



## GENERAL TERMS OF SERVICE OF THE BETA MARKET

Reference no. of CEO resolution(s) to go into effect:	Effective date:
3/BÉTa/2017 (19.12.2017)	3 January, 2018
1/BÉTa/2018 (20.02.2018)	21 February, 2018
3/BÉTa/2018 (26.09.2018)	1 October, 2018
5/BÉTa/2018 (13.12.2018)	1 January, 2019
7/BÉTa/2018 (20.12.2018)	7 January, 2019
3/BÉTa/2019 (29.11.2019)	2 December, 2019
3/BÉTa/2019 (29.11.2019)	1 January 2020
2/BÉTa/2020 (08.09.2020)	9 September 2020
5/BÉTa/2020 (01.12.2020)	2 December 2020
3/BÉTa/2022 (29.04.2022)	2 May 2022
2/BÉTa/2023 (09.03.2023)	9 March 2023
4/BÉTa/2024 (08.05.2024)	13 May 2024

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**BOOK ONE**

**REGULATIONS OF TRADING ON AND OPERATION  
OF THE BETA MARKET**

## PART I: GENERAL PROVISIONS

### Chapter 1

#### PURPOSE, SUBJECT MATTER, FUNDAMENTAL PRINCIPLES, EFFECT

#### 1. Purpose, subject matter, fundamental principles, effect of the Regulation

##### 1.1. Purpose

These Regulations of the Budapest Stock Exchange Plc. on the General Terms of Service of the BETa Market – Book One the “Regulations of trading on and operation of the beta market” (hereinafter: Regulation) are designed to ensure a transparent, controlled framework for trading in the Securities registered on the BETa Market organised and operated by the Market OperatorMarket Operator and to thereby ensure that the investors receive information about the Securities registered on the BETa Market in accordance with statutory requirements.

##### 1.2. Subject Matter

The subject matter of the Regulation is the Registration of Securities on the BETa Market; to specify the rights and obligations of the Market Operator and the persons subject hereto in connection with participation in trading, trading, and transaction rules; to define the pricing; as well as to set forth the related rules of procedure in line with the purpose referred to above.

##### 1.3. Fundamental Principles

###### 1.3.1. General principles

The application and interpretation of this Regulation shall be subject to the following principles:

- a) each affected party shall exercise the rights and perform the obligations arising from the Regulation in good faith;
- b) unless provided otherwise, the burden of proof in a dispute shall lie with the party interested in having a statement accepted as true in said dispute;
- c) any interpretation of the Regulation shall be in line with the general principles of legal interpretation, with professional standards, and with common practice;
- d) each affected party shall exercise the rights and perform the obligations arising from the Regulation in accordance with the general interest of the market;
- e) the provisions of the Regulation are binding, and deviations are only allowed in the cases specified in the Regulation; any issues not specifically provided herein shall be handled in accordance with the statutory regulations in effect.

###### 1.3.2. Specific principles

With regard to the operation of the Market the following specific principles are also applicable.

- a) the Market Operator shall ensure non-discriminatory access to the Market;
- b) the Market Operator shall ensure an honest, reliable and transparent bidding scheme and efficient price formation;
- c) the Market Operator shall continuously ensure the compliance with the rules set forth in the Investment Services Act;
- d) the Market Operator shall ensure the safe and efficient settlement of the Market transactions through KELER.

##### 1.4. Scope

The personal scope of this Regulation covers the Market Operator, its officers and employees, the persons holding the right to trade on the Market and the traders. With regard to the aforementioned

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persons the provisions of the Regulation are mandatory at all times. The Regulation covers all matters related to the operation of the Market and other matters not settled in the Regulation.

### 1.5. Underlying regulation

Upon the entry into force of the amendments made by CEO Resolution No. 1/BETa/2014, Act V of 2013 on the Civil Code shall govern the present Regulations and from this date this law as well as the other laws of Hungary in effect will be applicable for all legal relations that are under the scope and effect of the present Regulations.

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## Chapter 2

### DEFINITIONS

The application of the Regulation shall be subject to the following definitions interpreted as it is described below.

- Account Identification (Act):** It defines the type of account related to the Order or Quote.
- Active Order:** A non-cancelled Order placed by a Trader in the BETa Market Trading Systems appropriately with correct content corresponding to the terms of the particular period.
- Auction Phase:** Collective name of trading phases consisting of a Call phase and a Price determination phase.
- Auction Price:** The last equilibrium Price generated in the Auction Phases or in the Volatility Interruption.
- Average Price:** Notwithstanding any provision to the contrary herein, the Average Price of a Security shall be the mathematical average of trade Prices of the particular Security in a given period, weighted with the quantities involved in the transactions, excluding all transactions that arise from Negotiated TransactionsTransactions.
- Base Price:** With respect to a given Security, the last transaction Price generated before the given Trading Day. The Market Operator may, in justified cases, modify the Base Price.
- BETa Market Rules:** All rules in effect related to the operation of the BETa Market accepted by the Market Operator (especially: the current Regulation).
- BETa Market Trading Systems:** The hardware and software components operated by the Market Operator or its agent(s) collectively (including but not exclusively the front-ends, interfaces, protocols, as well as network tools, communications lines) up to the System Access Point, through which trading takes place. The BETa Market Trading Systems include the Xetra-T7 and the MMTS trading systems, and all IT systems that make electronic trading on the Exchange possible, which the Exchange introduces for this purpose, including the rental of such system and the use thereof within the frameworks of an outsourced activity.
- CEO:** The Chief Executive Officer of the Budapest Stock Exchange Plc.
- Civil Code:** Acronym for Act V of 2013 on the Civil Code (the Hungarian Civil Code).
- Clearing Member:** Definition determined in the General Business Rules of KELER in effect.
- Closed Order Book:** The Orders arranged in the Order Book are invisible for the brokers.
- Closing Price:** The Price of the last trade in a particular Security, excluding transactions from Negotiated TransactionsTransactions. If no transaction has occurred in the Security on the given Trading Day (excluding transactions from Negotiated TransactionsTransactions), no Closing Price can be established. If no transaction has occurred yet in the Security since its Registration, the Closing Price cannot be established either.

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<b>CMA:</b>	Acronym for Act CXX of 2001 on the Capital Market (Capital Market Act).
<b>Connection Technology:</b>	Refers to the totality of software components (interfaces, applications, frontend tools) via which the Trader may connect to the BETa Market Trading Systems from a remote location for trading purposes.
<b>Counteroffer:</b>	An Order in the opposite direction.
<b>Cross Trade:</b>	A transaction where the same Trader is at both the buy side and the sell side of the transaction.
<b>DEA (Direct Electronic Access):</b>	Direct electronic access, that may be Direct Market Access (Direct Market Access - DMA) or Sponsored Access (Sponsored Access - SA)
<b>Distributor(vendor):</b>	The person distributing data published by the Market Operator under a distribution agreement with the Market Operator.
<b>Dynamic Price Range:</b>	In respect of a given Security, the Dynamic Price Range implies a range of deviation from the Reference Price of the Dynamic Price Range, determined in percentage.
<b>ESMA:</b>	European Securities and Markets Authority
<b>Executable Order:</b>	Order entered in the Order Book that in respect of the Order Parameters is able to match with Orders from the opposite side of the Order Book.
<b>Execution Restriction:</b>	Order Parameter set in the Order, defining the conditions of Order execution during trading.
<b>Extended Volatility Interruption:</b>	Extension of the Volatility Interruption when the Indicative Transaction Price generated in the Call phase or Extended Call phase of the Volatility Interruption falls outside the multiple of the Dynamic Price Range determined by the Market Operator.
<b>Freeze Phase:</b>	Phase applied within the Extended Volatility Interruption, during which Orders cannot be entered, modified or withdrawn.
<b>Home Market:</b>	The stock exchange or regulated market determined by the Market Operator on which the Instrument is listed.
<b>Inactive Stop Order:</b>	The entered Stop Order after which no transaction has yet been concluded at an equal or better Price than the given Activation Price.
<b>Introduction Price:</b>	The Price defined during the Registration of a Security.
<b>ISA:</b>	(Investment Services Act) Act CXXXVIII of 2007 on Investment Firms, Commodities Brokers and the Rules of their Activities.
<b>ISIN Code:</b>	(International Security Identification Number) 12-character-long international identification number used to unequivocally define a particular series of Securities.
<b>KELER:</b>	In terms of the Regulation, the collective name for the Central Clearing House and Depository (Budapest) Ltd. and the KELER Central Counterparty Ltd., meaning any or both of the companies.
<b>Lot Size:</b>	The smallest, indivisible quantity of an Order for a Security, i.e. one piece. Orders for Securities can only be entered for the given Lot Size or an integral multiple thereof.



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<b>Main Trading Phase:</b>	The trading period in which the trading phases pertaining to the different Trading Models follow one another.
<b>Market (BETa Market):</b>	The multilateral trading facility (MTF) in accordance with ISA, operated by the Market Operator, named BETa Market.
<b>Market Maker:</b>	An Exchange Member of the Market Operator's Equities Section who holds a right to trade in the BETa Market and who undertakes to quote bid and ask Orders under the conditions defined in the Regulation. On the BETa Market the Market Maker is called a Designated Sponsor.
<b>Market Operator:</b>	The operator of the BETa Market in accordance with ISA, i.e. the Budapest Stock Exchange Ltd (registered seat: floor 4, 55 Krisztina krt. Budapest HU-1525, e-mail: <a href="mailto:info@bse.hu">info@bse.hu</a> , website: <a href="http://www.bse.hu">www.bse.hu</a> , phone: +36 1 429 6857, Fax: +36 1 429 6800)
<b>Member Internal Order Number:</b>	Free-text field to be optionally filled by entering an Order.
<b>MiFID II:</b>	Directive 2014/65/EU of the European parliament and of the Council of May 15 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU
<b>MiFIR:</b>	Regulation (EU) no 600/2014 of the European parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012
<b>Multiple Quantity:</b>	Upon trading of a Security, the trading unit of an Order, which may be the integer multiple of the Lot Size.
<b>Non-persistent Order:</b>	A non-persistent Order that will be voided from the Order Book once the particular Security is Technically Halted or Suspended.
<b>On Behalf:</b>	During Order entry it indicates that the Order was entered by the broker on behalf of another broker of the same Trader.
<b>Opening Price:</b>	The Price of the first transaction in a Security on a particular Trading Day. If no transaction is concluded in a particular Security on a particular Trading Day, the Opening Price cannot be established.
<b>Order Book:</b>	Electronic records continuously accessible to Traders designed to systematically capture and structure aggregated and in detail the buy and the sell Orders that are entered for each Security and are waiting for execution in the BETa Market Trading Systems according to their Price and time priority, without specifying who entered the Order.
<b>Order Parameter:</b>	The collective name of the Validity Restrictions, Trading Restrictions and Execution Restrictions that can be set when entering an Order.
<b>Order with Better Price:</b>	In the case of bids, the Order with the higher Price, and in the case of offers, the Order with the lower Price.
<b>Overall Volume:</b>	Quantity determined in case of an Iceberg Order that implies the total volume of the Order.
<b>Peak Quantity:</b>	In case of an Iceberg Order, it is the quantity that can be observed in the Order Book in the Continuous Trading phase.
<b>Persistency:</b>	Order Parameter that determines the duration of the Order, however, in the event of a Technical Suspension or Suspension of a Security, both

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	Non-Persistent and Persistent Orders, and Quotes will be deleted from the Order Book.
<b>Persistent Order:</b>	Persistent Order, which is nevertheless deleted from that remains in the Order Book in case of a Technical Halt or a Suspension of a given Security.
<b>Post-Trading Phase:</b>	Trading phase succeeding the Main Trading Phase, during which transactions cannot be concluded.
<b>Pre-Trading Phase:</b>	Phase preceding the Main Trading Phase, during which transactions cannot be concluded.
<b>Price:</b>	For a Security traded in the BETa Market Trading Systems it is a value expressed in a currency specified in the Securities List.
<b>Public Order Book:</b>	Systematic Orders in the Order Book that are visible for all brokers.
<b>Quote:</b>	A two-sided Order entered by a Market Maker.
<b>Random-end:</b>	Closure of the Call phase at a random time within a given time interval.
<b>Reference Price:</b>	For each Security, the Reference Price is always the value based on the Price of the last executed transaction. When registering a new Security, before the first transaction, the Reference Price is the Listing Price determined by the Market Operator.
<b>Reference Price of the Dynamic Price Range:</b>	The Price of the last executed transaction in a particular Security.
<b>Reference Price of the Static Price Range:</b>	The last Auction Price generated on the given day in a particular Security. In absence of such an Auction Price, it implies the Base Price of the Security.
<b>Registration:</b>	The inclusion of a Security on the Securities List.
<b>Security:</b>	Transferable security registered on the Market by the Market Operator.
<b>Securities List:</b>	List of Securities registered for trading on the Market.
<b>Settlement Location:</b>	This expression implies KELER and KELER CCP Ltd.
<b>Stand-By Exchange Trading System:</b>	The central computer system with the same functionality as that of the BETa Trading Systems but operating in a place geographically separated from the place of operation thereof, for conducting BETa Market automatic trading, and the related communication network.
<b>Stand-by BETa Market Trading Workstation:</b>	Front-end trading software running on the personal computers owned by the Market Operator and installed at the Seat of the Market Operator, enabling connection to the BETa Trading Systems.
<b>Static Price Range:</b>	In respect of a given Security, the Static Price Range implies a deviation from the Reference Price of the Static Price Range determined in percentage.
<b>Stop Limit:</b>	The Price given when entering a Stop, Trailing Stop or OCO Order; when a transaction is concluded at this Price or better, the Stop Order and the Trailing Stop Order become Active Order, OCO Order becomes Market Order.

