a login and password to enter the reports into the SeturionX systems.
- 5.4. Reports to SeturionX are submitted in accordance with the Reporting Office rules and the corresponding directives.
- 5.5. Reporting Participants are obliged to pay the fees stipulated for the reports.

6. Maintenance of trading participation

Trading participants undertake to:

- a) to comply with the admission requirements in accordance with the Participant Rules for the entire duration of their participation;
- b) to comply with and internally enforce applicable domestic and foreign stock exchange, regulatory and official provisions and their implementing provisions as well as rules of conduct;
- c) to comply with and internally enforce SeturionX regulations, in particular these Participant Rules; and
- d) to provide SeturionX, subject to applicable statutory confidentiality obligations, with any information or documents requested which are required to maintain an orderly market and/or to enforce trading-related laws and rules as well as SeturionX regulations.

7. Compliance with the duties of conduct pursuant to the Settlement Rules

Trading Participants undertake in particular to comply with all duties of conduct in accordance with the Settlement Rules. This includes:

- a) Reporting and cooperation obligations pursuant to clause 2 of the Settlement Rules;
- b) Duty to report in accordance with clause 3.1 of the Settlement Rules in the event of knowledge or indications that the DLT securities do not meet the legal requirements;
- c) Obligation to ensure the technical requirements pursuant to clause 4.3 of the Settlement Rules at all times, as well as the immediate reporting obligation pursuant to clause 4.3 of the Settlement Rules in the event of cancellation;
- d) Obligation to provide all necessary information and data for clarifications and adjustments due to technical faults in accordance with clause 7.1 of the Settlement Rules;
- e) Information and notification obligations as part of the buy-in process pursuant to clauses 9.6, 9.7, 9.8 and 9.10 of Appendix I to the Settlement Rules.

8. Obligations regarding the safekeeping of DLT securities

SeturionX does not offer custody services. The participants themselves are responsible for the safekeeping of DLT securities. Participants are obliged to store the DLT securities carefully in accordance with the current technical security standards for the safekeeping of DLT-based assets in the financial industry and to prevent unauthorised access. Any compromise of the wallets or wallet providers used, as well as the loss of access to these wallets, must be reported to SeturionX immediately.

9. Obligations in connection with DLT networks

If a recognised distributed ledger network no longer meets the requirements of Art. 973d para. 2 CO, or if a fork is imminent or appears likely in the future, SeturionX shall determine, in an orderly and coordinated process and with the appropriate involvement of the affected Trading Participants, one or more replacement DLT distributed ledger networks on which the DLT trading facility will be continued or, in the event of a fork, which fork will be the relevant DLT distributed ledger network for SeturionX for the DLT trading facility. Trading Participants shall be obliged to cooperate and to take the necessary technical measures within a period of time specified by SeturionX to enable the Trading Participant to continue to carry out the permitted activity.

10. Appropriate organisation and registration obligations

- 10.1. Trading Participants shall use the SeturionX trading and settlement infrastructure in accordance with the provisions of SeturionX and shall in particular refrain from manipulating or modifying the SeturionX trading and settlement infrastructure and its interfaces and from unauthorised use or disclosure of the SeturionX software or of the data received in the SeturionX trading and settlement infrastructure.
- 10.2. Trading Participants shall provide sufficient staff with appropriate expertise and good reputation for trading at all times and shall issue internal guidelines for compliance with SeturionX regulations and provide for corresponding controls.
- 10.3. Trading Participants shall designate the persons responsible for compliance with SeturionX regulations and report them to SeturionX, namely the person responsible for trading, the person responsible for compliance, the person responsible for technology/IT and the business manager.
- 10.4. Trading Participants shall register and report authorised traders and guarantee their required expertise and good repute. The trader confirms to have taken note of and comply with the SeturionX regulations. SeturionX may suspend or withdraw registrations at any time. Registered traders receive an identification number from SeturionX with which all system entries are recorded. The identification number is personal, but may be passed on to other registered traders for the purpose of substitution, whereby the trading participants ensure the traceability of the substitution.
- 10.5. Trading participants shall notify SeturionX immediately of any changes to the information transmitted to SeturionX under these rules and regulations, in particular regarding responsible persons and authorised traders.

