



Aquis Exchange Plc
Floor 2
63 Queen Victoria St
London
EC4N 4UA

STRICTLY PRIVATE AND CONFIDENTIAL

SIX Exchange Group AG
Hardturmstrasse 201
8005 Zurich
Switzerland

18 September 2024

For the attention of Jos Dijsselhof, CEO and Daniel Schmucki, CFO

Confidentiality agreement

Dear Jos and Daniel,

On behalf of SIX, you have expressed an interest in the Transaction, and in consideration of us, the other members of the Group and our respective Agents making available to you and your Agents the Confidential Information, you hereby agree with and acknowledge and undertake to us on the terms set out below.

1. Definitions and interpretation

1.1 In this letter:

“acting in concert” means actively co-operating pursuant to an agreement or understanding (whether formal or informal) in the acquisition (directly or indirectly) of securities of Aquis to obtain or consolidate control of Aquis (“control”, for the purpose of this definition, has the meaning given to it by the Code);

“Affiliates” means, in relation to any person or entity, any natural person or legal entity who or which, directly or indirectly, controls, or is controlled by, or is under common control with, such person or entity and, for the avoidance of doubt, includes (without limitation), in relation to SIX, any entity formed, controlled or owned by you for the purposes of the Transaction (“control” (together with its correlative meanings, “controlled by” and “under common control with”), for the purpose of this definition, means, with respect to any such person or entity, the possession, directly or indirectly, of power to direct or cause the direction of management or policies of such person or entity (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise));

“Agents” means:

- (A) in respect of SIX, your Affiliates and your and their respective directors, officers, employees, agents, partners, professional advisers and contractors; and
- (B) in respect of Aquis, each member of our Group and our and their respective directors, officers, employees, agents, partners, professional advisers and contractors;

“**Aquis**” means Aquis Exchange plc of Floor 2, 63 Queen Victoria Street, London, EC4N 4UA;

“**Code**” means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Takeover Panel;

“**Confidential Information**” means:

- (A) all Information relating directly or indirectly to the Transaction including the existence and potential terms of the Transaction, the potential for the Transaction to take place, the fact that we have made Information available to you, this letter and of the discussions and negotiations between you and us (or in each case our Agents) and our willingness to enter into such discussions and negotiations with you or any other party; and
- (B) all Information relating to any member of the Group including, without limitation, Information relating to the property, assets, business, trading practices, plans, proposals and/or trading prospects of any member of the Group, disclosed by or acquired in any way (and whether directly or indirectly or before, on or after the date of this letter) from us or any other member of the Group or from any of our or their respective Agents in connection with the Transaction and includes all copies of any such Information and Information prepared by you or your Agents which contains or otherwise reflects or is generated from such Information,

but excluding:

- (i) all Information that is in, or has (after disclosure to or acquisition by you or your Agents) entered, the public domain otherwise than as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to this letter;
- (ii) in relation to (B) only, all Information that was properly and lawfully in your or your Agents' possession prior to the time that it was disclosed by or acquired from us or any other member of the Group or our respective Agents and provided that such Information is not known (or ought reasonably to have been known having made reasonable enquiry) by you or your respective Agents to be subject to any other duty of confidentiality owed to us or any other member of the Group or our respective Agents;
- (iii) all Information which is subsequently received from a third party by either party without obligations of confidentiality;

- (iv) Information that you can demonstrate was independently acquired or developed by you, your Agents or your Affiliates without (so far as you or any such person is aware) the breach by anyone of any obligation of confidentiality owed to us or any other member of the Group or our respective Agents; and
- (v) Information shared by us with you in connection with Project Polaris, which is subject to a confidentiality agreement dated 4 June 2024;

“Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data transmitted, stored or otherwise processed;

“Data Protection Law” means any applicable data protection and privacy laws, regulations and other similar instruments in any jurisdiction;