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<b>Sub-clearing Member:</b>	Definition determined in the General Business Rules of KELER in effect.
<b>Supervisor:</b>	Employees defined as such in Section 9. in Chapter 6 in this regulation.
<b>Supervisory Authority:</b>	Magyar Nemzeti Bank [seat: 55 Krisztina krt., Budapest, H-1122, Hungary; PE.: 6 Krisztina krt., Budapest, H-1122 central postal address: Central Bank of Hungary, Budapest H-1534 P.O. BOX 777; central phone no.: +36-1-428-2600; central fax no.: +36-1-429-8000; website: <a href="http://felugyelet.mnb.hu/">http://felugyelet.mnb.hu/</a> ].
<b>Tick Size:</b>	The smallest change in Price for a Security specified in the Securities List.
<b>Technical Halt:</b>	Halt in the trading of a Security following a trading restart because of a fault in the BETa Market Trading Systems or a modification of trading parameters (such as the Base Price), or in particularly justified cases, in order to ensure uninterrupted trading.
<b>Total Value:</b>	A value calculated in respect of each Security; it is the result of multiplying the quantity specified for the basic denomination by Price (HUF).
<b>Trade-at-Close indicator:</b>	Order parameter determines whether the Order will participate in the Trade-at-Close trading or not.
<b>Trader:</b>	Legal entity who signed a trading agreement with the Market Operator and acquired the right to trade on the Market.
<b>Trade Matching Algorithm:</b>	A pre-defined principle and method of calculation that specifies the manner of matching Orders to create a transaction as well as the quantity and Price at which a transaction is concluded.
<b>Trader's Trading System:</b>	Refers to the concept defined as such in the Regulations on BETa Technical Connection.
<b>Trading Model:</b>	A predetermined construction of trading rules and trading phases, a trading environment with well-defined frame of trading rules.
<b>Trading Day:</b>	Every working day unless Market Operator declares it non-trading day.
<b>Trading Restriction:</b>	An Order Parameter that can be filled in optionally when entering an Order, which defines the trading phase where the Order is considered valid.
<b>Volatility Interruption:</b>	Trading phase for the purpose of controlling and handling the Price movements. It contains a Call phase with a pre-determined maximum time length and, if possible, a Price determination sub-phase.
<b>Volume Weighted Average Spread:</b>	For a given transaction size, the difference between the volume weighted bid and offer Average Prices in the Order Book, calculated on the basis of Orders visible in the Order Book at the time being.
<b>Website:</b>	The Market Operator's website on <a href="http://www.bet.hu">www.bet.hu</a> .

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**WKN Number:** Number for identifying a particular Security series in the BETa Market Trading Systems.

Any terms used herein and not defined in this section shall be interpreted in accordance with the definitions in the CMA.

## PART II: SPECIAL PROVISIONS

### Chapter 3

#### POWERS OF THE MARKET OPERATOR

#### 2. Powers of the Market Operator

2.1. The Market Operator is entitled to decide in the following matters:

- a) Establishment and modification of the BETa Market Rules;
- b) Registration of a Security, suspending the trading of a Security, deregistering a Security from the Securities List;
- c) Granting, suspending or cancelling trading rights;
- d) Modifying the Securities List;
- e) Scheduling trading hours;
- f) Scheduling trading holidays;
- g) Cancellation of Orders in accordance with the Regulation;
- h) Suspending trade under extraordinary circumstances;
- i) Specifying the Daily Order Limit and Order Peak Limit;
- j) Applying trading phases;
- k) Ordering a suspension or a Technical Halt in trading;
- l) Modifying the Base Price and the Reference Price;
  
- m) Modifying the Dynamic and Static Price Ranges;
- n) Determining the parameters of Iceberg Orders;
- o) Specifying the Order types permitted in the BETa Market Trading Systems;
- p) Determining the maximum length of time for Random-ends;
- q) Determining the percentage values of the Dynamic and Static Price Range for each Security;
- r) Determining the length of time of the Call phase and Extended Call phase during the Volatility Interruption;
- s) Determining the multiple of the Dynamic Price Range to replace the Extended Volatility Interruption;
- t) Based on the resolution issued by the Supervisory Authority, restricting the taking up of short positions;
- u) Deviation from the rules herein under extraordinary circumstances;
- v) In case of all securities, the determination of the minimum Order value of Negotiated Transactions.
- w) determining the values of the load capacity thresholds of the BETa Trading systems;
- x) suspending the possibility of concluding transactions by Negotiated Deals in liquid equity instruments according to Section 25.2
- y) determining the ratio of unexecuted orders to transactions (OTR);
- z) determining and modifying the mechanisms that manage volatility;
- aa) determining and modifying the waivers applied by the Market Operator based on the waivers of the fulfilment of pre-trade transparency requirements permitted under MiFIR and approved by the Supervision;
- bb) determining the rules regarding Market Making activities;
- cc) negotiation of the miscellaneous terms of Market Maker agreements and concluding such agreements on behalf of the Market Operator;
- dd) specifying and modifying the Tick Size values, and specifying the dates of the regular reviews;
- ee) specifying corporate actions that will trigger the cancellation of Orders by the Market Operator;
- ff) modifying the Dynamic and Static Price Ranges in case certain events specified in the Regulations on Trading occur;
- gg) determining and modifying the applied maximum order limits.

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- 2.2. The rules of decision-making in issues within the competence of the work organization of the Market Operator, in particular which employee of the Market Operator is entitled to make decisions, as well as the rules of delegation and substitution are contained in the Regulation of the Budapest Stock Exchange Regarding Organisational and Operational Rules..The Market Operator's working organisation is entitled to decide on any other issue by Resolution, if the decision on the issue does not fall within the competency of any other body of the Market Operator specified explicitly in this regulation or the applicable laws.
- 2.3. Amendment of the Regulation is the exclusive competence of the Market Operator, who decides on the amendment and the date of entry into force via resolution.
- 2.4. The Market Operator publishes its resolutions on its Website.

## Chapter 4

### REGISTRATION, SUSPENSION AND DEREGISTRATION OF SECURITIES

#### 3. Basic Requirements for Securities Registration

3.1. Securities eligible for Registration on the Market are those which:

- a) – *deleted* –
- b) are listed for trading on a regulated market of an EEA member state; and
- c) are accepted for settlement at KELER as verified by a statement issued by KELER.

#### 4. Registration Procedure

4.1. The Market Operator decides on the Registration of a Security at his discretion and issues a resolution in accordance with the present Regulation. The fulfilment of all conditions set forth in Section 3.1 is a prerequisite to the Registration of all Securities.

4.2. Any Trader may apply for the Registration of a Security; however, only the Market Operator has the power to decide on the Registration in compliance with the provisions set forth in Section 4.1. The Market Operator may reject the Registration of the given Security even in the case it complies with all provisions of Section 3.1. The Market Operator must notify the Trader of the rejection of the Registration in writing.

4.3. After the Registration process, the Security is recorded on the Securities List.

4.4. The Securities List contains the following product features at minimum:

- a) Name;
- b) ISIN code ;
- c) Ticker symbol ;
- d) Currency of trading;

of the security.

4.5. The Securities registered on the BETA Market shall be in compliance at all times with the requirements of orderly, transparent and fair trading, even after the registration.

#### 5. Freezing, Technical Halts and Suspension of Trading in a Security

5.1. The Freeze Phase is a status applied in an Extended Volatility Interruption, during which Orders or Quotes for a Security may not be submitted or modified.

5.1.1. Any Order or Quote withdrawn during Freeze Phase will be placed in pending cancel status, and after the Freeze Phase, the order will enter the Price Determination phase.

5.2. The Market Operator decides on the application of the Freeze Phase and determines its duration.

5.3. The Market Operator's working organisation decides on the suspension of, and Technical Halts in, the trading of a Security by way of resolution.

5.4. Trading may be suspended in the following cases:

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- a) The trading in the Security is suspended on a regulated market referred to in Subsection 3.1 b);
- b) if the Security does not meet the requirements set out in the BETa Market Rules, unless such suspension would seriously jeopardise the interests of the investors or the orderly operation of the market.
- c) In accordance with pertaining provisions of law, without Market Operator resolution, in particular if the suspension of the given Security was requested by the Supervisory Authority;
- d) In other cases, at the discretion of the Market Operator .

The provisions of the relevant laws apply to the process of the Market Operator on the suspension of the trading or on the removal of the suspension of the trading

5.5. A Technical Halt in the trading of a Security may occur after a restart of trading following a technical glitch in the BETa Market Trading Systems, when modifying the Dynamic or Static Price Ranges, the Reference Price and, triggered by Market Operator resolution, in other particularly justified cases, in order to ensure uninterrupted trading.

5.6. During a Technical Halt, Orders or Quotes for a Security may not be submitted, modified, or withdrawn.

5.7. If the reason for suspension ceases to exist, or the Supervision requests the restoration of the trading during the suspension, the Market Operator restores the trading. After trading in a Security has been Technically Halted or suspended, trading will resume with an Auction Phase or a Post-Trading Phase.

5.8. The Market Operator publishes its resolution of the suspension and informs the Supervisory Authority.

### **6. Deregistration of Securities (Removal from the Securities List)**

6.1. The Market Operator decides on the deregistration of a Security and their removal from the Securities List by way of a resolution.

6.2. Deregistration may occur in the following cases:

- a) When a fixed term Security series reaches maturity;
- b) Conversion or withdrawal of entire Security series;
- c) When the issuer of the Securities is wound up or liquidated (with no legal successor);
- d) When the Securities are delisted from and are no longer traded on any regulated market referred to in Subsection 3.1. b);
- e) the Security does not meet the requirements of the BETa Rules, unless such delisting would seriously jeopardise the interests of the investors or the orderly operation of the market
- f) In case the Registration conflicts with a provision of law;
- g) The Supervisory Authority requested the deregistration;
- h) In other cases at the discretion of the Market Operator .

6.3. No claims may be made against the Market Operator by the issuers of the Securities, the Traders or investors regarding the suspension of, or Technical Halt in, the trading of the Securities or their deregistration (and their removal from the Securities List).

6.4. The provisions of the relevant laws apply to the deregistration process of the Market Operator. Deregistering a Security involves removal from the Product List



## Chapter 5

### RULES APPLICABLE TO TRADERS

#### 7. Right to Trade

7.1. In order to trade on the Market, Traders must sign a trading contract with the Market Operator. Traders eligible to sign the contract must hold the right to trade in the equity section of the exchange trading of the Budapest Stock Exchange Ltd, accordingly, the prior due diligence assessment shall be deemed conducted, if the Budapest Stock Exchange concluded during the due diligence prior to the granting the right to trade or during the annual assessment that the Trader is expected to be able to comply with the BETa Rules.

7.2. The Market Operator may suspend the Trader's right to trade in the following cases:

- a) When the Trader's right to trade is suspended in the equity section of the exchange trading of the Budapest Stock Exchange Plc.;
- b) If the Trader fails to comply with the margining requirements determined by KELER;
- c) When violating the loading levels determined by Book two of this regulation Connection or by the resolution of the Market Operator's working organisation;
- d) When the Trader severely or repeatedly breaches the provisions of this Regulation so that the suspension of the right to trade is justified;
- e) In other cases defined in Book two of this Regulation.

7.3. deleted

7.4. The Trader's right to trade terminates along with the trading contract in the following cases:

- a) At the Trader's request, with at least 30 days' notice period;
- b) When the right to trade of the Trader terminates in the equity section of the exchange trading of the Budapest Stock Exchange Plc.;
- c) When the Trader severely or repeatedly breaches the provisions of this Regulation so that the termination of the right to trade by the Market Operator is justified.

7.5. The Market Operator decides on the granting, suspension and termination of the right to trade by way of resolution.

7.6. The Trader accesses the BETa Market Trading Systems via its traders and a system defined in Book two of this Regulation by using a unique identifier, password and other security items (e.g. certificates and tokens) granted by the Budapest Stock Exchange Plc. for trading in the equity section.

#### 8. The Procedure for Monitoring Traders and Sanctions applicable by the Market Operator

8.1. The Market Operator may conduct on-site audits of Traders and request delivery of documents for inspection from Traders to check the enforcement of this regulation and Book two of this Regulation.

