

OneChronos Liquidity Provider Scheme Agreement and Declaration

1. Introduction

This Liquidity Provider Scheme Agreement (this “**Agreement**”) is made between:

OneChronos Markets NL B.V., a Multilateral Trading Facility (“**MTF**”) regulated under EU financial services law (“**OneChronos**” or the “**Operator**”),

and

_____, a registered Subscriber of the MTF operated by OneChronos (the “**Liquidity Provider**” or “**Participant**”).

This Agreement sets out the terms and conditions under which the Liquidity Provider agrees to participate in the OneChronos Liquidity Provider Scheme (“**LPS**”) on the terms and conditions set forth herein.

This Agreement does not constitute, and is not intended to constitute, a market making agreement or arrangement pursuant to Delegated Regulation (EU) 2017/578. The Liquidity Provider is under no obligation to provide simultaneous two-way quotes or maintain presence throughout the trading day.

2. Definitions

In addition to definitions of terms provided elsewhere in the Agreement, the following definitions shall apply in this Agreement:

Declaration: The information and certification provided by the Participant set forth in Section 10 of this Agreement.

Nominated Client: The client of the Participant set forth on the Declaration whose trading activity is conducted on a proprietary basis using the client’s own capital, and who may be eligible for participation in the LPS, subject to prior written declaration by the Participant as specified herein and approval by OneChronos.

Principal Trading Activity: Trading activity conducted solely using the Participant’s own capital, for its own account and risk, and not involving the execution of client orders or any form of agency or fiduciary activity.

Subscriber: An entity that has entered into a Subscriber Agreement with OneChronos.

3. Participation and Eligibility

- 3.1. To be eligible for the LPS, Participant must be a Subscriber and certifies that it is engaging in one of the following types of trading activity on the MTF operated by OneChronos (the applicable trading activity, Participant’s “**Eligible Activity**”) :

1. Conducting Principal Trading Activity on the MTF operated by OneChronos; or
 2. Providing trading services for a Nominated Client on the MTF operated by OneChronos.
- 3.2.** In addition to the information requested in this Agreement, Operator reserves the right to request supporting documentation and information with respect to Participant's compliance with the this Agreement, the Eligible Activity, and to conduct audits from time to time with respect to the nature of Participant's trading activity and the information provided in the Declaration.

4. Liquidity Provider Participation Terms

- 4.1.** To qualify for Liquidity Provider Pricing, the Participant will be assessed on whether the Eligible Activity meets the applicable thresholds or other applicable criteria outlined in the OneChronos Markets NL B.V. Fee Schedule, as may be amended from time to time, published on the OneChronos website at <https://www.onechronos.com/products/european-equities>. Neither the activity thresholds nor the other applicable criteria are mandatory obligations, and failure to meet them will not constitute a breach of this Agreement, but may affect eligibility for Liquidity Provider Pricing. Participation in the LPS does not impose any obligation to provide continuous or two-sided quotes, nor to engage in algorithmic trading. Eligible Activity is reviewed solely to determine eligibility for Liquidity Provider Pricing.
- 4.2.** Participant shall submit a separate OneChronos Liquidity Provider Scheme Agreement for each distinct set of "Eligible Activity" (i.e., for conducting principal trading and for each different Nominated Client). The applicable Liquidity Provider Pricing applicable to Participant shall be determined solely with reference to the "Eligible Activity" specified within each respective agreement. Trading activity will not be aggregated across multiple OneChronos Liquidity Provider Scheme Agreements or multiple trading activities for the purpose of calculating incentive pricing or benefits available to Participant.

5. Declaration for Proprietary Activity

By signing this Agreement, with the 'Subscriber LPS enrolment' box selected in the Declaration, the Participant declares and agrees that all trading activity submitted under the LPS meets the Eligibility Criteria, and does not include any underlying client orders.

This Agreement and Declaration form must:

- Specify which FIX ID/s¹ are enrolled into the LPS scheme, or
- Indicate that all of the Participant's FIX IDs are enrolled.

The Participant acknowledges and accepts that OneChronos reserves the right to verify this Declaration at any time.