“Group” means Aquis and its subsidiary undertakings and associated undertakings from time to time (subsidiary undertaking and associated undertaking each have the meaning ascribed to it in the Companies Act 2006 and Schedule 6 of The Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 respectively (but for this purpose ignoring paragraph 19(1)(b) of Schedule 6 of those Regulations));

“IDTA” means the international data transfer agreement published by the Information Commissioner’s Office, as is required under Data Protection Law in the UK to permit international transfers of Personal Data;

“Information” means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine-readable medium including digital form;

“person” includes a reference to an individual, a body corporate, government body, association or partnership;

“Personal Data” means any personal data (as defined under Data Protection Law in the UK) that is disclosed to you or acquired in any way by you (and whether directly or indirectly, or before, on or after the date of this letter) from us or any other member of the Group or from any of our respective Agents and includes all copies of any such personal data prepared by you or your Agents which contains such personal data;

“securities” means any shares or security in the capital of the relevant company, any option to acquire any such share or security and any derivative relating to, or any rights whatsoever in respect of, any such share or securities;

“SIX” means SIX Exchange Group AG of Hardturmstrasse 201, 8005 Zurich, Switzerland;

“Takeover Panel” means The Panel on Takeovers and Mergers;

“Transaction” means the proposed acquisition by you or by any of your Affiliates (including any entity formed, controlled or owned by you) of the entire issued and to be issued share capital

of Aquis, whether by a takeover offer or a scheme of arrangement (in each case, as defined in the Companies Act 2006), including any financing thereof and all other aspects connected thereto;

“**UK MAR**” means the Market Abuse Regulation (EU) No 596/2014 in such form as incorporated into the law of England and Wales, Scotland and Northern Ireland by the European Union (Withdrawal) Act 2018 and as amended, consolidated, re-enacted or replaced under domestic law from time to time;

“**we**” means Aquis and cognate expressions shall be construed accordingly; and

“**you**” means SIX and cognate expressions shall be construed accordingly.

- 1.2 The obligations expressed to be undertaken by you are obligations you owe to us and to each other member of the Group (to the extent that Confidential Information of such member of the Group has been provided to you).

2. Confidential Information

- 2.1 You will treat and keep all Confidential Information as secret and confidential and will not, without our prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person except as provided in paragraph 3 below.

- 2.2 You will ensure that the Confidential Information is protected with the same security measures and degree of care that would apply to your own confidential information and in any case no less than reasonable measures and a reasonable degree of care.

- 2.3 You will not use any Confidential Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than directly in connection with your appraisal of the Group for the purpose of considering, negotiating and implementing the Transaction.

- 2.4 You will not make, or permit or procure to be made, any copies in any form of the Confidential Information except:

(A) for the purpose of supplying Confidential Information to persons to whom disclosure of Confidential Information is expressly permitted by this letter; or

(B) with our prior written consent.

3. Permitted disclosure

- 3.1 The restrictions in sub-paragraph 2.1 do not apply to the disclosure of Confidential Information:

(A) to your and your Affiliates’ Agents (including, between each of you and between your Agents) in each case who reasonably need to receive and consider Confidential Information for the purposes of the Transaction (and for the avoidance of doubt this shall exclude any provider or prospective provider of debt financing except for UBS in

its capacity as a potential finance provider to whom disclosure of Confidential Information is permitted without our prior written consent);

- (B) with our prior written consent (not to be unreasonably withheld or delayed), to a provider or prospective provider of debt financing (other than UBS) to you in connection with the Transaction and its Agents who reasonably need to receive and consider the Confidential Information for the purposes of evaluating the Transaction and its financing; or
- (C) which is required to be disclosed by law or the rules of any applicable regulatory, governmental or supervisory organisation (which for the avoidance of doubt includes the Takeover Panel, the Financial Conduct Authority or any other financial regulator) but subject to sub-paragraph 5.2.