8.2. The Market Operator may perform joint on-site audits together with the Supervisory Authority and/or with KELER.

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- 8.3. The Market Operator may request affected Traders to submit written reports of audits performed by the Supervisory Authority. The Trader must send such reports to the Market Operator upon the Market Operator's written request.
- 8.4. On-site audits may be conducted at a Trader's premises by persons appointed by and holding a letter of authorization from the Market Operator.
- 8.5. The Market Operator may order an on-site audit or a review if the transparency of a Trader's operation is not ensured, if the business conduct of the Trader raises the likelihood of a solvency crisis, or in any other cases where information available to the Market Operator justifies ordering an audit or a review.
- 8.6. Whenever an on-site audit or a review is ordered, the Market Operator will give priority to testing compliance with the provisions of legal regulations that:
- a) prohibit insider trading or unfair manipulation of market prices;
  - b) determine how Traders should perform risk management, the rules of concluding agreements with customers and the performance thereof, the rules of managing customer assets, and the system of accounting and record keeping.
- 8.7. In the course of the review ordered by the Market Operator, Traders must make data or documents with the requested content and by the requested deadline available to the Market Operator whenever the Market Operator makes written requests, or oral requests during an on-site audit. The Market Operator shall handle the data thus in its possession in compliance with relevant confidentiality regulations.
- 8.8. Market Operator shall prepare a report of the on-site audit and such report shall include a clause by the audited Trader. The Market Operator may deliver a report of desk and on-site audits to the Supervisory Authority and KELER. The Market Operator may not disclose the information that comes into its possession during desk and on-site audits, nor the reports thereof, to third parties other than to KELER and to competent authorities.
- 8.9. The Market Operator's working organisation may apply sanctions by resolution including reasoning, on Traders for any failure, incompleteness, or delay in the performance of the obligations provided in the BETa Market Rules.
- 8.10. In the event that the BETa Market Rules are violated – if necessary after a hearing of the affected Trader's representative – the following sanctions may be applied:
- a) warning,
  - b) fine,
  - c) suspension of the trading licence,
  - d) withdrawal of the trading license.
- 8.11. In determining the type and degree of sanction to be applied, the weight of the transgression (such as the size of the disadvantage suffered by other Traders by or the actual cause leading to the transgression, etc.) shall particularly be taken into account, as shall the frequency at which the given Trader commits transgressions, the moral damage done to the Market Operator. For violations of the rules of settlement, the size of the amount and the period it has been outstanding shall particularly be taken into account.
- 8.12. The following sanctions may be imposed on traders violating the BETa Market Rules:
- a) warning;

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- b) prohibition from acting as a trader.
- 8.13. A warning may be used as a sanction in the event of a minor violation of the BETa Market Rules, with such a sanction including a warning of the future applicability of more severe sanctions. The Market Operator shall warn the Exchange Member or trader upon a minor violation of the BETa Market Rules. The Market Operator shall announce the fact that a warning has been issued by publishing the relevant resolution.
- 8.14. The Market Operator imposes a fine on the Trader for more serious violation of the BETa Market Regulation or for non-compliance with the obligations set therein recurring after a warning.
- 8.15. The amount of the fine ranges from HUF 100,000 (one hundred thousand) to HUF 2,000,000 (two million).
- 8.16. Fines shall be paid to the account of the Market Operator within eight (8) days of the announcement of the sanctioning resolution on the Website. In the event of overdue payment, the defaulting Trader shall pay default interest calculated for the period starting when payment falls overdue. For default interest the pertaining rules of the Hungarian Civil Code shall apply.
- 8.17. The Market Operator shall announce the fact that a fine has been imposed by publishing the decision containing the request to pay.
- 8.18. The Market Operator shall suspend the Trader's trading licence if:
- a) further participation by the Trader in trading exposes (or may expose) the security of trading to serious jeopardy,
  - b) the nature of the violation of the BETa Market Rules precludes maintaining the trading licence on the BETa Market,
  - c) the Market Operator finds at any time during a review that the Trader is in material breach of the provisions of BETa Market Rules, the degree of which makes imposing a lighter sanction insufficient.
  - d) the Trader fails to effect payment of a fine by the deadline set in the instruction to pay.
- 8.19. The Market Operator shall announce the fact of the suspension and of the termination of the suspension by publishing the relevant decision.
- 8.20. The term of suspension shall be set in months or years, with the maximum being one year. The maximum length of suspension may be extended, in particular if the reason of suspension still exists at the time of the expiry of the suspension, or if the Trader commits a further violation during the suspension.
- 8.21. The Market Operator may prohibit a Trader from acting as a Trader upon a serious or repeated violation of the BETa Market Rules.
- 8.22. The Market Operator may prohibit a trader from acting as a trader upon a serious or repeated violation of the BETa Market Rules. The person affected by the prohibition may not participate in concluding transactions on the BETa Market after the prohibition takes effect and during the term thereof.
- 8.23. The term of prohibition shall be set in months or years, with the shortest term being six months and the maximum being one year.

## Chapter 6

### TRADING RULES

#### 9. The Subject Matter of Trading

- 9.1. Trading on the Market is carried out in the BETa Market Trading Systems according to the BETa Market Rules set forth herein.
- 9.2. While trading, transactions can be concluded for Securities featuring on the Securities List.
- 9.3. Trading on the Market takes place during trading hours, in the trading periods set by the Market Operator.
- 9.4. The Market Operator makes available all personnel and facilities needed to conduct trading as specified in the present book as well as in the second book of this regulation.
- 9.5. Function of the Supervisor involves the following:
- a) Ensure the smooth operation of trading in the Trading System,
  - b) Implement the necessary setups in the Trading System,
  - c) Execute traders' requests for cancellation of their own Orders after a clear identification,
  - d) Execute Chief Traders' requests on the cancellation of one or more Orders of the Trader, after a clear identification,
  - e) Based on the Trader's request, modify the trader's trading entitlements
  - f) Accept requests for cancellation of transaction and of Orders after proper identification.
- 9.6. A Supervisor can fulfil the functions defined in Section 9.5 strictly after the announcement of the Supervisor Password.

#### 10. Prevention and control of disorderly trading conditions

##### 10.1. Pre-trade controls

10.1.1. The Market Operator ensures automatic pre-trading controls regarding Orders entered into Public Order Book in the BETa Trading Systems, in order to have efficient systems, procedures and mechanics to reject orders which exceed the determined price or volume limits, or that are clearly erroneous.

10.1.2. Subject to Paragraph 5 of Section 316./A of the CMA and Paragraphs (1) and (2) of Article 20 of Regulation 2017/584/EU, the Market Operator carries out three types of automatic pre-trade controls before the conclusions of transactions in all sessions of the trading according to the orders referred to in Section 10.1.1:

- a) price collars, which automatically block orders that do not meet pre-set price spreads on an order-by-order basis;
- b) maximum order value, which automatically prevents orders with uncommonly large order values from entering the order book by reference to nominal price values per financial instrument;
- c) maximum order volume, which automatically prevents orders with an uncommonly large order size from entering the order book.

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10.1.3. Orders will be automatically rejected, if they conflict with the controls set forth in Section 10.1.2, with the exception that, upon individual request by a Trader, the Market Operator is entitled to temporary permit Orders in the BETa Trading System exceeding the limitations set forth or to modify the limitation values, in both cases by Resolution. Furthermore, the Market Operator is entitled to temporarily modify the limits in its sole discretion by Resolution in the case of exceptional circumstances, as long as these circumstances exist.

These controls are the followings:

### 10.1.4. Price collar

- a) The “Price Reasonability Check” function of the Xetra-T7 Trading System, which warns the Trader if the price of the Order is outside the Dynamic Price Range and a confirmation is required by the Trader to enter the Order.

The “Price Reasonability Check” function compares the price of the order to be submitted and the price of the last trade.

In case of buy limit order, if the limit Price of the Order is higher than the sum of the trade Price and the value of the dynamic volatility range of the relevant security, the trading system sends a warning message.

In case of sell limit order, if the limit Price of the Order is lower than the difference between the trade Price and the value of the dynamic volatility range of the relevant security, the trading system sends a warning message.

The system does not check market orders and – in case of continuous trading with auctions model – the Price Without Turnover Quotes in this regard.

It is the Exchange Member’s competency whether the Exchange Member changes the intent to enter the order, therefore, the Price Reasonability Check function does not prevent from entering the order with the original parameters.

### 10.1.5. Maximum order value

- a) The Xetra-T7 Trading System automatically rejects an Order, if its price value exceeds the value set by the Trader;

### 10.1.6. Maximum order volume

- a) The Xetra-T7 Trading System automatically rejects an Order, if its quantity exceeds the value specified by the Trader.

## 10.2. Post-trade controls

10.2.1. Subject to Paragraph (3) of Article 20 of Regulation 2017/584/EU, the Market Operator applies post-trade controls regarding every transaction resulting from Orders entered into the BETa Market Trading Systems.

10.2.2. The post-trade controls are regulated in the bylaws of the Market Operator and include the following controls:

- a) Examination of uncommon trading activities and market manipulation;
- b) Monitoring the concentration of trading activities;
- c) Post-trade control regarding the compliance of the transactions with the BETa Market Rules.

## 10.3. Mechanisms to manage volatility

10.3.1. Subject to Paragraph 6 of Section 316./A of the CMA and Article 19 of Regulation 2017/584/EU, the Market Operator ensures to operate appropriate mechanisms to

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automatically halt or constrain trading during trading hours regarding transactions resulting from Orders entered into the Public Order Book.

10.3.2. The Market Operator shall specify the operation and detailed rules of the trading halt and constraining controls – including circumstances and procedures permitting the manual override of the specified parameters in order to ensure the orderly trading – set forth in Section 10.3.1 according to the regulations of CMA and MiFIR. These regulations shall be regularly reviewed and at least annually. The Market Operator is entitled to amend these regulations promptly in order to ensure orderly trading with the obligation to notify the market participants at the same time.

10.3.3. The Market Operator operates the following controls set forth in Section 10.3.1 in the BETa Market Trading Systems:

a) Volatility and Extended Volatility Interruption

### 10.4. Ratio of unexecuted Orders to transactions (OTR)

10.4.1. For the purpose of preventing disorderly trading, the Market Operator calculates the ratio of unexecuted orders to those transactions which were entered into or executed in the BETa Trading Systems by the Traders (Unexecuted Order To Trade Ratio - OTR) – as set forth in Regulation 2017/566/EU and in the annually reviewed detailed rules accepted by the Market Operator – for every Instrument at least at the end of every Trading Day regarding the given Trading Day, and the calculations shall be transmitted posteriorly to the Traders in every month.

10.4.2. In accordance with Paragraph 9 of Section 316./A of the CMA and considering the detailed rules specified in Section 10.4.1, the Market Operator shall determine the maximum values of the OTR indicators of each securities on a non-discriminatory basis, which decision shall be published at least annually.

10.4.3. The Market Operator retains the right to deviate from the maximum values of the OTR indicators and raise them in case of Traders who undertook additional commitments in order to ensure market liquidity that may result in the rise of the indicators (e.g. Market Makers).

10.4.4. The Trader shall be deemed to have exceeded the Market Operator calculated maximum ratio of unexecuted orders to transactions, if the trading activities conducted by the given Trader exceeds the maximum value in a specific instrument, taking into consideration all Trading Sessions of the Trading Day.

10.4.5. In case a Trader exceeds the maximum values of the indicators applicable for it, then the Market Operator shall warn the Trader in 3 Exchange Days, and sanctions may be imposed on the Trader according to the BETa Market Rules.

### 10.5. Other measures applicable by the Market Operator

a) Specifying volume limits on the number of Orders entered per second by a Trader, continuously measuring the volume of Orders and if necessary constraining these volumes according to Section 2 of the second book of this regulation (post trade control mechanisms) and to Section 2.1 w)) of the present book, and the order throttling set forth in Section 2 of the second book of this regulation in the event of the overload of the BETa Market Trading System.

b) Require the Traders to establish kill function set forth in Section 2. of the second book of this regulation.

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- c) Balancing the entrance of orders among different gateways, if the Exchange uses more than one gateway in order to avoid collapses.
- d) Suspension of the right to trade of the Trader under the BETa Market Rules.

### 10.6. Cancellation of transactions under extraordinary circumstances

10.6.1. Cancellation of a transaction may be initiated if any of the following condition is met:

- a) major malfunction or breakdown of the BETa Market Trading System that results in the non-compliance of the order matching and of the trading with the BETa Market Rules, with the exception that the Market Operator initiated negotiations with the Trader who entered the Order that resulted in a transaction or
- b) major malfunction or breakdown of the BETa Market Trading System's volatility control mechanisms as follows:
  - i. The Order resulting in a transaction failed to trigger the Volatility Interruption or the Extended Volatility Interruption appropriately according to the present regulation or failed to trigger either of it at all, if the Order should have triggered a Volatility or Extended Volatility Interruption under the present regulation and the price of the transaction deviates from the price of the last exchange transaction in the given instrument by at least 10%.

The price conditions set forth in this Section shall be considered as "exceptional circumstances" under Paragraph 6 of Section 316/A of the CMA.

10.6.2. Initiation of cancellation of a Negotiated Transaction is also allowed. The Market Operator shall cancel the Negotiated Transaction at the latest on the day of its conclusion, if it could not have been concluded in accordance with Section 22.5.2.1 and the Trader has not indicated the existence of any case listed in Section 22.5.2.2 in accordance with Section 22.4 g).

10.6.3. The Market Operator entitled to decide in his/her sole discretion on whether the conditions set forth in Section 10.6.1 are met and the severity of them and in reasonably justified cases the Market Operator may involve an expert in the decision. The Market Operator is obliged to decide on the transaction cancellation only if the Market Operator has no reasonable doubt that the circumstances set forth in Section 10.6.1 exist and they satisfy the conditions of "exceptional circumstances" under Paragraph 6 of Section 316/A of the CMA taking into consideration the liquidity of the various asset-classes, the characteristics of the market models, the types of the users, and the cancellation of the transaction altogether contributes to the termination of the disorderly trading conditions and ensures the avoidance of the severe disorders in the orderly trading.

10.6.4. Transaction cancellation process set forth in Section 10.6 can be initiated by the Trader involved in the given transaction within one hour from the time of the transaction, but not later than 5:20 PM. The deadlines specified above shall apply with prejudice, no petition for excuse may be presented in the event of failure to meet these deadlines.

10.6.5. The cancelling of a transaction shall be initiated by the Trader according to the following conditions:

- a) any registered trader of the Trader - after identification - may indicate the intention to initiate the process of cancelling a trade via telephone, calling the Market Operator designated phone number set up with a voice recorder. The trader shall provide the data required to clearly identify the given transaction. Furthermore, the Trader shall send a duly filled and signed form which is specified by the Market Operator for this purpose via fax or e-mail and it shall arrive to the Exchange till 5:40 PM on the given Exchange Day;



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- b) sending the duly filled and signed form specified by the Market Operator for this purpose via fax or e-mail.