11. Audit

- 11.1. Trading Participants shall, at their own expense, commission an external audit firm recognised by the audit supervisory authority or the internal auditors with reviewing the compliance with the applicable statutory provisions and the applicable self-regulatory decrees.
- 11.2. Trading Participants shall notify SeturionX of either the responsible audit firm and its contact person or the person responsible for the internal auditors.
- 11.3. Trading Participants shall provide SeturionX with the report on the results of the audit. In addition, the audit firm must be authorised to provide SeturionX with an interim report on compliance with the regulations at any time upon request.
- 11.4. The audit firm or the internal auditors must also be instructed to propose precautions to remedy non-compliant conditions and to inform SeturionX if the precautions are not realised on time or if the deadline appears to be pointless. In this case, SeturionX reserves the right to request supplementary or additional audits outside of the regular audit cycle. If the audit instructions are not followed satisfactorily, SeturionX may arrange for an audit to be carried out by an audit firm of its choice at the expense of the Trading Participant.

- 11.5. The audit frequency and the audit programme for the ordinary audit shall be specified by SeturionX. The trading participant shall be notified in advance of any change to the audit frequency.
- 11.6. The appointment of the internal auditors requires a prior written application to be submitted to the Trading Surveillance Office of SeturionX. The following information must be enclosed with an application for the appointment of the internal auditors:
- a) latest annual report;
 - b) signed extract from the resolution of the audit committee or the Board of Directors authorising the performance of the participant audit by the internal auditors;
 - c) Proof of the independence of the internal auditors;
 - d) Proof of specialised auditor training for at least one of the auditors responsible for the internal audit;
 - e) Proof of training as an IT auditor for at least one of the auditors responsible for the audit;
 - f) Names of the persons, including function and designation of the organisational unit responsible for ensuring that any necessary corrective measures are taken quickly;
 - g) notification of the supervisory authorities to which the participant is subject;
 - h) written confirmation that a copy of the audit report will be sent to the participant's audit committee and to the participant's regulatory audit firm.
- 11.7. Participants of SeturionX who are also participants of BX Swiss AG (BX Swiss) have the option of submitting a consolidated audit report with the same audit frequency, which covers all audit points within the scope of the participant audit of BX Swiss as well as all audit points within the scope of the participant audit of SeturionX.

12. Fees/costs and expenses

- 12.1. Participants shall pay in due time all fees charged by SeturionX, in particular the one-off admission fee, the annual participant fee, other periodic fees and the trading and reporting fees in accordance with the List of Fees and the List of Fees of the SeturionX Reporting Office, which may be amended at any time.
- 12.2. If costs and expenses are incurred in connection with the provision of services, SeturionX is authorised to charge these to the participant. In this sense, SeturionX is also authorised, for example, to charge the participant the costs and expenses incurred by a third party engaged by SeturionX.

13. Suspension

- 13.1. The Regulatory Board may suspend a Trading Participant from all trading or from trading in individual instruments or segments for the following reasons after prior notification:

- a) breach of maintenance and cooperation obligations or SeturionX regulations;
 - b) repeated late delivery or payment of trades or other settlement problems;
 - c) late payment to SeturionX, other participants from buy-in procedures or central counterparties;
 - d) the initiation of deferred payment, insolvency or liquidation proceedings as well as criminal or regulatory proceedings by the supervisory authority against the trading participant or its governing bodies; or
 - e) persistent non-utilisation of the DLT trading system.
- 13.2. The suspension of a Trading Participant shall result in the blocking of access to the DLT Trading System and the cancellation of orders.
- 14. Termination of participation**
- 14.1. A termination or exclusion of a participant may take place namely:
- a) at the request of the participant or cancellation by SeturionX with six months' notice to the end of a calendar year;
 - b) as a result of suspension of payments, insolvency or liquidation;
 - c) if a Trading Participant must be ordered to comply with an arbitral judgement by way of legal proceedings;
 - d) due to a decision by the Sanctions Commission.
- 14.2. The termination or exclusion marks the end of the participation. Even after termination of participation, participants are obliged to fulfil SeturionX's claims arising from any pending matters in accordance with the SeturionX regulations.
- 14.3. SeturionX shall publicly announce the termination or exclusion of a participant, in particular it shall notify the other Trading Participants of the withdrawal or exclusion.