3.2 You will ensure that where Personal Data is disclosed by you under sub-paragraphs 3.1(A) or 3.1(B) of this letter, disclosure of Personal Data is limited to those persons who need access to the Personal Data to assess the Transaction and that access will only be granted to such part or parts of the Personal Data as is strictly necessary in relation to that person's particular duties in assessing the Transaction.

3.3 You will ensure that:

- (A) each person to whom any Confidential Information is disclosed by you in accordance with sub-paragraphs 3.1(A) or 3.1(B) observes the terms of this letter as if they were a party and had undertaken the same obligations as are undertaken by you (save to the extent that we agree otherwise); and
- (B) each person granted access to Personal Data under sub-paragraphs 3.1(A) or 3.1(B) is aware of your duties and their duties under Data Protection Law and under this letter with respect to the Personal Data.

3.4 You will be responsible for any breach of the terms of this letter by any person to whom any Confidential Information and/or Personal Data is disclosed by you, your Agents or your Affiliates.

3.5 For the avoidance of doubt, you undertake that you will not at any time, without our prior written consent, enter into any discussions or negotiations with or disclose any Confidential Information to another potential bidder or equity provider in relation to the Transaction (including any potential additional or alternative consortium member alongside you).

4. Records and return of Confidential Information

4.1 You and each of your Agents and Affiliates will keep a record of each person to whom any Confidential Information is disclosed by you, each of your Agents and Affiliates respectively.

4.2 You will, upon written request by us (where such request is not inconsistent with the requirements of Rule 21 of the Code) or if you cease to be interested in the Transaction:

- (A) within 10 business days of such demand or cessation of interest, destroy or return (at your option) to us all hard copy documents and all other materials which are in a form

reasonably capable of delivery containing or reflecting any Confidential Information and all copies thereof which have been made by or on behalf of you or your Agents other than your or your Agent's own proprietary Information which you or they will destroy; and

- (B) ensure that where Confidential Information has not been returned or destroyed under sub-paragraph (A) above, no step will be taken to access or recover such Confidential Information from any computer, word-processor, telephone or other device containing such Information or which is otherwise stored or held in electronic, digital or other machine readable form. You will continue to hold such Confidential Information subject to the terms of this letter.

- 4.3 In addition, you will within 10 business days of such demand or cessation of interest (if so requested in writing by us) provide written notice to us confirming compliance with sub-paragraph 4.2 by you, your Affiliates and your and their Agents. Notwithstanding the obligations in sub-paragraph 4.2, you, your Affiliates and your and their Agents will be entitled to retain such copies of such Information as: (i) is required to be retained by law, the rules of any applicable regulatory, governmental or supervisory organisation or professional body or your bona fide retention policies in effect as at the date of this letter to which you or they are subject; or (ii) contained in any electronic file pursuant to any routine back-up or archiving procedure or your bona fide retention policy in effect as at the date of this letter provided that such file is not generally accessible or accessed beyond the need for disaster recovery or similar procedures, and in each case such Information will continue to be held subject to the terms of this letter.

5. Announcements and disclosure

- 5.1 Subject to sub-paragraphs 5.2, 5.3 and 5.5, and other than as provided by paragraph 2, neither party will make, or permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of any Confidential Information, including its prospective interest in the Transaction, without the other party's prior written consent.
- 5.2 Subject to sub-paragraph 5.5, if a party becomes compelled by law or the rules of any applicable regulatory, governmental or supervisory organisation (which for the avoidance of doubt includes the Takeover Panel) to whose jurisdiction a party is subject, to disclose any Confidential Information, such party will be permitted to make such disclosure.
- 5.3 Where a party discloses Confidential Information under sub-paragraph 5.2, the disclosure will (to the extent permitted by law or regulation) be made only after prompt notification and consultation with the other party and after taking into account that party's reasonable requirements as to its timing, content and manner of making so that that party may seek any appropriate means to prevent or minimise that disclosure.
- 5.4 Where in accordance with sub-paragraph 5.3, a party is not permitted to consult with the other party before disclosure is made, that party will, to the extent permitted by law or regulation, inform the other party of the circumstances, timing, content and manner of making of the disclosure promptly after such disclosure has been made.
- 5.5 Nothing in this letter shall prevent, or shall be construed as preventing, us from making any announcement or disclosure which does not include Information of the kind specified in limb (A)

of the definition of Confidential Information, and we shall be permitted to make such an announcement or disclosure without your prior consultation or consent.