10.6.6. Following the initiation of a transaction cancellation process, the Market Operator shall notify the other Traders affected in the transaction cancellation process on the initiation of the process without delay by the contact person nominated by the Trader (via e-mail). The Trader shall report any change in the contact person or his/her contact details to the Market Operator in writing without delay.

10.6.7. The Market Operator decides on the result of the transaction cancellation procedure in a public resolution and notifies the counterparty Traders of the given transaction about the result promptly, but at the latest on the given Trading Day till 6.00 PM.

10.6.8. The Market Operator may deviate from the regulations under Section 10.6 in circumstances that deserve exceptional consideration.

10.6.9. The Market Operator excludes all liability related to transaction deletion, provided that the Market Operator has acted in compliance with rules specified in Section 10.6.

### **11. Reference Price, Auction Price, Reference Price of the Dynamic and Static Price Range**

11.1. When a Security is introduced to the Market, the Introduction Price set during Registration is considered the Reference Price.

11.2. In the course of trading, Securities in all cases have a Reference Price and the Reference Price may not be deleted.

11.3. The Reference Price of a Security at any given moment is always the Price of the last transaction involving the Security. If there has never been a transaction in the Security, the Introduction Price will be considered the Reference Price.

11.4. The Auction Price is the last equilibrium Price generated in the Auction Phases or the Volatility Phases.

11.5. The Reference Price of the Dynamic Price Range is the last transaction Price of the Security.

11.6. The Reference Price of the Static Price Range is the most recent Auction Price of the day on which the Security was traded, or if there was no trading on that day, the most recent transaction Price on the last prior Trading Day.

11.7. When the Market Operator modifies the Reference Price, the Reference Price of the Dynamic Price Range and the Reference Price of the Static Price Range will also become the modified Reference Price.

11.8. In order to ensure uninterrupted trading, the Market Operator may, in particularly justified cases, diverge from the rules above when determining the Reference Price, the Dynamic Price Range and the Static Price Range of a given Security. These parameters may only be modified outside trading hours, or during the suspension of Technical Halt of trading in the Security, in keeping with Section 5.5.



## Chapter 7

### ORDERS

#### 12. The Order and the Quote

##### 12.1. General rules governing Orders and Quotes

12.1.1. An Order and a Quote are unilateral declarations on the intention to conclude a transaction, made in a manner and with the contents specified in this Regulation.

12.1.2. The BETa Market Trading Systems keep a record of each Order and Quote in the Order Book.

12.1.3. The Order Book holds Orders and Quotes queued in the BETa Market Trading Systems for each Security, arranged into bid and offer sides, with detailed and aggregate breakdown by Price levels, sorted according to Order entry time and without identifying the party that entered the Order or Quote.

##### 12.2. The following information may be given when entering an Order:

- a) the identification of the Security, which may be the Market Operator's short code for the Security (ticker), the ISIN Code, or the WKN Number (Instrument)
- b) Order Direction (Buy/Sell)
- c) quantity, or the Overall Volume in case of an Iceberg Order (Quantity)
- d) Order Price
- e) Order type
- f) Stop Limit in case of a Stop, OCO or Trailing Stop Order
- g) Absolute or relative difference between the Stop Limit and the Reference price in case of Trailing Stop Order (Trailing Amount)
- h) Peak Quantity in case of an Iceberg Order
- i) Execution Restrictions
- j) Trading Restrictions
- k) Validity Restrictions
- l) Account Identification (Act)
- m) On Behalf
- n) Persistency
- o) Trade-at-Close indicator
- p) Comment field (Text)
- q) Member Internal Order Number field (MIOrdNo)
- r) – *deleted* –
- s) Client identifier (Client ID): In the case of executing an Order from client (Agent), its mandatory (the field shall not be empty). It is a unique internal identification number (consisting of natural numbers solely) determined by the Trader (short code), which is able to provide the data for the Market Operator regarding every Order as specified in Section 12.2.1.1.
- t) Executing Trader Indicator determining the type of the responsible person for the execution. Indicates whether the person set forth in Section 9.2.1.3 is an algorithm ("1") or a natural person ("0" or empty field).
- u) The identification number of the person responsible for the execution (Executing Trader). Unique internal identification number (consisting solely natural numbers) determined by the Trader (short code), which is able to provide the data for the Market Operator regarding every Order as specified in Paragraph a) of Section 12.2.1.3. In the case of algorithms, this number is the identification number set forth in Paragraph b) of

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Section 12.2.1.3 itself. If the field is empty, the person according to 12.2.1.3. is identical to the given trader of the user entered the Order into the BETa Market Trading Systems.

- v) Investment Decision Indicator determining the type of the responsible person for the investment decision. It indicates whether the person set forth in Section 12.2.1.2 is an algorithm ("1") or a natural person ("2") or the investment decision was not made at the Trader (client order; "0" or empty field).
- w) The identification number of the person responsible for the investment decision (Investment Decision Maker). This identification number is applicable only in the case of dealing on own account. Unique internal identification number (consisting solely natural numbers) determined by the Trader (short code), which is able to provide the data for the Market Operator regarding every Order as specified in Paragraph a) of Section 12.2.1.2. In the case of algorithms, the identification number is the identification number set forth in Paragraph b) of Section 12.2.1.2. itself. If the field is empty, the person according to 12.2.1.2. is identical to the given trader of the user entered the Order in the BETa Market Trading Systems.
- x) Indication that the Order was entered on the base of the Market Making Agreement concluded with the Market Operator and according to Articles 17 and 48 of the Directive 2014/65/EU as part of the market making strategy (Liquidity Provision; True/False)

12.2.1. In order to ensure the compliance with the obligation of the Market Operator to maintain records according to the Council and the Commission Delegated Regulation (EU) 2017/580 (supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the maintenance of relevant data relating to orders in financial instruments), the Trader shall provide the following additional information to the Market Operator, in case of Subsection b) of either Section 12.2.1.2 or Section 12.2.1.3, in the course of entering the Order; or in any other cases, outside of the Trading System assigned to the internal codes (short codes) under Subsections a), s) and u) of Section 12.2. as determined by the Market Operator at the latest of that Trading Day on which the Order was entered or the additional information of the Order was modified.

12.2.1.1. Client identifier (as set forth in Annex II of Commission Delegated Regulation (EU) 2017/590):

In case of:

- a) natural persons the NATIONAL\_ID;
  - b) legal entities the LEI code;
  - c) DEA clients the LEI code of the DEA user;
  - d) aggregated orders the "AGGR" flag;
  - e) pending allocations the "PNAL" flag;
- shall be used.

12.2.1.2. The identification number of the person responsible for the investment decision making by the Trader (as set forth in Article 8 of Commission Delegated Regulation (EU) 2017/590):

- a) In case of natural persons: NATIONAL\_ID
- b) In case of algorithms: alphanumerical identification number with 50 characters at maximum.

12.2.1.3. The identification number of the person at the Trader responsible for the execution of the Order resulting in a trade (as set forth in Article 9 of Commission Delegated Regulation (EU) 2017/590):

- a) In case of natural persons: NATIONAL\_ID

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- b) In case of algorithms: alphanumeric identification number with 50 characters at maximum.

12.2.2. The Trader shall be responsible for the correctness of the information, keeping the information up to date and for the correspondence of the information with its own internal records. If the Trader does not comply with its obligations prescribed in Section 12.2 the Exchange may apply sanctions set out in the BETa Market Rules.

12.2.3. Orders may be of the following types:

- a) Market
- b) Limit
- c) Iceberg
- d) Stop
- e) One-Cancels-the-Other (OCO)
- f) Trailing Stop

12.3. The following information is required when entering a Quote:

- a) Account Identification (Act)
- b) the identification of the Security, which may be the Market Operator's short code for the Security (ticker), the ISIN Code, or the WKN Number (Instrument)
- c) bid Price and ask Price (Bid / Ask)
- d) bid quantity and ask quantity
- e) Quote type
- f) Comment field (Text)
- g) Member Internal Order Number field (MIOrdNo)
- h) Records of Paragraphs t)-x) Section 12.2 in accordance with Section 12.2.1

12.3.1. Quotes can be entered without specifying the Quote type.

12.3.2. Quotes can only be entered with specifying the quantity.

12.3.3. Quotes may be submitted in any trading phase except the Post-Trading Phase.

12.3.4. A Quote can only be specified in the BETa Market Trading Systems as Non-Persistent.

12.4. When placing an Order, the Account Identification must always be specified. The Account Identification can be:

- a) Proprietary.
- b) Agent,
- c) Market Maker.

12.5. When submitting a Quote, the Account Identification of the Market Maker must always be specified. It may be only of Market Maker.

Quote is an optional Order type provided by the BETa Trading System, however, the market making activities and the fulfilment of the market making obligations are regulated in the agreements concluded with the Market Operator in this subject and in the applicable BETa Market Rules.

### 13. Order Types

#### Limit Order

13.1. A Limit Order can be executed at the Price specified in the Order or better.

#### Market Order

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13.2. A Market Order is an Order entered without specifying the Price, which may be fulfilled by matching it to the Counteroffers available in the Order Book, even at multiple Prices and in multiple transactions.

13.3. deleted

13.4. The unfilled portion of the Market Order is entered into the Order Book and will participate in the next trading phase as a Market Order.

### Iceberg Order

13.5. An Iceberg Order is a Limit Order in which two different quantities must be specified when submitting the Order: the Overall Volume and the Peak Quantity.

13.6. No Execution Restrictions can be specified for Iceberg Orders, whereas with respect to Trading Restrictions Iceberg Orders may only be submitted without Main Trading Phase Only Trading Restriction.

13.7. During Auction Phases and Volatility Interruption the Overall Volume of the Iceberg Order is included in the Order Book, and when determining the Auction Price the BETa Market Trading Systems calculate with the Overall Volume.

13.8. In the Continuous Trading phase only the Peak Quantity of the Iceberg Order appears in the Order Book.

13.9. A new Peak Quantity will appear in the Order Book only if and when the full amount of the previous Peak Quantity is transacted but the Overall Volume of the Iceberg Order has not yet been transacted.

13.10. The Market Operator determines the possible values of the Peak Quantity and the Overall Volume of an Iceberg Order.

13.11. The Peak Quantity of an Iceberg Order may not be less than five percent of the Overall Volume.

### Stop Order

13.12. Stop Order automatically becomes an Active Order if, following the entering of the Order, a transaction is executed at equal or better price than the Stop Limit specified in the Order.

13.13. Stop Order may be entered with Limit or Market price.

13.14. The transactions executed at Stop Limit or better price activate the Inactive Stop Order in the Auction and Volatility Phases, but the activated Stop Order will enter the Auction Book as an Active Order only during the next trading phase.

### One-Cancels-the-Other (OCO) Order

13.15. An OCO Order is a special order with both a Limit Price and a Stop Limit, which basically participates in the trading as a Limit Order, but if the activation condition occurs it participates as a Market Order.

13.16. OCO Order shall enter into the Order Book only as a Limit Order and if activated it may solely become a Market Order.

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- 13.17. OCO Order automatically becomes a Market Order if, following the entering of the Order, a transaction is executed at equal or better price than the Stop Limit specified in the Order.
- 13.18. The transactions executed at Stop Limit or better price activate the OCO Order in the Auction and Volatility Phases, but the activated OCO Order will enter the Auction Book as a Market Order only during the next trading phase.

### Trailing Stop Order

- 13.19. A Trailing Stop Order is a special Stop order where the absolute or relative difference between the Activation Price and the Reference Price must be specified when entering the Order.
- 13.20. Trailing Stop Order shall be entered with Market price.
- 13.21. In the Continuous Trading with Auctions Model the Stop Limit automatically follows the change in the Reference Price with the given distance in the Order, as follows:
- 13.21.1. In the case of a bid, if the difference between the Reference Price and the Activation Price would exceed the specified maximum - absolute or relative - difference as a result of the Reference Price decrease, the Stop Limit will also decrease, thus maintaining the specified maximum difference between the Reference Price and the Stop Limit. If the Reference Price increases, the Stop Limit does not change.
- 13.21.2. In the case of an offer, if the difference between the Reference Price and the Activation Price would exceed the specified maximum - absolute or relative - difference as a result of the Reference Price increase, the Stop Limit will also increase, thus maintaining the specified maximum difference between the Reference Price and the Stop Limit. If the Reference Price decreases, the Stop Limit does not change.
- 13.22. A Trailing Stop Order automatically becomes an Active Order if, after entering the Order, a transaction is entered into at the Stop Limit specified in the Order or at a better price.
- 13.23. In the Continuous Trading with Auctions model, the Trailing Stop Order is activated by a transaction entered in the Auction and Volatility Phases, but the activated Trailing Stop Order will enter the Auction Book as an Active Order only during the next trading phase.

## 14. Order Restrictions and Validity Restrictions (Order Parameters)

- 14.1. When entering an Order, the following Execution Restrictions can be specified:

14.1.1. **Book-or-Cancel:** A type of Limit Order that if it were matched with a Counteroffer in the Order Book at the moment of entering the Order, it would be refused. If the Book-or-Cancel Order were not matched with a Counteroffer, it will appear in the Order Book as a Limit Order.

14.1.1.1. Book-or-Cancel Orders cannot be submitted in Auction Phases, Volatility Interruptions and Extended Volatility Interruptions.

14.1.1.2. Book-or-Cancel Orders that were present in the Order Book at the moment of switching to Volatility Interruption or Auction Phase are deleted from the Order Book during the switch.

14.1.2. – *deleted* –

- 14.2. When entering an Order, the following Trading Restrictions can be specified:

14.2.1. **Opening Auction Only:** Valid only in the Opening Auction phase.

