

## **SCHEDULE G: EXCHANGE-TRADED DERIVATIVES**

Subject to this Schedule, we, THE ULTIMA INVESTMENTS CYPRUS LIMITED, previously BROKERCREDITSERVICE (CYPRUS) LIMITED, will enter into derivative contracts for you, the execution of which will take place on Exchanges (as defined in clause 3 of this Schedule below). This Schedule also describes the way in which we will carry out our reporting obligations in respect of such derivative contracts.

### **1. The Basics**

**1.1.** A derivative contract can be defined as a contract between two or more parties the price of which is based on an underlying asset, which can be a stock, bond, commodity, currency, exchange or interest rate, market index or other asset. Derivatives have certain inherent characteristics (but have risks associated with them):

- (a) derivatives are extremely flexible and can be precisely tailored to the specific needs of counterparties;
- (b) derivatives enable exposure to underlying asset price movements without physical exposure to an asset, usually with minimal upfront committed capital, and they may be highly leveraged;
- (c) derivatives enable synthetic structures based on underlying assets that are impossible to invest in directly e.g., weather patterns, carbon emissions, credit default events or global freight prices.

**1.2.** An option is a contract that gives the buyer a right, but not the obligation, to buy or sell an asset at a particular price, on or before a specified date. Options are divided into call options and put options. A call option is an option to buy an asset for a specified price (called strike price), on or before a specified date. A put option is an option to sell an asset for a specified price on or before a specified date. The buyer of an options contract is said to be long, or the holder or owner of the contract. The seller of an options contract is said to be short, or writer of the contract. The cost of the option to the buyer is called the premium.

**1.3.** Futures are contracts between two parties obliging them to make or take delivery of a specific quantity or quality of a specified asset on a specified future date at a price agreed on a specific date. The price is agreed between the buyer and the seller. The fixed future date is stipulated by the exchange, and it referred to as contract month.

**1.4.** Forwards are similar to futures as they are also contracts to make or take delivery of a specified quantity of a specified asset at a certain time in the future for a price that is agreed when they are concluded. Unlike futures, forwards are settled only on the delivery date, and some of the contract terms are negotiable.

**1.5.** A forward rate agreement is a type of a forward contract which determines the rate of interest or the currency exchange rate which is to be paid or received on an obligation beginning at a future start date. The forward rate agreement pays out the interest rate difference over an agreed reference point, called benchmark, for a predetermined future period on an agreed principal amount.

**1.6.** A swap is a derivative where two counterparties exchange one stream of cash flow against another. These payment streams are called the legs of the swap. The cash flows are calculated over a notional principal, or asset amount.

1.7. Participants buying exchange-traded derivatives are generally required to put some collateral aside (**margin**) to mitigate the risk of not fulfilling their obligations under the relevant derivative contract. These margin requirements are set and explained in the Market Rules adopted by relevant Exchanges (as defined in clause 3 below). After the trades have been confirmed and registered, the clearing house becomes the legal counterparty, generally via the process called novation, to the trade. Therefore, in conjunction with the Exchanges, the clearing houses will manage and define margining rules and procedures which are also part of the relevant Market Rules.

## 2. Risk

- 2.1. Transactions in futures carry a high degree of risk. The amount of initial margin may be small relative to the value of the derivatives contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with us to maintain your position. If the market moves against your position and/or if margin requirements are increased, you may be called upon to deposit additional funds on short notice to maintain your position. Failing to comply with a request for a deposit of additional funds, may result in closure of your position(s) by us on your behalf and you will be liable for any resulting loss or deficit. In general, the value of a future depends upon price movements in the underlying asset. Thus, many of the risks applicable to trading the underlying asset apply equally to the future applicable to such asset. Futures are also exposed to liquidity risk.
- 2.2. Transactions in options carry a high degree of risk. You should always familiarize yourself with the type of option (i.e., put or call) which you contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs. If the option is on a future, the purchaser will acquire a futures position with associated liabilities for margin. If the purchased option is out-of-the-money when it expires, you will suffer a total loss of your investment, which will consist of the option premium plus transaction costs. If you are contemplating purchasing out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.
- 2.3. Selling an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin. If the option is 'covered' by the seller holding a corresponding position in the underlying asset, in a future or in another option, the risk may be reduced. In case the option is not covered, the risk of loss can be unlimited.
- 2.4. The specification below illustrates the potential risks and rewards of option contracts:

- (a) Long call: maximum risk/loss is limited to premium and all transaction costs; maximum reward/gain is unlimited;
- (b) Short call: maximum risk/loss is unlimited and therefore you may lose your initial investment and further suffer additional amounts of losses; maximum reward/gain is limited to premium;
- (c) Long put: maximum risk/loss is limited to premium and all transaction costs; maximum reward/gain equals to strike less premium (asset price would have to fall to zero);
- (d) Short put: maximum risk/loss equals to strike less premium (asset price would have to fall to zero); maximum reward/gain is limited to premium.

2.5. You understand that under certain circumstances the specifications of outstanding contracts, including margin requirements may be modified by the Exchange or clearing house to reflect changes in the underlying interest.

2.6. You understand and accept that normal pricing relationships between the underlying asset and a derivative do not always exist. The absence of an underlying reference price may make it difficult to determine a 'fair' value. You further understand that there may be volatility in the price of the specific derivative contract and/or limitations on the available market for such instrument.

2.7. You understand and acknowledge that any and all Securities and Cash balances accumulated in your account as a result of you trading under this Schedule will be subject to the security interests created in our favour and will constitute Secured Assets (as each of the foregoing terms is defined in Schedule A to these Terms). In the event you become unable to make any payments or deliveries under this Schedule, we will be entitled to sell your Securities to recover funds or to apply Cash available in your account to satisfy your Secured Obligations (as defined in Schedule A to these Terms) without prior notice to you.

2.8. You acknowledge that derivatives are complex instruments and it is possible to lose substantial sums of money if they are not managed correctly. You understand that by entering into transactions in derivatives you assume additional obligations, including contingent liabilities, additional to the cost of acquiring such derivatives. You agree to carefully consider whether entering into any trades under this Schedule is appropriate for you, taking into consideration your financial resources and other relevant circumstances.

### 3. Derivative Transactions

3.1. Subject to this Schedule, you may provide us with instructions to buy or sell derivative contracts (i.e. to enter into a **Derivative Transaction**) on a trading venue or an equivalent third-country market or other third-country market to which we have access (each, an **Exchange**). These instructions may be provided solely with respect to standardised derivative contracts which give its holder the right to acquire securities (excluding instruments of payment), including units in collective investment undertakings, money market instruments and claims relating to or rights in or in respect of any of the foregoing, or give rise to a cash settlement. Information with regard to the Exchanges as well as the applicable costs and expenses is documented in the Fee Schedule.

3.2. You understand that all Derivative Transactions should be settled or delivered in accordance with the relevant Market Rules. You will promptly deliver or arrange for the delivery of any instructions, money, documents or property deliverable by you under any Derivative Transaction in accordance with that Derivative Transaction. You acknowledge that Exchanges have cut-off times, and that in case of any delays, we may not be able to settle a Derivative Transaction on the due date for settlement.

**3.3.** You understand and agree that we may require you to limit the number of open Derivative Transactions, which you may have with us at any time and we may in our sole discretion close out any one or more Derivative Transactions in order to ensure that such position limits are maintained.

**3.4.** You agree to pay us on demand such sums by way of margin as are required from time to time under the relevant Market Rules and additionally, such other sums with a maximum of 100% of the notional amount of any derivative contract as we may in our discretion reasonably require in an effort to protect ourselves against loss or risk of loss on present or contemplated Derivative Transactions. Unless otherwise agreed, margin must be paid in cash. The currency of the cash margin you pay to us shall be the currency of the relevant underlying Derivative Transaction although we may in our discretion decide to accept payments of cash margin in other currencies from time to time.

**3.5.** A margin call pursuant to clause 3.4 above may be sent to you via e-mail or by other communication means agreed under the Terms, and may specify the deadline for making a margin transfer. Failing such specification, you shall make any transfer so that the same is received by us by 2 p.m. (UTC) on the day following the day of the margin call. If a margin call is not fulfilled in accordance with its terms we may in addition to our other rights and remedies under the Terms, sell any or all securities and/or derivative contracts and/or close-out any or all of your open Derivative Transactions held or recorded in your account and/or deduct any outstanding amounts from cash available therein to the extent necessary to satisfy a margin call.