- 5.6 Each party will, to the extent permitted by law or regulation, immediately notify the other party of the full circumstances of any breach or threatened breach of this letter upon becoming aware of such breach or threatened breach.
- 5.7 Any notification required pursuant to this letter will be made immediately by telephone or email to the person whose contact details are set out at the end of this letter or to such other person or contact numbers as you may be notified in writing from time to time.
- 5.8 For the avoidance of doubt, nothing in this letter shall prevent, or shall be construed as preventing, the board of directors of Aquis from making an announcement relating to a possible offer or publicly identifying you as a potential offeror, at any time the board of Aquis considers appropriate.

6. Personal Data

- 6.1 You acknowledge that Confidential Information may include Personal Data, the handling or processing or transfer of which may be subject to the requirements of Data Protection Law. Without limitation to any other term of this letter, in relation to the Personal Data, you will:
- (A) comply with all relevant provisions of Data Protection Law to which you are subject;
 - (B) take necessary technical and organisational measures to guard against the unauthorised or unlawful disclosure or processing of such Personal Data or the occurrence of a Data Breach in respect of such Personal Data;
 - (C) notify us of a Data Breach as soon as reasonably practicable after becoming aware of it;
 - (D) to the extent permitted by law, regulation or the rules of any applicable regulatory, governmental or supervisory organisation and reasonably practicable, notify us as soon as reasonably practicable following receipt of any communication (i) which relates to your or our compliance with Data Protection Law in respect of the Personal Data; or (ii) from any individual whose Personal Data you or your Agents process or from any person acting on behalf of such individual; and
 - (E) within a reasonably practicable time provide to us, such reasonable co-operation, information and assistance as we may from time to time reasonably request to enable us to comply with our obligations under Data Protection Law.
- 6.2 Prior to the transfer outside Switzerland, the United Kingdom or EEA of any Personal Data provided to you by us, our Affiliates or our and their Agents, you will enter into an IDTA with us on or about the date of this letter. In the event of a conflict between that IDTA and the provisions of this letter, the IDTA shall prevail.

7. Approaches to us, members of the Group and others

- 7.1 In connection with the discussions with us relating to the Transaction, you will and will procure that your Affiliates and any person acting in concert with you or your Affiliates will only make contact with and deal through our Chair, Glenn Collinson, our Chief Executive Officer, Alasdair Haynes, and our General Counsel, Philip Olm, and our advisers at Slaughter and May and Evercore, together with such other people who may from time to time be notified to you by us in writing.
- 7.2 Save for the above, neither you, any of your Affiliates, nor any person acting in concert with you or your Affiliates shall contact any of our Group's directors, officers, employees, shareholders, customers or suppliers in connection with the Transaction (which for the avoidance of doubt, shall not include any communication undertaken in the ordinary course of business) without our prior written consent.
- 7.3 Subject to sub-paragraph 7.4, during the period of 12 months from the date of this letter you will not, and you will procure that your Affiliates and any person acting in concert with you or your Affiliates (in each case excluding any such person to whom we have not disclosed Confidential Information) will not, without our prior written consent, directly or indirectly solicit, endeavour to entice away or offer to employ or to enter into any contract for services with any person who is at any time during those negotiations working for us or any other member of the Group (whether as an employee or consultant or independent contractor) in a senior capacity and with whom you have had direct contact in connection with the negotiations relating to the Transaction, whether or not that person would commit any breach of his or her contract by ceasing to work for us or the member of the Group concerned.
- 7.4 Nothing in sub-paragraphs 7.1, 7.2 or 7.3 will prevent you or your Affiliates and any person acting in concert with you or your Affiliates from considering and accepting an application made by any such person or employee in response to a recruitment offer or bona fide employment advertisement published generally and not specifically directed at the employees of any member of the Group or following the cessation of such person's employment with the Group.