14.2.2. **Closing Auction Only:** Valid only in the Closing Auction phase.

14.2.3. **Auction Only:** Valid only on in the Auction Phases.

14.2.4. **Intraday Auction Only:** The Order is valid only in intraday auction phase.

14.3. When entering an Order, the following Validity Restrictions can be specified:

14.3.1. **Good-for-Day:** Valid until the end of the given Trading Day.

14.3.2. **Good-till-Date:** Valid until the calendar date specified in the Order.

14.3.3. **Good-till-Cancelled:** Valid until the withdrawal of the Order.

14.3.4. **Immediate-or-Cancel:** May be executed in portions, even in Lot Sizes or for the entire Order quantity, but only at the moment of entering the Order. The unfilled portion of the Order will be deleted.

14.3.4.1. Immediate-or-Cancel Orders may be submitted in the Call and Price determination sub-phases of the Auction Phases, Volatility Interruptions, Extended Volatility Interruptions, but without execution of a transaction, it is automatically withdrawn.

14.3.5. **Fill-or-Kill:** The Order can be executed only with using the total Order quantity. It is valid only at the moment of entering the Order. If the immediate execution of the total quantity is not possible, the Order will be deleted.

14.3.5.1. Fill-or-Kill Orders may be submitted in the Call and Price determination sub-phases of the Auction Phases, Volatility Interruptions, Extended Volatility Interruptions, but without execution of a transaction, it is automatically withdrawn.

## 15. Modification of an Order

15.1. Depending on the relevant trading phase, an Order may be modified with respect to the following features:

15.1.1. Price, quantity, the Stop Limit of an Inactive Stop Order, the Peak Quantity and the Overall Volume of an Iceberg Order may be modified, Data of Paragraphs f)-w) Section 12.2.

15.1.2. With regard to Order types:

- a) A Limit Order may be changed to a Market Order and Market Order may be changed to Limit Order;
- b) A Stop Limit Order can be changed to a Stop Market Order, and a Stop Market Order can be changed to a Stop Limit Order.

15.1.3. Trading Restrictions may not be changed.

15.1.4. Trade-at-Close indicator may not be modified.

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- 15.1.5. With regard to Execution Restrictions, if the Order has a default Execution Restriction (i.e. none), it can be changed to an Order with any kind of Execution Restriction.
- 15.1.6. With regard to Validity Restrictions, and if the type, Trading Restrictions and Execution Restrictions of the Order allow it, any Validity Restriction can be changed to any other Validity Restriction.
- 15.1.7. The Account Identification stipulated in the Order can be changed within the limits of the trading rights of the entity placing the Order.
- 15.1.8. Further Order parameters that may be modified are the Comment (Text) field and the Member Internal Order Number (MIOrdNo) field.
- 15.2. When an Order is modified, the place occupied by the Order in the Order Book may change in accordance with Section 16.1.
- 15.3. Modification or deletion of the Order is ensured via the Connection Technology used to introduce the Order to the BETa Market Trading Systems.
- 15.4. If modifications to the Order Parameters or Order type result in its no longer meeting the regulations of the current trading phase, the Order will be removed from the Order Book, and will become an Active Order again in the phase in which it meets the Order Parameters.
- 15.5. Quotes cannot be modified, only deleted.

### 16. Order Priority, Persistency

#### 16.1. Priority

- 16.1.1. Order entry time is the time/date that the Order or Quote is registered and confirmed by the BETa Market Trading Systems together with a unique Order number. In the case of a Stop Limit, Stop Market and Trailing Stop Order, Order entry time is the time/date at which the Order becomes active.
- 16.1.2. In the case of an Iceberg Order, Order entry time is the time/date at which it is registered and confirmed by the BETa Market Trading Systems together with a unique Order number. When a new Peak Quantity appears in the Order Book, the Iceberg Order will be given a new timestamp. During Auction Phases and Volatility Interruptions, transactions resulting from Iceberg Orders will not alter the timestamp of the Iceberg Order.
- 16.1.3. When an Order is modified, Order entry time will be changed to the time the Order was modified in the following cases:
- a) modification of Price
  - b) increase in quantity
  - c) increases in Peak Quantity or in Overall Volume in the case of an Iceberg Order
  - d) prolongation of the Validity Restriction
  - e) modification of the Order type
  - f) activation of an Order with Opening auction only, Closing auction only, Auction only or Intraday auction only execution restriction
  - g) modification of Stop Limit of a Stop, Trailing Stop and OCO Order

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16.1.4. The original Order entry time and thus the original place in the Order Book will be retained for changes in all other Order Parameters.

### 16.2. Persistency

16.2.1. Depending on the Connection Technology, an Order may be entered into the Order Book as Persistent or Non-Persistent.

16.2.2. Quotes may only be Non-Persistent.

16.2.3. The persistency of an Order or Quote may not be modified after entry.

16.2.4. In case of a Technical Halt or suspension in the trading of a Security, both Persistent and Non-Persistent Orders, and Quotes will be deleted from the Order Book.

## 17. The Order Expires

- a) once the entire quantity stipulated in the Order is covered by transaction(s),
  - b) once the Validity Restriction is exceeded,
  - c) once Fill-or-Kill or Immediate-or-Cancel Validity Restrictions are met,
  - d) in case of both Persistent and Non-Persistent Orders, cancellation is automatic if trading in the Security is Technically Halted or suspended by the Market Operator,
  - e) in case of Book-or-Cancel Orders, when the Trading Phase shifts into an Auction Phase or a Volatility Interruption,
  - f) in case of an Order type that is not permitted, if the circle of Order types that are permitted is changed,
  - g) if the value pertaining to the given Security in the Tick Size Table is changed,
  - h) if there is a deletion, which can be initiated
- by the broker,
  - by the Market Operator at the request of the Trader,
  - by the Market Operator at the resolution of the Market Operator ,
  - by the deletion of the Security.

17.1. The Market Operator is authorized to decide whether to delete an Order in the following cases:

- a) when the Lot Size is changed;
- b) when the specific bills or the currency used in a trade are changed;
- c) when a Multiple Quantity is changed;
- d) when the Trading Model in which a security is traded is changed;
- e) when the Trading System version is changed, or when the Trading System is replaced.



## Chapter 8

### TRADE-MATCHING ALGORITHMS

#### 18. Equilibrium-Price-Based and Continuous Trade-Matching Algorithms

18.1. Throughout this Chapter, unless otherwise provided herein, the expression 'Order' covers both Orders and Quotes.

##### General Principles of the Sequence of Order Execution

18.2. Orders entered at a better Price will take priority over Orders with a less favourable Price in the sequence of Order execution.

18.3. If Orders are entered at the same Price, Orders entered earlier will take priority over those entered later in the sequence of Order execution. When determining the sequence of Order execution, the time at which Orders are entered shall be determined.

18.4. In the case of Stop Limit Orders, whenever the limit Price is identical, and in the case of all Stop Market, Trailing Stop and OCO Orders, the sequence of Order execution is the following:

- a) In case of buy Orders, an Order with a lower Stop Limit will take priority over an Order with a higher Stop Limit.
- b) In the case of sell Orders, an Order with a higher Stop Limit will take priority over an Order with a lower Stop Limit.

18.5. In the case of an Iceberg Order, if (a) transaction(s) for the complete Peak Quantity is/are executed in the Continuous Trading Phase, the BETa Market Trading Systems will consider the timestamp of the new Peak Quantity entered into the Order Book with respect to the sequence of Order execution.

18.6. General Principles for the sequence of triggering Stop Limit and Stop Market Orders

18.6.1. Whenever a Stop Limit Order or a Stop Market Order is triggered to become an Active Order as per Section 13.12, the following shall be taken into account in addition to the provisions in Section 18.2:

- a) Stop Market and Stop Limit Orders to be triggered upon a transaction can only be executed once all the Stop Market and Stop Limit Orders triggered by the same transaction have become Active Orders.
- b) As regards Stop Market and Stop Limit Orders triggered by a transaction, Stop Market and Stop Limit bids are triggered to become Active Orders earlier than Stop Market and Stop Limit offers.

##### Principles of the Price and Quantity Determination

18.7. The transaction Price will develop in accordance with the Prices at which Traders enter their Orders in the course of trading, as specified below.

#### 18.8. Equilibrium-Price-Based Trade-Matching Algorithm

18.8.1. Based on the Orders ranked according to their sequence of execution, the total volume for which bids and offers exist shall be determined for each Price for each Product traded

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on the BETa Market in the Order Book, together with the quantity that can be traded at the different Price levels, taking into account possible Price levels for which there is no Order. Based on the above, the Price at which the largest volume can be traded with the least volume unfilled shall be identified, and that will be the Price of the transaction(s).

18.8.2. If there are several Prices at which transaction can be executed for the largest possible quantity with the least quantity unfilled, and there is unfilled quantity only on the bid (offer) side at each of these Prices, then the transaction(s) Price will be the highest bid (lowest offer) limit Price.

18.8.2.1. If there are several Prices at which transactions can be executed for the largest possible quantity with the least quantity unfilled, and the total quantity of the market orders on any side exceeds the total volume of market orders on the opposite side, then the transaction(s) Price will be at the Price level closest to the Reference Price.

18.8.3. If there are several Prices at which transactions can be executed for the largest possible quantity with the least quantity unfilled, and among these Price levels there is such Price level where the unfilled volume is only on the sell side and such Price level where the unfilled volume is only on the buy side, then the transaction(s) will be determined according to the following principles:

18.8.3.1. If the Reference Price is higher than or equal to the lowest Price specified in 18.8.3 for which there is unfilled volume only on the sell side, then the price of the transaction(s) will be the Price of the Order.

18.8.3.2. If the Reference Price is lower than or equal to the highest Price specified in 18.8.3 for which there is unfilled volume only on the buy side, then the price of the transaction(s) will be the Price of that Order.

18.8.4. If there are several Prices at which transactions can be executed for the largest possible quantity with the least quantity unfilled, then the transaction(s) Price will be at the closest possible Price level to the Reference Price.

### Additional Rules

18.8.5. The Equilibrium-Price-Based Trade-Matching Algorithm takes into account the Overall Volume of the Iceberg Order for the determination of the transaction Price.

18.8.6. If there are only market orders in the Order Book the Price of transaction(s) shall be the Reference Price.

### 18.9. Continuous Trade-Matching Algorithm

18.9.1. Orders are matched in the sequence of execution. Concerning Orders entered into the BETa Market Trading Systems,

- a) a bid received by the BETa Market Trading Systems will be matched with the best offer(s) existing in the Order Book that meet(s) all matching requirements, and
- b) an offer received by the BETa Market Trading Systems will be matched with the best bid(s) existing in the Order Book that meet(s) all matching requirements.

18.9.2. When Orders are matched, the transaction(s) Price is determined by the Price of the Order(s) entered earlier into the Order Book, furthermore, the Price of executed transaction(s) from Market Orders is determined, for the quantity of the Market Order, by the Reference Price (in cases set forth in Sections 18.9.3 and 18.9.4), the price of the best price Limit Order on the other side of the Order Book and the price of the incoming Order.

18.9.3. The transaction(s) Price concluded based on incoming best price Limit Orders shall be determined by the incoming limit Order's Price, the Price of the Counteroffers and the Reference Price as follows:

- a) if there is only Market Orders among the Counteroffers and the incoming bid (offer) order's price is higher (lower) or equal to the Reference Price, then the transaction(s) price is the Reference Price
- b) if there is only Market Orders among the Counteroffers and the incoming offer (bid) order's price is lower (higher) or equal to the Reference Price, then the transaction(s) price is the price of the limit order
- c) if there is Market and Limit Orders as well among the Counteroffers and the incoming bid (offer) order's price is lower (higher) than or equal to the Reference Price and the lowest limit order's price among the Counteroffers, then the price of the transaction(s) is the bid (offer) limit order's price
- d) if there is Market and Limit Orders as well among the Counteroffers and the incoming bid (offer) order's price and the Reference Price is lower (higher) than the lowest limit order's price among the Counteroffers, then the price of the transaction(s) is the lowest (highest) limit order's price
- e) if there is Market and Limit Orders as well among the Counteroffers and the incoming bid (offer) order's price and the lowest limit order's price among the Counteroffers are lower (higher) than the Reference Price, then the price of the transaction(s) is the Reference Price

18.9.4. The Price of transactions resulting from a Market Orders are determined by the Order Prices of the Counteroffers and the Reference Price as follows:

- a) if there is only Market Order(s) among the Counteroffer(s), then the transaction(s) price is the Reference Price
- b) if there is only Limit Order(s) among the Counteroffer(s), then the transaction(s) price is determined by the Limit Order(s) in the Order Book
- c) in case of offer (bid) order, if there are Market and Limit Orders as well and the Reference Price is higher (lower) than or equal to the best bid (offers) limit order's price, then the transaction(s) price is the Reference Price
- d) in case of offer (bid) order, if there are Market and Limit Orders as well and the Reference Price is lower (higher) than or equal to the best bid (offers) limit order's price, then the transaction(s) price is the best priced limit bid (offer) order's price for the volume of the market order placed in the Order Book. If the incoming order has unmatched volume, then it shall be matched as set out in Section 18.9.2.

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18.9.5. If an Order received by the BETa Market Trading Systems cannot be matched with any of the Orders in the Order Book, it will be entered in the Order Book according to the sequence of execution.

