

Code of Conduct for Suppliers of Deutsche Börse Group

Effective as of 25 August 2016 after approval by the Executive Committee

Preamble

The Deutsche Börse Group (DBG) companies are conscious of their social and ecological responsibility and are committed to the principles of sustainability. This Code of Conduct defines the principles and standards required of DBG's suppliers of products and services with regard to their responsibilities to people and the environment. One of the stated aims of DBG is to work with its suppliers to implement on an ongoing basis the principles required by its Code of Conduct.

DBG expects that its suppliers actively endeavour to observe the contents of the Code of Conduct below. Suppliers are also expected to urge their own suppliers to adhere to the contents of the Code of Conduct and to observe the principle of non-discrimination in their choice of suppliers and in their dealings with suppliers throughout the supply chain.

This agreement is made between the supplier and Deutsche Börse AG. The rights and obligations out of this agreement are binding between DBG and the supplier and its affiliates.

I. Economic sustainability

1. DBG aims for a relationship with the supplier based on fairness and partnership, and expects the supplier to observe all applicable legal requirements.
2. DBG expects the supplier not to tolerate any kind of corruption and to actively operate internal anti-corruption measures.

II. Environmental protection

1. DBG expects the supplier to seek to use and optimise environmentally-friendly methods in its operational processes and technologies.
2. DBG expects the supplier to observe national legal standards and international environmental protection standards.
3. DBG expects the supplier to minimise its environmental burden and continuously improve its environmental protection standards.

III. Social and ethical responsibility

1. DBG expects the supplier to pursue a policy of equal opportunities and non-discrimination for its employees, regardless of their skin colour, race, nationality, social background, any disability they may have, their sexual orientation, political or religious convictions, gender or age.
2. DBG expects the supplier to respect the personal dignity, privacy and personal rights of every individual.
3. DBG expects the supplier never to: employ anyone against his or her will, force anyone to work, exploit anyone, or tolerate human trafficking. In addition DBG expects the supplier to have in place internal measures to ensure modern slavery is not taking place within its business or supply chain.

- 4. DBG expects the supplier not to tolerate unacceptable treatment of employees, such as emotional abuse, corporal punishment, sexual or personal harassment, or discrimination.
- 5. DBG expects the supplier not to tolerate any sexually inappropriate, intimidating, threatening, abusive or exploitative behaviour (including gestures, language or physical contact).
- 6. DBG expects the supplier to offer appropriate remuneration and to observe the relevant national minimum wage legislation.
- 7. DBG expects the supplier to observe the legal provisions regarding maximum working hours applicable in the relevant country.
- 8. DBG expects the supplier to recognise its employees’ freedom of association, and not to discriminate, either in favour of or against, members of employee organisations or trade unions.
- 9. DBG expects the supplier not to employ, or to cause to be employed, or permit the employment of, any person who cannot be proven to be at least 15 years old, or 14 years old in countries to which the exception for developing countries provided for in ILO Convention 138 applies, where a minimum age of 14 years may be specified.
- 10. DBG expects the supplier to take responsibility for the health and safety of its employees, minimise risks, to ensure acceptable living conditions and that the best possible precautions are taken against accidents and occupational disease.

The parties shall treat the observance of these standards as an integral part of their contractual relationship. Against this background, the parties agree that DBG shall be entitled to terminate for cause with immediate effect in the event of a violation by the supplier of the provisions contained in section III (Social and ethical responsibility). This applies to all contractual relations with the relevant supplier. DBG shall be entitled to such termination right even if the violation of the provisions contained in section III is not directly related to the contractual relationship between DBG and the supplier. This provision shall not be construed to limit the other contractual rights of DBG.

Frankfurt am Main, Germany

(Place and date)

**For GDB
Deutsche Börse AG
Mergenthaler Allee 61
65760 Eschborn**

(Name in block capitals)

(Name in block capitals)

(Place and date)

(Company stamp)

(Name(s) in block capitals)