8. Standstill

- 8.1 Without prejudice to any obligations which you may have under the Code, in addition to your obligations under paragraph 7, you agree that from the date of this letter until the date falling 12 months after the date of this letter, you will not and will procure that your Affiliates and any person acting in concert with you will not (directly or indirectly) without our prior written consent:
- (A) acquire or offer to acquire or enter into any agreement, arrangement or understanding (whether legally binding or not) to acquire or offer to acquire any interest in any securities of Aquis;
 - (B) enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes (directly or indirectly) obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any securities of Aquis;

- (C) enter into any agreement, arrangement, understanding or transaction or do any act as a result of which: (i) you or any person acting in concert with you; or (ii) your Affiliates or any person acting in concert with them, will become obliged or required (whether under the Code or otherwise) to make any general offer or invitation to acquire any securities of Aquis;
 - (D) enter into any agreement, arrangement or understanding (whether legally binding or not) with any other person relating to or in connection with the making by such person (or other person acting in concert with such person) of any offer, invitation or solicitation for any securities of Aquis;
 - (E) contact any shareholder of Aquis with a view to:
 - (i) entering into an agreement, arrangement or understanding described in sub-paragraph 8.1(B); or
 - (ii) seeking irrevocable undertakings or letters of intent in any form in connection with the Transaction;
 - (F) enter into any contract for differences, spread bet or similar arrangement with reference to the price of securities of Aquis, grant, accept, acquire, dispose of, exercise or discharge any option to acquire or dispose of Aquis securities, or enter into, terminate, assign or novate any stock lending agreement in respect of Aquis securities; or
 - (G) announce any proposal to do any of the matters referred to in sub-paragraphs (A) to (F) above.
- 8.2 If: (i) you; or (ii) your Affiliates over which you, directly or indirectly have control acquire any interest in securities of Aquis in breach of sub-paragraph 8.1, then on request by us (without prejudice to any other right we have under this letter) you will dispose of (or exercise any voting rights and use all powers vested in you as a holder of securities or through any contractual arrangements to ensure the disposal of) such interest within 30 days.
- 8.3 If: (i) any person acting in concert with you; or (ii) your Affiliates over which you, directly or indirectly, do not have control, acquire any interest in securities of Aquis in breach of sub-paragraph 8.1, then on request by us (without prejudice to any other right we have under this letter) you will use reasonable endeavours to dispose of (or exercise any voting rights and use all powers vested in you as a holder of securities or through any contractual arrangements to ensure the disposal of) such interest within 30 days.
- 8.4 The restrictions contained in sub-paragraph 8.1 shall not apply:
- (A) if we have provided our prior written consent to you taking the relevant action;
 - (B) from the time that you or any person acting in concert with you makes, or announces a firm intention to make, a general offer to acquire shares carrying over 50% of the voting rights (as defined in the Code) in Aquis which has been recommended by the board of directors of Aquis;

- (C) if any third party makes or announces a firm intention to make, an offer which, if accepted in full, would result in that third party holding shares carrying over 50% of the voting rights (as defined in the Code) in Aquis (including by way of scheme of arrangement);
- (D) if an announcement pursuant to the Code is made by a third party or Aquis in connection with a possible offer for Aquis by a third party;
- (E) if any person shall have become interested in securities which represent the higher of:
(a) more than 15% of the voting rights (as defined in the Code) in Aquis; and (b) more than 5% of the voting rights (as defined in the Code) in Aquis in excess of the percentage of such voting rights attaching to those securities in which the relevant person held interests as at the date of this letter;
- (F) if Aquis enters into or announces that it is proposing to enter into a reverse takeover (as referred to in the Code) or announces a proposal to seek shareholder approval for a third party to avoid making an offer which would otherwise be required under Rule 9 of the Code;
- (G) following any third party entering into an agreement with Aquis or any other member of its group to acquire all or substantially all of the undertakings, assets or business of Aquis or its Group;
- (H) so as to prevent you from acquiring any company which holds any interest in securities of Aquis except where the principal reason or one of the principal reasons for the purchase is to acquire an interest in securities of Aquis; or
- (I) so as to prevent any of your concert parties from taking any action in the normal course of their investment or advisory business, provided such action did not arise, directly or indirectly, from the instructions of, or otherwise in conjunction with or on behalf of you and that no Confidential Information shall be used in connection with such activities.