### **19. Modification of Transaction Data**

19.1. The Trader cannot modify the transactions concluded.

## Chapter 9

### TRADING

#### 20. Trading Phases

20.1. Possible trading phases:

- a) Pre-Trading/Book
- b) Opening Auction
- c) Continuous Trading
- d) Intraday Auction
- e) Closing Auction
- f) Trade-at-Close
- g) Post-Trading/Book

20.2. Sub-phases of the Auction Phase including the Opening Auction, the Auction, the Intraday Auction and the Closing Auction:

- a) Call phase
- b) Price determination

#### 20.3. Continuous Trading with Auctions Trading Model

20.3.1. In the BETa Market, trading of Securities is done in the Continuous Trading with Auctions Trading Model.

20.3.2. Unless otherwise provided herein, the notion of Order covers both Orders and Quotes, with the provision that the Quote cannot be modified.

20.3.3. In this Model, trading can be both Order-directed and supported by Market Makers.

20.3.4. During the Trading Day, an Order can first be entered in the Pre-Trading Phase, and last in the Post-Trading Phase.

20.3.5. In the Pre-Trading and the Post-Trading Phase, the Order Book is not public.

20.3.6. The Order Book is public in the Opening, Intraday and Closing Auction, as well as during the Continuous Trading Phase.

20.3.7. Trading phases follow each other consecutively, without any gap.

20.3.8. The Market Operator decides on the application of an Intraday Auction via resolution.

#### Pre-Trading Phase

20.3.9. In the Pre-Trading Phase, the Order Books of the Securities are not public.

20.3.10. In this trading phase any kind of Order permissible in the Trading Model can be entered, modified or withdrawn.

20.3.11. Entered Orders become Active Orders in the trading phase that complies with Order Parameters.

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### Opening Auction

20.3.12. Orders that remained in the Order Book from the previous Trading Day, as well as Orders entered in the Pre-Trading Phase that become Active Orders later in the Opening Auction phase, will be arranged by the BETa Market Trading Systems to the bid and offer sides of the Order Book according to the Order Prices and Order entry time.

### Call Phase

20.3.13. In this sub-phase any kind of Order permissible in the BETa Market Trading Systems can be entered, modified or withdrawn. If the Order is modified in such a way that it no longer meets the conditions of the Call phase, it will be deleted from the Order Book and will become an Active Order in the next trading phase that complies with the given Order Parameters.

20.3.14. In the Call phase no transactions can be concluded.

20.3.15. If Executable Orders are entered in the Order Book in the Call phase, the BETa Market Trading Systems will display the Indicative Auction Price as well as the indicative auction quantity.

20.3.16. The Call phase ends at a random time with a Random-end process and trading continues with Price determination (Price determination sub-phase). Random time of closure may vary from Security to Security.

20.3.17. The maximum length of the Random-end concluding the Call phase is determined by the Market Operator.

### Price Determination

20.3.18. In this sub-phase, no Orders can be entered, modified or withdrawn.

20.3.19. In this sub-phase, Order matching and execution happens in accordance with the Equilibrium-Price-Based Trade-Matching Algorithm specified in Section 18.8, provided there are Executable Orders in the Order Book.

20.3.20. If there are no Executable Orders in the Order Book at the moment of Price determination, no Opening Price can be determined in this phase.

### Continuous Trading

20.3.21. During this phase, any kind of Order can be entered, modified and withdrawn. If the Order is modified in such a way that it does not meet the conditions of the Continuous Trading phase, the Order will be deleted from the Order Book and will become an Active Order in the next trading phase that complies with the given Order Parameters.

20.3.22. At the beginning of the Continuous Trading phase, the Order Book contains Orders which could not be matched in the Opening Auction phase, as well as all Orders that became Active Orders in this trading phase.

20.3.23. In the Continuous Trading phase each transaction may have an individual Price.

20.3.24. During the Continuous Trading phase, transactions are executed according to Price-time priority, in accordance with the Continuous Trade-Matching Algorithm.

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### Intraday Auction

20.3.25. Rules and sub-phases of the Intraday Auction are the same as those of the Opening Auction, with the following additions:

20.3.26. Orders that remained in the Order Book from the previous Trading Day, as well as Orders entered in the Pre-Trading Phase, in the Opening Auction, and in the Continuous Trading Phase and being Active Orders in the Intraday Auction, will be arranged by the BETa Market Trading Systems to the bid and offer sides of the Order Book according to the Order Prices and Order entry time.

20.3.27. Intraday Auction starts right after the Continuous Trading phase, and after Intraday Auction ends, trading proceeds with a Continuous Trading phase.

### Closing Auction

20.3.28. In the Closing Auction, Active Orders are arranged by the BETa Market Trading Systems to the bid and offer sides of the Order Book according to the Order Prices.

### Call phase

20.3.29. In this sub-phase any kind of Order permissible in the Trading Model can be entered, modified or withdrawn. If the Order is modified in such a way that it no longer meets the conditions of the Call phase, it will be deleted from the Order Book and will become an Active Order in the next trading phase that complies with the given Order Parameters.

20.3.30. In the Call phase no transactions are concluded.

20.3.31. If Executable Orders are entered in the Order Book in the Call phase, the BETa Market Trading Systems will display the Indicative Auction Price as well as the indicative auction quantity.

20.3.32. The Call phase ends at a random time with a Random-end process and trading continues with Price determination (Price determination sub-phase). Random time of closure may vary from Security to Security.

20.3.33. The maximum length of the Random-end concluding the Call phase is determined by the Market Operator.

### Price Determination

20.3.34. In this sub-phase, no Orders can be entered, modified or withdrawn.

20.3.35. In this sub-phase, Order matching and execution happens in accordance with the Equilibrium-Price-Based Trade-Matching Algorithm specified in Section 18.8, provided there are Executable Orders in the Order Book.

20.3.36. If there are no Executable Orders in the Order Book at the moment of Price determination, no Closing Price can be determined in this phase.

### Trade-at-Close

20.3.37. The Trade-at-Close phase is activated, if there is a transaction in the closing period, even if there is no unfilled volume remaining either on the sell or buy side.

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20.3.38. If there is no transaction in the Closing Auction, the Trade-at-Close phase is not activated.

20.3.39. Only Limit and Market Orders may be active in the Trade-at-close phase.

20.3.40. An Order shall only participate in the Trade-at-close phase, if it has been explicitly specified at the time the Order was entered by setting the Trade-at-close indicator and the Order price is better than or equal to the Closing Price.

20.3.41. In the Trade-at-close phase, only time priority determines the matching of Orders.

20.3.42. Quotes do not participate in the Trade-at-Close phase.

20.3.43. During Trade-at-Close phase, Stop Orders are not activated.

20.3.44. In Trade-at-Close phase, any Order in accordance with the Trading Model may be entered, modified, and withdrawn.

20.3.45. In the Trade-at-Close phase, the order book is public, but only the closing price level and the total amount associated with it are displayed.

### Post-Trading

20.3.46. During this phase, any kind of Order permissible in the Trading Model can be entered, modified and withdrawn.

20.3.47. In the Post-Trading Phase, the Order Books of the Securities are not public.

20.3.48. Orders in this phase cannot be entered with a Good-for-Day Validity Restriction.

20.3.49. Entered Orders become Active Orders in the trading phase that complies with Order Parameters.



## Chapter 10

### VOLATILITY INTERRUPTION

#### 21. Volatility Interruption

- 21.1. Unless otherwise provided herein, throughout the points governing Volatility Interruption the notion of Order covers both Orders and Quotes.
- 21.2. Volatility Interruption is triggered not by a transaction but by an Order entered into the Order Book, in the instances when the Indicative Transaction Price falls outside the Dynamic or Static Price Range.
- 21.3. Volatility Interruption may occur several times during a given Trading Day.
- 21.4. Volatility Interruption is triggered with respect to the following Price Ranges:
  - a) Dynamic Price Range;
  - b) Static Price Range.
- 21.5. The Reference Price of the Price Ranges specified in Section 21.4 may differ.
- 21.6. The Reference Price of the Dynamic Price Range is always the Price of the last transaction generated by an executed Order-matching. The Reference Price of the Dynamic Price Range can vary after each executed transaction.
- 21.7. The Reference Price of the Static Price Range is the Price of last executed transaction generated that day in the last Auction Phase or Volatility Interruption; or in the absence of this, the Reference Price is defined as the Price of the last transaction concluded prior to the given Trading Day.
- 21.8. Until the first transaction is executed in the given Security, the Reference Price of the Dynamic and the Static Price Range is equal to the Reference Price, except when the Market Operator modifies the Reference Price in accordance with Section 2.1 (see Section 11.7).
- 21.9. The percentage values of the Dynamic and Static Price Range are determined by the Market Operator in accordance with Section 2.1.
- 21.10. Before a transaction is concluded, the BETa Market Trading Systems test whether the transaction Price falls outside the Dynamic/Static Price Range (compared to the Reference Price). During the test the Price of the still non-executed transaction (i.e. the Indicative Transaction Price) determines whether or not the trading of the Security switches to Volatility Interruption.
- 21.11. The test regarding the Reference Price of the Dynamic Price Range occurs only after Order matching is finished, even if the Order can be matched with more Counteroffers, thus several transactions are executed.
- 21.12. Switching to Volatility Interruption occurs once the Indicative Transaction Price falls outside the Dynamic or Static Price Range compared to the Reference Price of the Dynamic/Static Price Range.

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21.13. If an Order is executed by matching it with several Counteroffers, then, except in the case of Fill-or-Kill Orders specified in Section 21.14 a), Order matching will stop before the transaction the Price of which would fall outside the Static or Dynamic Price Range.

21.14. Fill-or-Kill or Immediate-or-Cancel Orders do not trigger Volatility Interruptions.

- a) If due to entering a Fill-or-Kill Order the Indicative Transaction Price falls outside the Dynamic or Static Price Range, then no transaction will be concluded from the Fill-or-Kill Order, even if it were executed by matching it with several Counteroffers. In this case, the Fill-or-Kill Order will be deleted from the Order Book.
- b) If due to entering an Immediate-or-Cancel Order the Indicative Transaction Price falls outside the Dynamic or Static Price Range, then transactions will be concluded only within the Dynamic and Static Price Range. The remaining quantity will be deleted from the Order Book.

21.15. Within Volatility Interruption, in the Call phase, in the Extended Call phase as well as during Extended Volatility Interruption any kind of Order permissible in the Trading Model can be entered, modified, or withdrawn. If the Order is modified in such a way that it no longer meets the conditions of the given sub-phase, it will be deleted from the Order Book and will become an Active Order in the next trading phase that complies with the given Order Parameters.

21.16. In the Volatility Interruption, the Indicative Auction Price is determined by the BETa Market Trading Systems using the Equilibrium-Price-Based Trade-Matching Algorithm specified in Section 18.8.

### Operation of the Volatility Interruption in the Continuous Trading Phase

21.17. Volatility Interruption consists of two sub-phases:

- a) Call phase with Random-end
- b) Price determination

#### Call Phase

21.18. The length of the Call phase is determined by the Market Operator.

21.19. The Call phase ends at a random time. The maximum length of the Random-end concluding the Call phase is determined by the Market Operator.

21.20. Volatility Interruption which started in the Continuous Trading phase will switch to Closing Auction once the trading time of the Closing Auction begins, even if the time of Volatility Interruption has not run out yet.

#### Price Determination

21.21. During the Price determination sub-phase, the Prices of the transactions are determined by the BETa Market Trading Systems using the Equilibrium-Price-Based Trade-Matching Algorithm specified in Section 18.8.

21.22. If a transaction is executed during the Price determination sub-phase, trading will proceed with a Continuous Trading phase.

21.23. An Extended Volatility Interruption is triggered if the Indicative Auction Price generated after the Call phase falls outside the multiple of the Dynamic Price Range (considering Section 2.1). In this case, no transactions are concluded; instead, the Call phase will be automatically extended with the time specified by the Market Operator in its own discretion, keeping Section 5.2 in consideration.

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21.24. When an Extended Volatility Interruption occurs, the Market Operator has the right to negotiate with Traders affected via their Orders about their intention of buying/selling, as well as with Market Makers.

21.25. During Extended Volatility Interruption, a Freeze Phase is applied. During the Freeze Phase, in accordance with Section 5.1, Orders and Quotes cannot be entered, modified or withdrawn, without participating in the volatility auction.

21.26. If the Crossed Order Book is ceased during the Extended Volatility Interruption, then the Extended Volatility Interruption ends.

21.27. After an Extended Volatility Interruption, trading proceeds with a Continuous Trading phase.

### **Operation of Volatility Interruption in the Opening Auction, Auction, Intraday Auction and in Closing Auction phases**

21.28. Volatility Interruption can be applied in the Opening Auction, Auction, Intraday Auction and Closing Auction phases.

21.29. A Volatility Interruption specified in Section 21.28 consists of two sub-phases:

- a) Extended Call phase with Random-End
- b) Price determination

21.30. If the Indicative Auction Price generated directly before Price determination falls outside the Dynamic or Static Price Range in any of the Auction Phases specified in Section 21.28, then the Call phase will be extended and the next phase will be a Volatility Interruption.

### **Extended Call Phase**

21.31. The length of extension of the Call phase is determined by the Market Operator.

21.32. The Extended Call phase ends at a random time with a Random-end process. The maximum length of the Random-end concluding an Extended Call phase is determined by the Market Operator.

### **Price Determination**

21.33. In the Price determination sub-phase, the Prices of the transactions are determined by the BETa Market Trading Systems using the Equilibrium-Price-Based Trade-Matching Algorithm specified in Section 18.8.

21.34. If a transaction is executed during the Price determination sub-phase the Auction Phase will come to an end.

21.35. If the Indicative Transaction Price generated after the Extended Volatility Interruption falls outside the multiple of the Dynamic Price Range (considering Section 2.1), no transactions are concluded. Instead, the Extended Call phase will be automatically extended with the time specified by the Market Operator in its own discretion, keeping Section 5.2 in consideration, and an Extended Volatility Interruption is triggered.