15. Confidentiality and data protection

- 15.1. SeturionX, its governing bodies, employees and agents are subject to professional secrecy pursuant to Art. 147 FinMIA.
- 15.2. SeturionX shall treat all participant-related information that it receives on the basis of the Participant Rules as confidential.
- 15.3. Confidential information will not be published or disclosed to third parties without the consent of the participant. The foregoing is subject to any legal obligations to the contrary and the following provisions of SeturionX..
- 15.4. In the course of fulfilling its contractual obligations, SeturionX may disclose data relating to participants to third parties in Switzerland and abroad, provided that this is necessary for the execution of business processes and SeturionX ensures that the third parties are bound by confidentiality provisions comparable to those to which it is subject.
- 15.5. Subject to mandatory legal requirements, SeturionX may provide information about participants to, and receive such information from, supervisory authorities, Trading Surveillance Offices (Art. 73b FinMIA in conjunction with Art. 32 FinMIA) and other DLT trading facilities, as well as law enforcement authorities.
- 15.6. SeturionX is also authorised to announce and publish any information that is of importance to participants, issuers and the public. In particular, SeturionX is authorised, for example, to inform the public of the reasons and circumstances that led to a suspension in accordance with section 13 and subsequently to a possible lifting of the suspension.
- 15.7. The use of anonymised data (such as price information and securities turnover), which does not allow any conclusions to be drawn about the underlying participants, and consolidated trading data does not breach the duty of confidentiality. In this respect, the participant agrees that such data may be made available to the public at any time and may also be used for commercial purposes.
- 15.8. Market data (static and dynamic) is the property of SeturionX and may be processed and distributed by SeturionX.
- 15.9. By submitting an application for admission or registration, participants and traders agree that SeturionX may:
 - a) pass on information or obtain information from third parties, taking into account clauses 15.1 to 15.8;
 - b) may use service providers, data centres and data storage facilities in Switzerland, the EU/EEA including the UK;
 - c) may store and process information in Switzerland and in the EU/EEA including the UK; and
 - d) can store and process information in accordance with Swiss data protection legislation and foreign data protection legislation recognised as appropriate by Switzerland.

- 15.10. Participants who disclose data about employees or contractors (data subjects) to SeturionX are responsible for the legality of the disclosure in accordance with applicable laws.
- 15.11. Participants must provide data subjects with comprehensive information about the disclosure and use of their data. In particular, they must inform the data subjects about the following:
- a) the processing of the data by SeturionX;
 - b) the possible use of the data in the context of an investigation or sanction procedure in accordance with SeturionX's rules;
 - c) the possible disclosure of the data to FINMA, the Trading Surveillance Offices (Art. 73b FinMIA in conjunction with Art. 32 FinMIA), law enforcement authorities and the courts.
- 15.12. The aforementioned processing of the data of the parties concerned is based on the legal obligations pursuant to Art. 27 et seq. FinMIA.
- 15.13. Seturion AG is committed to ensuring data security and complying with the relevant data protection regulations. In particular, it takes appropriate technical and organisational measures to ensure this.
- 15.14. In all other respects, the data protection provisions set out in the Privacy Policy shall apply.

16. Responsibility

- 16.1. The Regulatory Board shall decide on the admission or non-admission of Trading Participants and on suspension as an administrative measure.
- 16.2. The Management Board of Seturion AG shall decide on the admission or non-admission of Trading Participants as Market Makers and Designated Market Makers and on fees.
- 16.3. The Seturion AG Reporting Office decides on the admission or non-admission of Reporting Participants.
- 16.4. The Sanction Bodies are responsible for imposing sanctions on participants.