8.5 The provisions of paragraph 8.1 shall not apply to (i) dealings by any exempt principal trader in the same group as your financial adviser provided any dealings comply with Rule 38 of the Code; and (ii) the acquisition or disposals of interest in securities of Aquis in the ordinary course of business by any person which is an investment banking and/or full service security firm, provided that such activities did not arise, directly or indirectly, from the instructions of, or otherwise in conjunction with or on behalf of, you and that no Confidential Information shall be used in connection with such activities.

9. Duration

The obligations undertaken by you under this letter will expire on the earlier of (i) 24 months from the date of this letter; and (ii) the date of completion of the Transaction, except where expressly provided otherwise in the terms of this letter. Such expiry shall be without prejudice to any rights and liabilities which may have accrued before such expiry.

10. Principal

You confirm that you are acting in this matter as principal and not as nominee, agent or broker for or acting in concert with any other person and that you will be responsible for your own costs whether incurred by yourselves or your Agents in considering or pursuing the Transaction (whether or not it proceeds) and in complying with the terms of this letter.

11. No offer

You agree that all Information, whether containing Confidential Information or otherwise, made available to you or your Agents prior to, in the course of, or for the purpose of, negotiations in relation to the Transaction, will not constitute an offer, inducement or invitation by, or on behalf of, ourselves, nor will those documents nor the Information contained in them form the basis of, or any representation in relation to, any contract.

12. No representations

12.1 You acknowledge that no responsibility is accepted, and no representation, undertaking or warranty is made or given, in either case expressly or impliedly, by us or by any other member of the Group or our respective Agents as to the accuracy or completeness of the Confidential Information or any other Information supplied or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same.

12.2 You further acknowledge that you will be responsible for making your own decisions on the Confidential Information and the Transaction.

12.3 Accordingly, you agree that neither we nor any other member of the Group nor our respective Agents will be liable for any direct, indirect or consequential loss or damage suffered by any person resulting from the use of the Confidential Information or any other Information supplied, or for any opinions expressed by any of them, or any errors, omissions or misstatements made by any of them in connection with the Transaction.

12.4 You agree that you will not place any reliance on any statement, representation, warranty or covenant (written, oral or in any other media) made by us or any other member of the Group or our respective Agents in connection with the Confidential Information, the Transaction or any other matter contemplated hereby.

12.5 Each statement in this paragraph is made subject to the terms of any definitive written agreement or agreements entered into between the parties relating to the Transaction and has no application in the case of fraud.

13. Insider dealing and market abuse

You acknowledge and agree that:

(A) the Confidential Information is provided to you in confidence and you will not engage in any behaviour while in possession of the Confidential Information which would amount to market abuse or insider trading for the purposes of, or is otherwise prohibited under, UK MAR; and

- (B) the Transaction and some or all of the Confidential Information may constitute inside information for the purposes of the Criminal Justice Act 1993 (“**CJA**”) and accordingly by receiving such Confidential Information you may become an “insider” and subject to and in accordance with applicable law, you may not deal in securities that are price-affected securities (as defined in the CJA) in relation to any such inside information, encourage another person to deal in price-affected securities or disclose the Information except as permitted by the CJA before the Confidential Information has been made public.