21.36. When an Extra Volatility Interruption occurs, the Market Operator has the right to negotiate with Traders affected via their Orders about their intention of buying/selling, as well as with Market Makers.

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21.37. During Extended Volatility Interruption, a Freeze Phase is applied. During the Freeze Phase, in accordance with Section 5.1, Orders and Quotes cannot be entered or modified.

21.38. If a transaction is executed during the Extended Volatility Interruption, the Auction comes to an end.

## Chapter 11

### SPECIAL RULES FOR NEGOTIATED DEALS

#### 22. The Negotiated Transaction

22.1. A trader of a Trader participant to a Negotiated Transaction agrees directly with another trader of a Trader outside the BETa Trading System on the details of the transaction involving an Exchange Product. Thereafter either party may initiate the recording of the transaction in the Exchange System. The transaction is concluded by the confirmation of the counterparty. In the case of executing an order from an underlying client, the same Trader and trader may be buyer and seller at the same time with regards to the compliance with Section 22.5.4.

22.2. Recording a Negotiated Transaction only the “TES (T7 Entry Service) Trading” function of the Trading System can be used.

22.3. Negotiated Transactions may be concluded, in case of all Trading Models, from the beginning of the Pre-Trading Phase up to the end of the Post-Trading Phase, except for the instances when a Technical Halt or a Suspension is applied for the given security.

22.4. A Negotiated Transactions include at least the following information:

- a) name of the security;
- b) Order Direction (bid or offer);
- c) quantity;
- d) Price;
- e) the Trader and trader selected for the trade;
- f) Settlement Date;
- g) Clear indication of the type of the Negotiated Transaction permitted according to the BETa Market Rules as specified in Section 22.5.2.2 in the comment field. If the Negotiated Transaction is concluded on a fair price subject to 22.5.2.1, then the comment field shall be left empty.

22.5. A Negotiated Transaction shall comply with the following criteria:

##### 22.5.1. Quantity

22.5.1.1. The minimum price value of the Negotiated Transaction has to reach the volume specified by the Market Operator.

##### 22.5.2. Price

22.5.2.1. In case of any securities set forth in Section 22.3 the transaction shall be concluded within or at the edge of the actual volume-weighted average buy-sell order merge which is based on the Order Book or on the quotes of the Market Makers performing Market Making activities on the Exchange. During the calculation of the actual volume-weighted average buy-sell order merge in case of the buy side of the Order Book sell market orders with the same quantity as the Negotiated Transaction must be considered and the calculated weighted average execution price must be taken into account, in case of the sell side of the Order Book buy market orders with the same quantity as the Negotiated Transaction must be considered and the calculated weighted average execution price must be taken into account. In case the Order Book does not contain enough quantity to fulfil the the Negotiated Transaction on either side, then on this side of the Order Book the weighted average execution price of the present orders must be taken into account.

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Negotiated Transaction cannot be concluded for these products if on any side of the Order Book neither an order nor a quote is available.

22.5.2.2. Subject to Article 6 of the Commission Delegated Regulation (EU) 2017/587, the stipulations set forth in Section 22.5.2.1 shall be ignored in the case of any of the following cases:

- a) the transaction is executed in reference to a price that is calculated over multiple time instances according to a given benchmark, including transactions executed by reference to a volume-weighted average price or a time-weighted average price;
- b) the transaction is part of a portfolio trade;
- c) the transaction is contingent on the purchase, sale, creation or redemption of a derivative contract or other financial instrument where all the components of the trade are meant to be executed as a single lot;
- d) any other transaction equivalent to one of those described in these Paragraphs a) to c) in that it is contingent on technical characteristics which are unrelated to the current market valuation of the financial instrument traded.

### 22.5.3. Settlement

22.5.3.1. The party entering the Order may specify the Settlement Day to occur no sooner than T+1 Settlement Days and no later than T+7 Settlement Days.

22.5.3.2. – *deleted* –

### 22.5.4. Parties in the Negotiated Deal

22.5.4.1. A Trader may not conclude a Negotiated Transaction where both legs of the transaction (buy and sell side) would be cleared and settled on the Trader's own account.

22.5.4.2. Negotiated Deals can only be settled on the House Account (i.e. with a Proprietary Account Identification) of the Trader that acts as the buyer in the absence of a client Order with identical content.

22.6. The Market Operator is entitled to inspect whether the Negotiated Transaction was in compliance with the BETa Market Rules and the Trader shall provide any information needed for the inspection on the Market Maker's request. If it is discovered, that a Negotiated Transaction was not in compliance with the provisions of the BETa Market Rules, then the Market Operator applies sanctions specified in the BETa Market Rules. The Market Operator does not examine the compliance with the rules regarding a Negotiated Transaction in the course of its recording.

22.7. If the selected Trader fails to confirm the Negotiated Transaction within the given Trading Day, the transaction will not be concluded.

22.8. The Market Operator provides information on Negotiated Transactions to the public by its Distributors.

22.9. Negotiated Transactions will not be taken into account for the purpose of official Price statistics, generating Average Prices, triggering Stop Limit, Stop Market, Trailing Stop and OCO Orders, calculating a Closing Price, nor with respect to Volatility Interruption.

22.10. The regulations – including business regulations or general terms of agreements and client agreements – applied by Traders shall include provisions that reflect the specific features that

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distinguish Negotiated Transactions from normal transactions, and shall apply such provisions when accepting and performing underlying client Orders.

### Chapter 12

#### 23. Exemptions from the Pre-Trade Transparency Requirements Applied by the BETa Market

- 23.1.** The Market Operator applies the exemptions regarding the obligation to publication and display in the public order book based on the waivers of obligations regarding the equity instruments in Annex 1 of this Regulation and given by the Supervision under Article 4 of MiFIR.
- 23.2.** Subject to Article 5 of the MiFIR, the Market Operator continuously provides data for ESMA, who continuously monitors the turnover of the Negotiated Transactions concluded in liquid instruments which fall under exemption as set forth in Section 23.1. If the traded volume under exemption exceeds the limit prescribed by ESMA in the applicable law, then the competent supervisory authority may suspend the pre-trade transparency exemption for the Negotiated Transactions used by the Market Operator with regards to the equity instruments that have a liquid market. In this case, the Market Operator shall suspend the trading by Negotiated Transactions solely in the given instrument within 2 working days from the notification by the competent supervisory authority by Resolution of the Market Operator.
- 23.3.** According to MiFIR: Market operators operating a trading venue shall disclose the bid and ask prices and belonging quantity entered to the trading venue in respect of shares, depository receipts, exchange-traded funds, certificates and other similar financial instruments. Market operators and investment firms operating a trading venue shall keep this information publicly available during the regular trading hours.
- 23.4.** In accordance with Article 4 of the Supervisory Authority waived the obligation for the Market Operator by its request to make public the information referred to Section 23.3 when certain types of orders and conditions are met:
- 23.4.1. In case of Negotiated Transaction specified in Section 22 of Chapter 11 of this Regulation based on section b) of paragraph (1) of Article 4 of MiFIR which refers to the formalization of a pre-negotiated transaction.
- 23.4.2. In case of orders held in an order management facility based on section 4) of paragraph (1) point d) of MiFIR, which refers the following type of orders on BETa Market:
- a) Orders entered with Stop Orders in accordance with Section 13.12 of the present book until they get triggered.
  - b) Total (non-visible) Volume of Iceberg orders set forth in Section 13.5.
- 23.5.** While Negotiated Transaction never appear at the public orderbook, in case of orders indicated in Section 23.4.2 becomes visible in the public orderbook when a pre-defined event will occur that is specific to the order type.
- 23.6.** Subject to Article 5 of the MiFIR, the Market Operator continuously provides data for ESMA, who continuously monitors the turnover of the Negotiated Transactions concluded in liquid instruments which fall under exemption as set forth in Section 23.4.1 according to the Paragraph 1 Section 5. If the traded volume under exemption exceeds the limit prescribed by ESMA in the applicable law, then ESMA may suspend the pre-trade transparency exemption for the Negotiated Transactions used by the Market Operator with regards to the equity instruments that have a liquid market. In this case, the Market Operator shall suspend the trading by Negotiated Transactions solely in the given instrument within 2 working days from the notification of ESMA by Resolution of the Market Operator.



## Chapter 13

### OTHER PROVISIONS AND FEES

#### 24. Other provisions

- 24.1. Transactions on BETa Market can be concluded only on Trading Days in the trading periods set by the resolution of the Market Operator.
- 24.2. In extraordinary cases, the Market Operator may shorten any of the trading periods or may make a decision about skipping any of the trading periods.
- 24.3. The Market Operator may suspend BETa Market trading or trading of a particular Security. During suspension no Order can be entered, amended or withdrawn in the affected Security.
- 24.4. In order to eliminate any temporary disturbance due to technical reasons, the Market Operator may order a Technical Halt. The Market Operator shall inform without delay all Traders of the Technical Halt and of the restart of uninterrupted trading. Trading hours may be extended by a period equivalent to the period of the Technical Halt or a portion thereof.
- 24.5. All transactions concluded in the BETa Market Trading Systems on a Trading Day shall be transferred automatically to KELER at the end of the Trading Day, and KELER shall settle transactions according to its settlement rules.
- 24.6. The Market Operator shall suspend the operation of the BETa Market if the number of the actually active Traders falls below three who have the opportunity to mutually cooperate with each other regarding the transactions and pricing.

#### 25. Liability Provisions

- 25.1. Traders shall be liable for the transactions concluded by brokers representing them, as well as for the compliance of the entered Orders and Counteroffers with regulations.
- 25.2. The Market Operator disclaims any liability for any consequences of legal disputes between the parties of a clearing agreement and will not examine whether or not a unilateral request for limiting a Sub-clearing Member's right to trade was made in accordance with the terms of a clearing agreement.
- 25.3. Related to this Regulation the Market Operator shall only be liable for contractual damages caused wilfully, or damages to life, physical integrity or health.
- 25.4. No claim for damages or indemnity may be made against the Market Operator for loss or damage due particularly to:
  - c) any direct or indirect damage arising from a Trader's failure to comply with or apply the BETa Market Rules,
  - d) save for the scope of liability indicated in Section 23.3, any software error arising from a failure of software installed in the BETa Market Trading Systems,
  - e) any damage caused by force majeure,
  - f) any direct and/or indirect damage caused by and/or resulting from an outage of the BETa Market Trading Systems beyond the control of the Market Operator.
- 25.5. Save for the scope of liability indicated in Section 23.3, no claim for indirect or consequential damages (including especially damages arising from harming business reputation, missed

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income, missed savings, or claims of third parties) or for potential missed income may be made against the Market Operator by the Traders.

25.6. Expiry of claims against the Market Operator, unless a shorter time is defined by law, is 1 year after the occurrence of the event triggering the claim for damages. No statute of limitations applies to damages caused by criminal action as long as the criminality of such action expires.

25.7. No claim for damages may be made against the Market Operator, provided that the Market Operator has acted in compliance with BETa Market Rules.

### 26. Rules of Publication

26.1. The following shall be published on the Website:

- a) the text of BETa Market Rules and any amendments thereto;
- b) the resolutions of the Market Operator specified in this Regulation;
- c) trading data with a delay of fifteen (15) minutes.
- d) information set forth in Articles 3-7 of the Commission Delegated Regulation (EU) 2017/575

26.2. Notwithstanding Section 26.3, the Market Operator ensures to publish the trading data specified in Section 26.1 c) following the fifteenth (15th) minute after such trading data are generated. The data published this way are generally accessible but may only be used by the Market Operator in compliance with the terms provided under law. The Market Operator shall ensure that hard copies of announcements published on the Website in line with this Regulation are archived and are accessible for any party at the registered seat of the Market Operator.

26.3. The Market Operator shall make public the pre- and post-trade information both as close to real time as is technically possible and during the trading hours on a continuous basis according to the transparency provisions of the relevant laws. By way of derogation of Section 26.2, the Market Operator may provide the real-time publication set forth in this point on a reasonable commercial and non-discriminatory basis, as follows:

- a) The Market Operator makes public the pre-trade data, the current bid and offer prices, the depth of trading interests at those prices and its offer book via its official Distributors (vendors).
- b) The Market Operator makes public the post-trade data, the price, volume and time of the transactions executed, and the trade list accordingly via its official Distributors (vendors).
- c) In addition to the access via the Distributors, the Market Operator also provides direct access for investment firms to the arrangements it employs for making public the pre- and post-trade data.

### 27. Fees

27.1. General rules

27.1.1. The fees determined in this Regulation are charged by the Market Operator and are payable to the account of the Market Operator.

27.1.2. The fee items listed in the present Regulation exclude VAT.

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27.1.3. The Market Operator charges default interest in cases where the fees specified in this Regulation are overdue. For default interest the pertaining rules of the Civil Code shall apply, and it is chargeable from the day following the day on which the payment became due. The default interest shall become payable within 8 days after receipt of the related payment notice from the Market Operator.

27.1.4. The Market Operator specifies fees to be charged against services not set forth in this Regulation on a per case basis.

### 27.2. Transaction fees

27.2.1. Transaction fees are payable by the seller as well as the buyer on the basis of the total value of the transaction they engage in.

27.2.2. For fee payment purposes, Cross Trades shall be deemed to constitute two transactions, a purchase and a sale.

27.2.3. The payment of the transaction fee shall be effected by the 10<sup>th</sup> of the month following the month that said fee is payable against.

