

## SCHEDULE D: ELECTRONIC SERVICES

Subject to this Schedule, we may provide the Services to you through dedicated electronic systems, meaning that we will act in respect of the Services upon computer generated orders and instructions. To this end, you will be given the right to use the automatic routing system you select, which permits you as user to place electronic orders, give instructions, notices and other communications to be then routed to desk execution or back office processing or to an exchange, or any other designated person or entity. To order this Service, you may either submit a Service Order Form (available from your relationship manager) or request this Service to be incorporated into your Fee Schedule. All Service Order Forms shall be signed by you and shall only become binding when countersigned by us.

### Definitions

**'User Code'** means any security access method enabling you to use E-Facility, which may include a user identifier, secret key, password, login, encryption, authentication code, digital signature or other security method, device or procedure.

**'BCS Trading Application'** or **'BTA'** means any proprietary electronic service offered to you by BCS.

**'E-Facility'** means any electronic service relating to trading, market data, research, trade processing, transfers, reconciliation, analytics (and related software, algorithms, documentation and services) made available by us, directly or indirectly (e.g. through a third party), from time to time, and through which we provide the Services to you and which may be either a BTA or a third party system operated by another vendor.

### 1. General

**1.1.** Subject to this Schedule, we grant to you a limited, non-exclusive, personal, revocable, non-transferable right to use E-Facility.

**1.2.** All patents, copyright, trademarks, trade secrets, database rights and all other intellectual property rights of any kind in E-Facility shall remain at all times the sole and exclusive property of BCS or our licensor(s), even where information or items have been created or developed by us or them specifically for you or at your request.

**1.3.** You shall not (and shall not permit any third party to) copy, use, analyze, modify, decompile, disassemble, reverse engineer, translate, convert, transfer, assign, sell, lease, service, distribute or otherwise commercially exploit E-Facility.

**1.4.** We make no representation or warranty, either express or implied, with respect to BTA or any third party system in any manner interfaced with BTA (or the results to be achieved by the use thereof), including, but not limited to, the implied warranties, representations, terms or conditions of merchantability, satisfactory quality or fitness for a particular purpose and all such

warranties, representations, terms and conditions are hereby waived except for any implied warranties, representations, terms or conditions relating to title.

**1.5.** You may use E-Facility for internal business purposes only.

**1.6.** All Service Order Forms once executed between you and us, shall constitute an integral part of this Schedule.

**1.7.** Upon termination of this Schedule, all licences granted in respect hereto shall immediately and automatically terminate.

**1.8.** You acknowledge and agree that damages may not be an adequate remedy for breach of the obligations set out in this Schedule and that nothing herein is intended to limit our right to seek alternative remedies, including an injunction or other equitable remedy.

## **2. Use**

**2.1.** E-Facility shall be used for:

- (a) terminal access(es) for electronic trading;
- (b) access to market data, analytics and research;
- (c) transmission of orders or instructions;
- (d) monitoring the activity and positions in your account(s); and
- (e) provision of software and communication links necessary for access.

**2.2.** E-Facility may be used to transmit, receive and confirm execution of trade orders, subject to the prevailing Applicable Regulations and Market Rules.

**2.3.** E-Facility may be used to place withdrawal or transfer instructions.

**2.4.** You may not:

- (a) upload files that contain software or other material protected by intellectual property rights (or by rights of privacy or publicity) or files that contain a virus or corrupted data;
- (b) delete any author attributions, legal notices or proprietary designations or labels;
- (c) use E-Facility in a manner that adversely affects the availability of its resources to other members; or
- (d) download a file that cannot be legally distributed via E-Facility.

**2.5.** We may at any time and in our absolute discretion impose and vary limits and conditions upon the placement of trading orders including limits on size, order types and execution venues and conditions concerning collateral requirements. We will use reasonable efforts to communicate them to you through E-Facility as soon as reasonably practicable.

**2.6.** You acknowledge that from time to time, and for any reason, E-Facility may not be operational or otherwise unavailable for example, due to servicing, hardware malfunction, software defect, service or transmission or market interruption, disruption or other cause. You represent and warrant to us that you have alternative arrangements which will remain in place for the transmission and execution of trading orders and instructions, by telephone, facsimile transmission, or otherwise, in the event, for any reason, circumstances prevent the

transmission and execution of all, or any portion of, your orders or instructions via E-Facility. In the event E-Facility is not operational, you agree to contact us by the alternative means.

**2.7.** You shall neither engage in, nor facilitate, nor fail to take reasonable steps to prevent:

- (a) any action or any course of conduct that has the effect, or may be expected to have the effect, of artificially and/or abnormally moving the price or value of any securities admitted to a regulated market or any instrument underlying such securities or the level of any index of which such securities are a component;
- (b) entering artificial orders or otherwise entering into or causing any artificial transaction;
- (c) reporting a fictitious transaction or any other false data to the exchange or other competent authority or causing such data to be input into any of their systems;
- (d) any action or any course of conduct that creates or may reasonably be expected to create any false or misleading impression as to the market in, or price or value of, any securities;
- (e) any other action or any other course of conduct that may damage the integrity and the transparency of the financial market; or
- (f) agreeing or acting in concert with, or providing any assistance to, any person with a view to or in connection with any action or course of conduct referred to in clauses (a) to (e) inclusive.

**2.8.** You acknowledge and agree that we may, in our sole discretion and without notice, restrict, suspend or cancel your right to use E-Facility if required to do so by an exchange, regulator, court or tribunal or other competent authority.