14. Contracts (Rights of Third Parties) Act 1999

- 14.1 The provisions of this letter confer benefits on the persons specifically referred to in sub-paragraph 1.2 (each a “**Third Party**”) and, subject to the remaining terms of this paragraph 14, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 14.2 Notwithstanding sub-paragraph 14.1 of this letter, this letter may be rescinded or varied in any way and at any time without the consent of any Third Party.
- 14.3 Save as provided in sub-paragraph 14.1 of this letter, a person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

15. General

- 15.1 You confirm that you are able to receive Confidential Information without contravention of any legal restrictions in the jurisdiction in which you reside or conduct business.
- 15.2 You acknowledge and agree that damages alone may not be an adequate remedy for any breach of this letter and/or breach of confidence. Accordingly, we may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter and/or breach of confidence.
- 15.3 No failure or delay in exercising any right, power or privilege under this letter will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise. No modification to this letter or any waiver granted by us, any other member of the Group or our respective Agents in respect of any action taken by you will be effective unless agreed in writing by us.
- 15.4 To the extent that any Confidential Information is covered or protected by privilege, then disclosing such Information to you or otherwise permitting disclosure of it does not constitute a waiver of privilege or any other rights which we or any other member of the Group or our respective Agents may have in respect of such Confidential Information.
- 15.5 The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 15.6 This letter will enure to the benefit of, and be enforceable by, our successors and assigns and you agree to procure that its terms are observed by any successors and assigns of your

business or interests or any part thereof as if they had been party to this letter. You acknowledge and agree that we may assign the benefit of this letter in whole or in part to any person(s) who purchase all or part of Aquis or its assets.

- 15.7 You acknowledge and agree that no right or licence is granted to you in relation to the Confidential Information except as expressly set forth in this letter.
- 15.8 The provisions of this letter will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.
- 15.9 This letter and the documents referred to or incorporated in it constitute the entire agreement between the parties relating to the subject matter of this letter.
- 15.10 Any consent to be given by us under the terms of this letter may be given on such terms as we determine or may not be given.
- 15.11 This letter may be executed in any number of counterparts and by the parties to it on separate counterparts, but will not be effective until each party has executed at least one counterpart. Each counterpart will constitute an original of this letter, but all the counterparts will together constitute but one and the same instrument.
- 15.12 This letter is to be governed by, and construed in accordance with, English law. Any matter claim or dispute arising out of or in connection with this letter, whether contractual or noncontractual, and the relationship between the parties and the conduct of any negotiations in relation to the Transaction are to be governed by and determined in accordance with English law. Each party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this letter or the relationship between the parties or the conduct of any negotiations in relation to the Transaction.
- 15.13 You hereby irrevocably appoint the person identified below as your agent for service of process in England and Wales.

We should be grateful if you would confirm your acceptance of the terms of this letter by signing and returning to us the enclosed copy of this letter.

Yours sincerely,

A large black rectangular redaction box covering the signature of Richard Fisher.

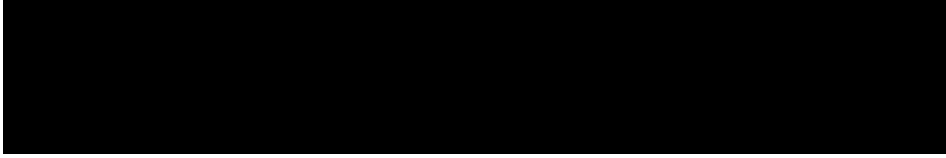
Richard Fisher, Chief Financial Officer

for and on behalf of
Aquis Exchange plc

Notices to:

A black rectangular redaction box covering the name of the recipient.A black rectangular redaction box covering the address of the recipient.

Agreed and accepted




Johannes Bungert

Christopher Davis

for and on behalf of
SIX Exchange Group AG

Date: 19 September 2024

Agent for service:
SIX Financial Information UK Limited


4th Floor Exchequer Court, 33 St. Mary Axe
London, England, EC3A 8AA