27.2.4. In general, the transaction fee payable against each deal shall be 0.015 percent of the transaction value expressed in forints, with a minimum of HUF 70 and a maximum of HUF 45,000, where those transactions that were realized on both the buyer side and the seller side from one Order in a given month are considered as a single transaction when calculating the transaction fee.

27.2.5. For transactions made in the Closing Auction (including the Trade-at-Close period too) phase, the transaction fee shall be 0.020 percent of the transaction value expressed in forints, with a minimum of HUF 70 and a maximum of HUF 45,000, where those transactions that were realised on both the buyer-side and the seller-side from one offer in a given month are considered as a single transaction when calculating the transaction fee.

### 27.3. Fees for data provision for end-users

#### 27.3.1. Certificate type data

Certificate type data is provided on paper, on an official, headed notepaper.  
Fee: HUF 5,000.

#### 27.3.2. Turnover data

##### 27.3.2.1. Turnover data of Securities in a daily breakdown

Fee: HUF 2,000 / each month commenced

##### 27.3.2.2. Market data summarized by Securities

Fee: HUF 5,000 / each year commenced.

##### 27.3.2.3. Daily detailed list of trades

27.3.2.3.1. All Securities: HUF 5,000 / day

27.3.2.3.2. One Security: HUF 10,000 / month or HUF 2,000 /day

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### 27.3.2.4. Order Book data

27.3.2.4.1. One Security: HUF 100,000 / each year commenced or HUF 10,000 / each month commenced or HUF 2,000 /day

27.3.2.4.2. Three Securities: HUF 200,000 / each year commenced or HUF 20,000 / each month commenced or HUF 5,000 /day

27.3.2.4.3. All Securities: HUF 500,000 / each year commenced or HUF 50,000 / each month commenced or HUF 15,000 /day.

### 27.3.3. Data provision available for Traders only

27.3.3.1. Daily detailed list of all trades in which the Trader is a buyer or a seller  
Free of charge until the closing time of the Trading Day following the given Trading Day; in all other cases each day commenced costs HUF 2,000.

27.3.3.2. The rating of the Trader in a given Security calculated by turnover  
Fee: HUF 2,000 /report

27.3.3.3. List of the Trader's own Orders of the  
Free of charge until the closing time of the Trading Day following the given Trading Day; in all other cases each day commenced costs HUF 2,000.

27.3.4. Requests for data provision different from the data listed above  
To be fulfilled according to the decision of the Market Operator. The basis for determining the fee is HUF 10,000/person/working hour.

27.3.5. The Market Operator has the right to give a maximum of 50% discount in the case of requests for academic purposes.

**BOOK TWO**

**THE TECHNICAL CONNECTION TO THE BETA  
MARKET TRADING SYSTEMS**

### **1. Method of Connecting to the BETa Trading Systems**

1.1. In relation to the method of connecting to the BETa Trading Systems, the relevant provisions of the 4th BOOK „Regulations on the technical connections” of the General Terms of Service of the Budapest Stock Exchange shall apply mutatis mutandis.

### **2. Conditions of constructing and operating the Trader’s Trading System**

2.1. In relation to the conditions of constructing and operating the Trader’s Trading System, the relevant provisions of the 4th BOOK „Regulations on the technical connections” of the General Terms of Service of the Budapest Stock Exchange shall apply mutatis mutandis, with the following exemptions:

- a. The provisions of the regulated market of the Budapest Stock Exchange Plc. shall apply to the conformance tests carried out by the Traders, as long as the BETa Trading Systems are identical with the systems used on the cash market division of the regulated market operated by the Budapest Stock Exchange Plc. The Trader shall not conduct a conformance test pursuant to this Regulation, the results of the regulated market’s conformance tests shall apply.
- b. The obligations of the Trader to deal with and test the Algorithms may also be met by tests performed pursuant to the rules of the regulated market of the Budapest Stock Exchange.
- c. Regarding the Traders' due diligence and annual assessment, the rules and the assessment results of the regulated market of the Budapest Stock Exchange Plc. shall apply to the BETa Market.

### **3. Provisions to safeguard the operation of the BETa Trading Systems and the method and terms of connecting the Trader’s Trading System to third party computer Networks**

3.1. In relation to the provisions to safeguard the operation of the BETa Trading Systems and the method and terms of connecting the Trader’s Trading System to third party computer Networks, the relevant provisions of the 4th BOOK „Regulations on the technical connections” of the General Terms of Service of the Budapest Stock Exchange shall apply mutatis mutandis.

### **4. Rules for the performance of DMA and SA (DEA) services**

4.1. The Market Operator makes it possible to provide direct electronic access services which may either be Direct Market Access (DMA) or Sponsored Access (SA). DEA service shall be provided exclusively by Traders providing such services on the regulated market of the Budapest Stock Exchange Plc. The General Terms of Service of the Budapest Stock Exchange Plc.’s regulated market, in particular the relevant parts of its 4th Book shall apply correctly to the DEA services performed on the BETa Market. In the absence of express provision otherwise, licenses issued by the Budapest Stock Exchange Plc. and Traders' reports made on the regulated market of the Budapest Stock Exchange Plc., so the other communications between the Budapest Stock Exchange Plc. and the traders are also applicable to the DEA services provided on the BETa Market. Such reports, communications and licenses shall also not be made or issued on the BETa Market.

### **5. Rules for the Use of the Stand-by Trading Workstation**

5.1. In relation to the rules for the Use of the Stand-by Trading Workstation, the relevant provisions of the 4th BOOK „Regulations on the technical connections” of the General Terms of Service of the Budapest Stock Exchange shall apply mutatis mutandis, with the following exemptions:

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- a. At its headquarters, the Market Operator does not operate separate stand-by trading workstations for the BETa Market, however Market Operator ensures the access to the BETa Market via the stand-by trading workstations operated under the 4th BOOK „Regulations on the technical connections” of the General Terms of Service of the Budapest Stock Exchange.
- b. On the Stand-by Trading Workstations the Market Operator primarily ensures the needs for trading at other markets of the Market Operator and fulfils the need for trading at the BETa Market up to the free capacity of those Stand-by Trading Workstations only.

### 6. Use of Information

- 6.1. In relation to the use of information, the relevant provisions of the 4th BOOK „Regulations on the technical connections” of the General Terms of Service of the Budapest Stock Exchange shall apply mutatis mutandis.

### 7. Procedure upon BETa Trading Systems Failure

- 7.1. In relation to the procedure upon BETa Trading Systems Failure, the relevant provisions of the 4th BOOK „Regulations on the technical connections” of the General Terms of Service of the Budapest Stock Exchange shall apply mutatis mutandis.

### 8. Maintaining connection to the BETa Trading Systems in case of disaster

- 8.1. In relation to the maintenance of the connection to the BETa Trading Systems in case of disaster, the relevant provisions of the 4th BOOK „Regulations on the technical connections” of the General Terms of Service of the Budapest Stock Exchange shall apply mutatis mutandis.

### 9. Transitional provisions

- 9.1. In the event that a BETa Market Regulation, Board or Market Operator resolution, or any document published by the Market Operator, refers to the following terms, the reference is made to the following terms specified in the present regulation:

Previous term	New term/meaning
Connection Server	Trader's Trading System
Trader Workstation	Trader's Trading System
Trading System	BETa Trading Systems
Trading Software User Name	Hardware and software tools and IDs used for log-in to the BETa Trading Systems
Central Trading Software	BETa Trading Systems
Central System	BETa Trading Systems
Workstation	Trader's Trading System
Stand-by Workstation	Stand-by Trading Workstation
Regulations on the Use of BETa Remote Trading	Second Book of the General Terms of Service of BETa Market

### 10. Related Regulations

- 10.1. Regarding issues not specified in the present book, the provisions of the Connectivity Agreement shall apply.
- 10.2. The Market Operator is entitled to regulate in a resolution all issues not specified in this book or in the Connectivity Agreement.
- 10.3. In case of a contradiction between this book, the Connectivity Agreement and the Market Operator resolution, primarily the provisions of this book, secondarily the provisions of the

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Connectivity Agreement shall be applied to the extent necessary for the termination of the contradiction.



**BOOK THREE**

**REGULATION ON HANDLING CONFLICT  
OF INTERESTS**

### Chapter 1

## PURPOSE AND SUBJECT MATTER OF THE PRESENT BOOK

#### 1. Purpose of the present Book

- 1.1. The purpose of the present book (hereinafter: Regulations on Handling Conflicts of Interest) is designed to provide rules of conflict of interest for the Persons in Management Positions and the employees of the Market Operator and of the investment activities such persons and employees may engage in, and furthermore of the handling of potentially arising conflicts of interest among the interests of the Market Operator itself, the interests of the shareholders or the operators of the Market Operator and the sound operation of the Budapest Stock Exchange as regulated market and of BETa Market.
- 1.2. The main purpose of the present book is to ascertain that the Market Operator, the Persons in Management Positions and the employees of the Market Operator may act in compliance with legal requirements by excluding, and ensuring control over circumstances that may give rise to conflict of interest.
- 1.3. Regarding issues not specified in the present book, the relevant provisions of the 7th BOOK „Regulations on Handling of Conflicts of Interest” of the General Terms of Service of the Budapest Stock Exchange (hereinafter: BSE Conflict of Interest Rules) shall apply mutatis mutandis. Definitions with capital letters not specified in this regulation shall be interpreted as they are described in the 1st BOOK „Introductory and interpretative provisions” of the General Terms of Service of the Budapest Stock Exchange.

### Chapter 2

## RULES OF CONFLICT OF INTEREST

#### 2. The handling of potentially arising conflicts of interest among the interests of the Exchange itself, the interests of the shareholders of the Exchange and the sound operation of the BETa Market

- 2.1. The primary purpose of the operation of the BETa Market is to facilitate the efficient flow of capital, the expansion and unification of the Hungarian stock market, the alignment and accession to trends of the international capital market, the maintenance of the investors' trust, the objective assessment of capitals and assets as well as the development and the keeping of public and controlled market mechanisms by its regulated form, publicity and capacity to develop the forms of commercial usage as well as the marketing channels. BETa Market contributes to the efficient operation of a market economy by concentrating the supply and demand of products traded on BETa Market and ensuring the transparent assessment of such products by public exchange rate trends.
- 2.2. Throughout the operation of the BETa Market, it shall be ensured that the principles settled in Point 3.1, as well as the effective statutory regulations, the Market Operator's corporate resolutions are satisfied in all areas of the management and operation of the Market Operator. Primarily, it is the task and responsibility of the CEO to ensure the above mentioned.
- 2.3. The determination of the existence of a potentially arising conflict of interest among the interests of the Market Operator itself, the interests of the shareholders of the Market Operator and the sound operation of the BETa Market is the sole competency of the Board of Directors. Any shareholder or any Person in Management Positions are entitled to initiate in writing the

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determination of the existence of the above mentioned conflict of interest from the Board of Directors. The Chairman of the Board of the Directors shall put the item on the agenda of the forthcoming meeting of the Board of Directors after the receipt of the initiative regarding the determination of the existence of a conflict of interest, in which meeting the Board of Directors shall make a resolution with regard to the determination of the existence or non-existence of a conflict of interest in accordance with the applicable rules of such decision-making.

- 2.4. The Market Operator shall send the initiative regarding the determination of the existence of a conflict of interest to the Hungarian National Bank (Authority) immediately after receipt. The Exchange shall invite a representative of Authority to the meeting of the Board of Directors discussing the conflict of interest and shall provide opportunity for the representative of Authority to elaborate its position on the subject matter either at the meeting of the Board of Directors or beforehand in writing. The position of Authority is not binding on the Board of Directors, however, the Board of Directors shall take it into consideration in the course of its decision, and in case it makes a resolution that differs from the position of Authority the resolution shall contain the reasons of the deviation.
- 2.5. In particular, the Board of Directors shall determine the existence of a conflict of interest laid down in Point 3.3 when the operation of the BETa Market under the principles set forth in Points 3.1 and 3.2 cannot be ensured due to the reason of the incurred conflict of interest.
- 2.6. In case of determining the existence of a conflict of interest laid down in Point 3.3 the Board of Directors shall promptly take the necessary measures in order to terminate the conflict of interest or, if necessary, the Board shall give appropriate instructions to the CEO for their implementation or for taking measures in the same resolution. If the necessary measures to terminate the conflict of interest belong to the competency of the General Meeting of the Market Operator, the Board of Directors shall immediately convene the General Meeting and put the necessary measures to eliminate the conflict of interest on the agenda of the General Meeting together with its resolution proposal.
- 2.7. Resolutions of the Board of Directors and of the General Meeting regarding conflict of interest cases can be challenged in accordance with the applicable rules of law regarding the judicial review of corporate resolutions; other legal remedy shall not be available against these resolutions.

### **3. Potential conflict of interest between the Market Operator's multilateral- and regulated market trading systems**

- 3.1. The Market Operator operates the BETa Market and the Budapest Stock Exchange as two distinct markets independently of each other and makes its decisions as Market Operator in relation to the two markets impartially, without any preference for the other market during the operation.
- 3.2. The Market Operator avoids conflicts that may arise during the operation of the two markets regarding the effective statutory regulations and with due care, and resolves the conflict impartially. The Market Operator does not discriminate among issuers in each market, but this does not mean that the obligations of issuers required by the two market rules must be the same.
- 3.3. In the event of a conflict of interest due to the joint operation of the two markets, the procedure in paragraphs 3.3-3.7 of the present book shall apply mutatis mutandis, except that such a

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procedure may be initiated if a specific decision has been made during which adoption the Market Operator violated conflict of interest rules.

- 3.4. If any person under the scope of the BETa Market Rules finds violation of these conflicts of interest rules, they may contact the Board of Directors to seek investigation.