¹ For purposes of this Agreement, "FIX ID" means the unique identifier assigned by the Participant and populated in FIX tag 20001 on each relevant order-entry message. It is distinct from the FIX session CompID. Where a FIX ID is enrolled for a Nominated Client, that identifier must be used exclusively for orders originating from that Nominated Client, as further described in [Section 6](#).

6. Declaration for Nominated Clients

By signing this Agreement with the 'Nominated Client LPS enrolment' box selected in the Declaration, the Participant declares and agrees that the trading activity submitted under the LPS originated in a proprietary capacity from the Nominated Client, and originated directly from the Nominated Client, without intermediation, third-party routing, or representation of underlying client orders.

For each Nominated Client, the Participant must submit a separate Agreement, with the accompanying Declaration form that:

- Identifies the Nominated Client;
- Specifies dedicated FIX ID(s) used exclusively by the Nominated Client; and,
- Confirms that all such orders will originate directly from the Nominated Client intermediation, third-party routing, or representation of underlying client orders.

The Participant acknowledges and accepts that OneChronos reserves the right to verify this declaration at any time.

7. Verification and Revocation

OneChronos may revoke Participant's participation in the LPS, any related incentives, or registration in the event of:

- Misrepresentation;
- Participant failing to meet the Eligibility Criteria;
- Non-compliance with this Agreement, the Subscriber Agreement between the Participant and OneChronos, or the LPS terms and conditions; and
- Participant failing to meet the applicable thresholds of the LPSs.

The Operator reserves the right to recover any fees or other incentives improperly granted as a result of inaccurate or misleading declaration(s).

8. Amendments and Termination

- 8.1.** This Agreement may be terminated by either party with 5 business days notice' via email. Where the Participant wishes to terminate this Agreement, notice should be sent to ops_europe@onechronos.com.
- 8.2.** Notwithstanding the foregoing, OneChronos reserves the right to terminate this Agreement immediately, without prior notice, if the Participant fails to meet the Eligibility Criteria for the LPS, or if such termination is required to comply with applicable laws, regulations, or directives issued by any competent authority.
- 8.3.** Please refer to <https://www.onechronos.com/products/european-equities> for the latest OneChronos Fee Schedule including the LPS obligations and fees.

- 8.4.** OneChronos may amend the LPS, its instruments, or incentive structure with reasonable notice to the Participant or immediately if required to comply with applicable laws, regulations, or directives issued by any competent authority. Participant's participation in the LPS shall constitute acceptance of such amendments.
- 8.5.** Except as otherwise provided herein, any notices, communications, or other formal correspondence required or permitted under this Agreement shall be provided in accordance with the notice provisions set forth in the Subscriber Agreement between the Participant and OneChronos.

Please refer to <https://www.onechronos.com/products/european-equities> for the latest OneChronos Fee Schedule including the LPS obligations and fees.

9. Governing Law

Any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or the LPS shall be governed by and construed in accordance with the laws of the Netherlands, and be subject to the exclusive jurisdiction of the courts of the Netherlands, and Participant irrevocably waives any and every objection to the exercise of jurisdiction by the Dutch courts on grounds that such courts are not a convenient or appropriate forum or otherwise.

10. Declaration

The undersigned, a duly authorized representative of the Participant, hereby declares, acknowledges, and agrees to the following statements and conditions in connection with participation in the LPS. The Participant certifies that all information provided herein is true, accurate, and complete as of the date of execution of this Agreement, and undertakes to promptly notify OneChronos in writing of any changes to such information that may affect its eligibility or status under the LPS.

Please select the relevant box:

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☐

Subscriber LPS enrolment (please complete section 10.1)

Nominated Client LPS enrolment (please complete section 10.2)

- 10.1.** Subscriber FIX IDs for enrolment, please write 'all' if applicable:

10.2. If Nominated Client LPS enrolment selected, the following details are required:

Nominated Client Name:

Subscriber FIX IDs dedicated exclusively to Nominated Client for enrolment:

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorised signatories:

10.3. For and on behalf of the Participant

Signatory 1		Signatory 2 (if required)	
Signature		Signature	
Signatory Name:		SignatoryName:	
LEI:		LEI:	
Registered Address:		Registered Address:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

10.4. For and on behalf of OneChronos

Signature	
Signatory Name:	
Title:	
Date:	