**3.6.** We will not physically settle any Derivative Transaction unless we have specifically and separately agreed with you otherwise. If a Derivative Transaction we have executed for you, has not been closed-out, rolled or otherwise dealt with by you or in accordance with your instructions by such time prior to physical settlement of such Derivative Transaction being required as we determine in our sole discretion, we shall be permitted to take such action in relation to such Derivative Transaction(s) as we consider necessary or appropriate (including offsetting or selling any position or position into which the option position is converted upon expiration, or liquidating the resulting positions or otherwise closing-out or rolling over such Derivative Transaction(s)) to prevent physical settlement of such Derivative Transaction(s) taking place. Any gains or losses, including transaction costs and expenses as well as any and all costs of delivery and liquidation of the resulting physical currency position which made or incurred by us in relation to taking any such action or not taking any action will be for your account. You acknowledge and agree that failing separate specification, any physically-settled option contracts other than foreign currency contracts shall be closed out by offset at least 2 business days prior to the close of trading prior to final settlement. For futures contracts that are settled by actual physical delivery of the underlying other than foreign currency you agree to roll forward or close-out the position by offset at least 3 business days prior to the exchange-specified first notice day or last trade day, as applicable. Any physically-settled foreign currency contracts shall be closed out prior to the settlement date. You acknowledge and agree that it is your responsibility to make yourself aware of, and monitor the close-out deadlines applicable to your Derivative Transactions.

**3.7.** If at any time with a view to discharging our obligations in connection with any Derivative Transaction(s) or complying with the Applicable Regulations or Market Rules we shall deem it necessary to replace any financial instruments, contracts or other assets previously delivered to you by us by other financial instruments or assets of like or equivalent kind or amount, we may without notice either liquidate positions or make or receive delivery on your behalf upon such terms and by such methods which we

deem feasible. To this end, you authorise us to borrow, buy or sell any financial instruments or assets necessary to make payment, delivery or replacement. We may subsequently repay any borrowing with financial instruments or assets purchased or otherwise acquired for your account or require you to pay to us for any Loss (as defined in the General Terms) incurred by us in connection with any of the foregoing.

**3.8.** You understand that Exchanges have established exercise cut-off times for the tender of exercise instructions in relation to options and those options may become worthless in the event that you do not deliver instructions by expiration time. You also acknowledge that we may specify exercise cut-off times that are earlier than the exercise cut-off times established by the relevant Exchanges, and you shall have no claims against us arising out of the fact that an option was not exercised if instructions were not provided in a timely manner. Failing separate specification, you shall deliver any exercise instructions so that the same are received by us at least 48 hours before the expiration time. We shall be authorised, but shall have no obligation, to exercise any option on your behalf that is 'in the money', where you have failed to provide instructions to us in a timely fashion. Where intermediate brokers do not specify a particular transaction when exercising an option, we may allocate in a way that seems to us to be most equitable.

**3.9.** You acknowledge and agree that it is your responsibility to monitor and ensure your compliance with any applicable limits on the size of a net position a person can hold in commodity derivatives traded on Exchanges and economically equivalent over-the-counter contracts (**Position Limit**). You warrant that in providing us with any instruction to carry out orders on your behalf, you will not be in breach of a Position Limit. You agree to notify us when you suspect or become aware that any Position Limit would be crossed if we were to execute an order for you.

**3.10.** You acknowledge that we may be unable to carry out orders in accordance with your instructions in order to ensure that the Position Limits are not crossed. In some circumstances, it may be necessary for us to unwind positions, including where this would lead to a breach of a Position Limit (including a breach by one of our counterparties). You consent to a Derivative Transaction in a commodity derivative that we entered into on your behalf being unwound, in whole or in part, in such circumstances when we view this as necessary in order to avoid breaching a Position Limit. For the avoidance of doubt, you acknowledge and agree that we will not be responsible for calculating Position Limits on your behalf or determining if Position Limits would be breached if we were to carry out orders in accordance with your instructions.