### **3. Electronic Orders and Instructions**

**3.1.** All orders and instructions placed via E-Facility shall be valid and binding on you.

**3.2.** No trading order, once given, may be varied, cancelled or withdrawn without our express consent. Cancellation requests and confirmations may be communicated via the E-Facility or by other means, including orally. You shall remain fully responsible for any orders given unless and until the request for cancellation, variation or withdrawal is confirmed as accepted by us.

**3.3.** We will not be obliged to check the accuracy or authenticity of any electronic orders or instructions.

**3.4.** You shall maintain with respect to E-Facility adequate systems and controls to ensure accuracy, order size, compliance with credit limits and balances is checked and validated and that duplication and order retransmission errors do not occur.

**3.5.** Further to any other rights granted to us in accordance with the Terms, we shall also have the right to reject or cancel trading orders or enter off-setting trading orders or restrict your ability to enter further orders or instructions in the event you do not comply with the

terms of this Schedule. We will use reasonable efforts to notify you hereof as soon as reasonably practicable.

**3.6.** Our computer data records shall, save in the case of manifest error, be conclusive evidence of its contents and are binding on you. Subject to your right of counter-evidence, you agree and recognize that these records constitute prima facie or (as the case may be conclusive evidence) and will be admissible in evidence before any competent court.

#### **4. Security**

**4.1.** You shall be fully responsible for use and protection of your User Code and will be liable to us under any and all Transactions occurring in an account opened, held or accessed with your User Code. You undertake to keep your User Code secure and not to share the User Code with any third party.

**4.2.** You represent and warrant that any individual who retains possession of the User Code has been duly authorised by you and you will be legally bound by his/her/its actions.

**4.3.** You shall immediately notify us in writing if you become aware of the following:

- (a) loss, theft or unauthorised use of your User Code;
- (b) failure to receive a message indicating that an order or instruction was received and/or executed;
- (c) failure to receive an accurate confirmation of execution;
- (d) receipt of a confirmation of an order or instruction which you did not place; or
- (e) inaccuracies in your account balances, positions, or Transactions/operations history.

**4.4.** The use and storage of any information including, without limitation, your User Code, portfolio information, Transaction activity, account balances or any other information obtained by you using E-Facility shall be your sole responsibility and risk.

#### **5. Additional User Codes**

**5.1.** We shall regard you as the sole end-user of E-Facility, acting for your own benefit.

**5.2.** Subject to clause 5.1 above, you may, from time to time purchase additional User Codes and we will grant access to E-Facility to additional users authorised by you in accordance with the provisions of these Terms.

**5.3.** If you wish to purchase additional User Codes, you shall request us in writing by filing a Service Order Form. We shall consider your request and should we agree, we will grant to you additional User Codes as requested and you shall pay to us the relevant fees for such additional User Codes as set out in the relevant Service Order Form. Where any additional User Code is purchased part way through the standard billing term, such fees shall be pro-rated for the remainder of the term.

**5.4.** In relation to your end-users, you undertake that:

- (a) you will ensure that all end-users use E-Facility in accordance with the terms and conditions of this Schedule and you shall be responsible for any breach of these Terms by any end-user;
- (b) the maximum number of end-users authorised to access and use E-Facility shall not exceed the number of User Codes you have purchased from time to time;
- (c) you will ensure that no User Code is used by more than one individual unless it has been reassigned in its entirety to another individual, in which case the previous user shall no longer have any right to access or use E-Facility;
- (d) each end-user shall keep User Code strictly confidential;
- (e) you will maintain a written, up to date list of current end-users and provide such list to us immediately upon request;
- (f) you will permit us to audit the use of E-Facility in order to establish the name and User Code of each end-user. Such audit may be conducted no frequently than once per quarter, at our expense and with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business; and
- (g) if we indicate that any User Code has been provided to any individual who is not an end-user, then you shall promptly disable such User Code and we will not issue any new User Code to any such individual.

## **6. Fees**

- 6.1.** Unless otherwise agreed in writing, we will not charge you separately for the use of E-Facility.
- 6.2.** You will be responsible for supplying and operating all equipment and software necessary to access and use E-Facility which is compatible with and can be properly connected to E-Facility. You shall bear all costs and expenses in relation to such equipment and software.

## **7. Limitation of Liability**

- 7.1.** You understand that the reliability, availability, access and security of information technology can never be assured. You expressly acknowledge and agree that E-Facility is provided on an 'as is' basis at your sole risk. Save as expressly set out in this Schedule, we make no warranty, representation or other assurance, express or implied, to you concerning E-Facility and all warranties, representations or other assurance relating to the use or the results of the use of E-Facility, whether arising under statute or otherwise, with respect to correctness, quality, accuracy, completeness, reliability, performance, non-infringement, merchantability, fitness for a particular purpose, timeliness, continued availability or otherwise, are hereby excluded to the maximum extent permissible.
- 7.2.** You agree that subject to clause 16 of the General Terms we shall not be liable to you or to any other person in any way for:

- (a) transmissions that are inaccurate or not received;
- (b) any defect, error, fault, omission, mistake or inaccuracy in information or data supplied through or generated by E-Facility;
- (c) failure of any systems or equipment (whether or not provided by us) or unavailability of E-Facility or any part thereof;
- (d) accepting or acting upon an unauthorised order or instruction which appears (or which we believe) to be from you;
- (e) delays in execution of orders, supply or provision of information; or
- (f) reliance upon any information or materials provided through E-Facility.