17. Outsourcing

- 17.1. SeturionX may disclose participant-related data to group companies and/or their employees in Switzerland and abroad, provided that SeturionX ensures that the group companies and/or employees concerned are bound by confidentiality provisions comparable to those set out in these rules. This includes, but is not limited to, data processing, data archiving, IT and back-office activities, as well as inter-company and/or cross-border intra-group projects and collaborations, e.g. for product development/improvement, market analysis, marketing, optimisation of customer service and risk management, as well as to ensure intra-group organisation. A group company is any legal entity that controls, is controlled by or is under common control with SeturionX..
- 17.2. SeturionX is authorised to outsource data processing and other services related to its business processes to third parties in Switzerland and abroad, in particular to SeturionX group companies. When data is transferred to group companies or external third parties as part of an outsourcing arrangement, all service providers are subject to a comprehensive confidentiality agreement. In addition, SeturionX will inform the participant in advance, giving a reasonable period of notice and specifying the country of destination, if data is to be transferred to a service provider abroad as part of an outsourcing arrangement.

18. Communication

- 18.1. Notices from the Participant to SeturionX and notices from SeturionX to the Participant shall be sent by post, telephone or in electronic form (e.g. e-mail).
- 18.2. Notices by post or e-mail shall be deemed to have been delivered as soon as they have been sent to the last address notified to SeturionX by the Participant.
- 18.3. The participant acknowledges and accepts that the confidentiality, integrity or authenticity of the data cannot be guaranteed for notices sent to the participant by SeturionX via open means of transport or communication (e.g. e-mail, Internet), even if the usual business diligence is observed. SeturionX shall not be liable for any damage incurred by the participant from the use of the aforementioned means of communication.
- 18.4. The participant agrees to the recording of his/her communication.

19. Liability

- 19.1. SeturionX and its bodies and employees shall not be liable, subject to gross negligence and intent, for damages, loss of profit or additional expenses suffered by a participant, its clients or third parties,
- a) if the trading system and/or the settlement system of SeturionX or systems or data dissemination connected thereto fail in whole or in part for technical reason;
 - b) for losses caused by force majeure, riots, war or natural events as well as malfunctions (including interruptions, delays, other errors) of automated, namely technical or electronic systems;

- c) for incorrect manipulation by participants or third parties;
 - d) for damage resulting from instructions issued by SeturionX or measures taken by SeturionX in special situations;
 - e) for data loss, incorrect or incomplete data processing or dissemination;
 - f) as a result of suspension or termination of a participation and suspension or exclusion of the participant; or
 - g) for the rejection or incorrect execution of a trade by the SeturionX settlement system or connected systems or data dissemination.
- 19.2. The provisions of the SeturionX regulations (including the Settlement Rules and the Trading Rules) apply to the settlement of securities transactions in daily trading. Each participant is liable for the obligations entered into by their respective representatives on their behalf. The participant is obliged to take the necessary precautions, in particular suitable internal directives, systems, controls and processes, to minimise risk, monitor and avoid losses.

20. Official / judicial measures

- 20.1. The participant acknowledges that SeturionX must comply with any official and/or judicial measures and may therefore be prevented from fulfilling this contract. SeturionX shall not be liable for any damages resulting from this, provided that it has acted with due business care.
- 20.2. SeturionX shall inform the participant of such measures immediately, unless it is prohibited from doing so by official order.

21. Sanctions

- 21.1. Sanctions may be imposed on participants and traders who breach their obligations under these rules (including associated regulations and the participant agreement). The following sanctions may be imposed, taking into account fault and the severity of the violation:
- a) Against participants: reprimand, fine of up to CHF 50,000, suspension of participation and exclusion;
 - b) Against traders: reprimand, suspension and exclusion.
- 21.2. The sanctions specified in clause 21.1 a) and b) may be imposed cumulatively.

22. Final provisions

These Participant Rules were adopted by the SeturionX Regulatory Board and approved by FINMA on 12 March 2025. They enter into force on 1 April 2025.