## **4. Reporting**

**4.1.** We will comply with our transaction reporting obligations under Applicable Regulations in relation to Derivative Transactions executed with you or on your behalf. For us to comply, you agree to promptly deliver to us transaction data and any other information that we may from time to time request to enable us to complete and submit transaction reports to the relevant competent authority or Exchange, which shall include, in respect of Derivative Transactions in commodity derivatives, such information on your positions in commodity derivatives as we may require and a notification as to whether the Derivative Transaction reduces risk in an objectively measurable way. Without such notification in respect of commodity Derivatives Transactions, we shall assume that the relevant Derivative Transaction(s) does not reduce your risk in an objectively measurable way.

**4.2.** Where you (including any individual who is considered to be an undertaking due to carrying out economic activities) instruct us to enter into a derivative contract which is subject to a reporting obligation under Applicable Regulations, we will ensure that the details of any such executed derivative contract and

of any modification or termination of the contract are reported to a trade repository in accordance with Applicable Regulations as from time to time in force.

**4.3.** Where you are incorporated or having place of business in the EU, you shall notify us in writing whether you exceed the clearing threshold established under Applicable Regulations in respect of OTC derivative contracts and indicate the relevant class or classes of OTC derivative contracts with respect to which the threshold has been exceeded. Where you are incorporated or having place of business outside the EU, you shall notify us in writing whether you would exceed the clearing threshold established under Applicable Regulations in respect of OTC derivative contracts, if you were established in the EU, and indicate the relevant class or classes of OTC derivative contracts with respect to which the threshold has been exceeded. Failing such notice, we will deal with you on the understanding that you do not calculate your positions and, therefore, are subject to the clearing obligation. You shall also notify us in writing when you no longer exceed (or would exceed, if you were established in the EU) the clearing threshold for any OTC derivative contracts class.

**4.4.** You acknowledge that disclosures made pursuant to clause 4.2 above, may include, without limitation, the disclosure of trade information including your identity (by name, address, corporate affiliation, identifier or otherwise) to any trade repository or one or more systems or services operated by any such trade repository (**TR**) and any competent regulators and that such disclosures could result in certain anonymous Derivative Transactions and pricing data becoming available to the public. You further acknowledge that, for purposes of complying with regulatory reporting obligations, we may use a third party service provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators. You further acknowledge that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as your home jurisdiction.

**4.5.** You agree to reconcile portfolios as required by the portfolio reconciliation risk mitigation techniques for OTC derivative transactions set out in Applicable Regulations.

**4.6.** On each business day following the date of execution of an OTC derivative contract, we will provide you with the key terms in relation to all outstanding OTC derivative contracts in a form of a Trade Report or an Account Statement, with a scope and level of detail that would be deemed reasonable to us. The information to be provided pursuant to this clause will be prepared as at the close of business on the immediately preceding business day and as specified in writing by us. The key terms shall include, but shall not be limited to, the valuation of each OTC derivative contract, the effective date, the scheduled maturity date, any payment or settlement dates, the notional value and currency of the sale or purchase of an OTC derivative contract, the underlying instrument, and any relevant fixed or floating rates of the Derivative Transaction.

**4.7.** On each business day immediately following the day specified in clause 4.6 above, you shall perform a comparison of the data provided by us against your own books and records of all outstanding Derivative Transactions in OTC derivative contracts in order to identify promptly any misunderstandings of key terms.

**4.8.** If you identify one or more discrepancies which you determine, acting reasonably and in good faith, are material to the rights and obligations in respect of one or more Derivative Transactions, you will notify us in writing as soon as reasonably practicable and consult with us in an attempt to resolve such

discrepancies in a timely fashion for so long as such discrepancies remain outstanding, using, without limitation, any applicable updated reconciliation data produced during the period in which such discrepancy remains outstanding.

**4.9.** If you do not notify us of any discrepancies by 4 p.m. UTC time on the second business day following the date on which we provided information to you, you will be deemed to have affirmed such information provided by us.

**4.10.** Each you and us agree that we will use the following procedure to identify and resolve any disputes between you and us as per clause 4.8 above:

(a) either party may identify a dispute by sending to the other party a notice in writing which states that it is a dispute notice and which sets out in reasonable detail the issue in dispute (including, without limitation, the Derivative Transaction(s) to which the issue relates);

(b) on or following the date on which a dispute notice is effectively delivered by one party to the other party (or, if, with respect to a dispute, both parties deliver a dispute notice, the date on which the first in time of such notices is effectively delivered), the parties will consult in good faith in an attempt to resolve the dispute in a timely manner, including, without limitation, by exchanging any relevant information and determining and applying a resolution method for the dispute; and

(c) with respect to any dispute that is not resolved within 5 business days of the dispute date, refer issues internally to appropriately senior members of staff of such party or of its adviser or auditor in addition to actions under (b) immediately above.

**4.11.** Each you and we agree to have internal procedures and processes in place to record and monitor any dispute for as long as the dispute remains outstanding.

## **5. Mandatory Delegated Reporting**

**5.1.** Where:

(a) you are a non-financial counterparty incorporated or having place of business in the EU and you have not exceeded the clearing threshold established under Applicable Regulations in respect of OTC derivative contracts (**NFC-**) and you have notified us accordingly as set out in these Terms; and

(b) you have not informed us in writing of your decision to report the details of your OTC derivative contracts with financial counterparties to a TR independently,

we will report on your behalf the details of OTC derivative contracts executed with or for you (**Relevant Transactions**) to a TR in accordance with Applicable Regulations and this clause 5. For the avoidance of doubt, no obligations under this clause 5 shall arise unless you have duly notified us of your NFC- status.

**5.2.** For us to comply, you agree to promptly deliver to us all information that we may from time to time request to enable us to submit the information that is required to be reported under Applicable Regulations (**Relevant Data**) to the relevant TR selected by us in our sole and absolute discretion (**Relevant TR**) by the later of the deadline for reporting as specified in Applicable Regulations (**Reporting Deadline**).

**5.3.** In respect of each Relevant Transaction you:

(a) agree and acknowledge that if you fail to comply with clause 5.2 above, we shall not submit any Relevant Data to a Relevant TR on your behalf until complete and accurate Relevant Data is received from you;

(b) represent to us that the information you deliver under clause 5.2 above is, at the time of delivery, true, accurate and complete in every material respect; and

(c) acknowledge that we may rely on the information you deliver under clause 5.2 above without investigation.

**5.4.** In respect of each Relevant Transaction, we will determine in our sole and absolute discretion whether the reporting obligation has arisen, the characterisation of the Relevant Transaction and the Relevant Data. If unique reference(s) need to be generated for inclusion in the Relevant Data, you agree that failing a separate written agreement to the contrary, we may generate such unique reference(s).

**5.5.** If you become aware of a material error in any Relevant Data reported to a Relevant TR in accordance herewith or any error in any data provided by you to us, you will notify us as soon as reasonably practicable and we will use reasonable efforts, acting in good faith and a commercially reasonable manner, to resolve such error.

**5.6.** You agree that we may utilise the services of a third party service provider to facilitate the submission of Relevant Data or other performance of our obligations hereunder (including but not limited to any platform, system, interface or other technology developed by any such third party service provider for such purpose). Where we have discretion in selecting a third party service provider, we will use reasonable care in the selection of the third party service provider.

**5.7.** You agree and acknowledge that our obligations under this clause 5 will automatically terminate once you:

(a) cease to be an NFC- as notified by you in writing or determined by us during your regular reviews or otherwise. You hereby agree to immediately notify us of you ceasing to be an NFC-; or

(b) notify us in writing of your decision to report the details of your OTC derivative contracts with financial counterparties to a TR independently.

**5.8.** For each Relevant Data reported on your behalf after the occurrence of circumstances set out in clause 5.7 above you will be charged with our average fee for the delegated reporting of derivatives.

**5.9.** You acknowledge and agree that notwithstanding any other provision of the Terms of Business, we and our directors, officers, employees, contractors and agents shall not have any liability to you (or any person claiming under or through you) whether in contract, tort (including negligence), breach of statutory or regulatory duty or otherwise, for any Loss (as defined in the General Terms) arising directly from, or in connection with:

(a) any acts, omissions or failures of any third party, including but not limited to any third party service provider or a Relevant TR (including any decision by a third party service provider or a Relevant TR not to permit us to submit Relevant Data via the third party service provider or to a Relevant TR on your behalf);

(b) the failure of any platform, system, interface or other technology, including any internal platform, system, interface or other technology, which we use or intend to use in the performance of our obligations or exercise of our rights under this Schedule; or

(c) a third party accessing or intercepting any information or data attributed to you, except to the extent that such Loss is due to the gross negligence, wilful misconduct or fraud on our behalf or that of our contractors or agents.