

SCHEDULE F: EXCHANGE-TRADED DERIVATIVES

Subject to this Schedule, we will enter into derivative contracts for you, the execution of which will take place on Exchanges (as defined in this Schedule below). This Schedule also describes the way in which we will carry out our reporting obligations in respect of such derivative contracts and, if specifically requested and agreed, may provide delegated reporting Services to you.

1. Derivative Transactions

1.1. 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 are documented in the Fee Schedule.

1.2. You (including, where applicable, on behalf of underlying customer(s) (as defined in the General Terms) for whom you are acting as agent) agree 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 (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) 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.

1.3. You (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) agree that we may require you to limit the number of open Derivative Transactions, which you (or where applicable, your underlying customer(s)) 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.

1.4. You (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) 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 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 (or where applicable, your underlying customer(s)) 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.

1.5. A margin call pursuant to clause 1.4 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 and you (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) agree that 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 (or where applicable, your underlying customer's or customers') 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.

1.6. 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 may and you (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) agree that we may, 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 (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) 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 (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) acknowledge and agree that it is your responsibility to make yourself aware of, and monitor the close-out deadlines applicable to any and all Derivative Transactions.

1.7. 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 (or where applicable, your underlying customer(s)) 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 (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) 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 (and/or, where applicable, your underlying customer(s)) to pay to us for any Loss (as defined in the General Terms) incurred by us in connection with any of the foregoing.

1.8. You (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) acknowledge 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 (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) 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 (and

where applicable, your underlying customer(s)) 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 (or where applicable, your underlying customer's or customers') 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.

1.9. You (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) acknowledge and agree that it is your (and where applicable, your underlying customer's or customers') responsibility to monitor and ensure 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 (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) warrant that in providing us with any instruction to carry out orders on your (or where applicable, your underlying customer's or customers') behalf, you (or where applicable, your underlying customer(s)) will not be in breach of a Position Limit. You (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) 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.

1.10. You (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) 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 (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) consent to a Derivative Transaction in a commodity derivative that we entered into on your (or where applicable, your underlying customer's or customers') 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 (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) acknowledge and agree that we will not be responsible for calculating Position Limits on your (or where applicable, your underlying customer's or customers') behalf or determining if Position Limits would be breached if we were to carry out orders in accordance with your instructions.

2. Reporting

2.1. We will comply with our transaction reporting obligations under Applicable Regulations in relation to Derivative Transactions executed with you or on your (or where applicable, your underlying customer's or customers') behalf. To us to comply, you (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) 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 (or where applicable, your underlying customer's or customers') 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.

2.2. Where you (including, where applicable, any individual who is considered to be an undertaking due to carrying out economic activities or agent acting for any underlying customer(s)) instruct us to enter into a derivative contract including any derivative contract that although executed on an Exchange falls under the definition of an OTC derivative contracts pursuant to 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.

2.3. Where you are a non-financial counterparty incorporated or having place of business in the EU, you shall notify us in writing whether you exceed the clearing threshold in respect of any class of OTC derivative contracts, which may be subject to the clearing obligation from time to time, indicating the relevant class or classes of OTC derivative contracts. Where you are a non-financial counterparty incorporated or having place of business outside the EU, you shall notify us in writing whether you would exceed the clearing threshold in respect of any class of OTC derivative contracts, which may be subject to the clearing obligation from time to time, if you were established in the EU, indicating the relevant class or classes of OTC derivative contracts. Failing such notice, we will deal with you on the understanding that no clearing threshold has been (or would have been) exceeded by you in respect of any OTC derivative contracts class. 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 such OTC derivative contracts class.

2.4. You (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) acknowledge that disclosures made pursuant to clause 2.2 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 (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) 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 (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) 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.

2.5. You (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) agree to reconcile portfolios as required by the portfolio reconciliation risk mitigation techniques for OTC derivative transactions set out in Applicable Regulations.

2.6. 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.

2.7. On each business day immediately following the day specified in clause 2.6 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.

2.8. 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.

2.9. 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 (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) such information provided by us.

2.10. Each you (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) and us agree that we will use the following procedure to identify and resolve any disputes between you and us as per clause 2.8 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.

2.11. Each you (including, where applicable, on behalf of underlying customer(s) for whom you are acting as agent) 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.

3. Delegated Reporting

3.1. Unless otherwise specifically agreed in writing between you and us, we will be under no obligation to report the details of any derivative contract, which is reportable by you pursuant to Applicable Regulations.

3.2. You may request that we help you to meet your reporting obligations pertaining to on-exchange derivative contracts and/or OTC derivative contracts (individually or collectively a **Relevant Transaction**) under Applicable Regulations (**Reporting Obligation**) by reporting, on your behalf, relevant data to a TR.

Where you so request and we agree, clause 3.3 to 3.11 will apply. Information with regard to the costs and expenses applicable to this Service may be obtained in the Fee Schedule.

3.3. In respect of each Relevant Transaction you appoint and authorise that we submit and subject to the other provisions of these Terms, we agree to use reasonable endeavours to submit, the information as determined by us in our sole and absolute discretion is required to be reported under Applicable Regulations (**Relevant Data**), to a TR selected by us and notified to you (a **Relevant TR**) by the later of the deadline for reporting as specified in Applicable Regulations (**Reporting Deadline**).

3.4. In respect of each Relevant Transaction, you:

(a) agree to deliver to us in time any data required for us to comply with our obligation under clause 3.3 above;

(b) agree and acknowledge that if you fail to comply with clause 3.4(a), we will be under no obligation to (but may) submit the Relevant Data to a Relevant TR by the Reporting Deadline;

(c) represent to us that the information you deliver under clause 3.4(a) is, at the time of delivery, true, accurate and complete in every material respect; and

(d) acknowledge that we may rely on the information you deliver under clause 3.4(a) without investigation.

3.5. Without prejudice to clause 3.10(a), 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 we may generate such unique reference(s).

3.6. If we do not report any of the Relevant Data by the Reporting Deadline, we will notify you as soon as reasonably practicable and you will be entitled to report such Relevant Data to a TR or to appoint a third party to make such report on your behalf. Other than in this instance or as otherwise agreed between you and us in writing, you will not report or arrange the reporting of the Relevant Data to a TR and will notify us immediately if you have reported or arranged the reporting of the Relevant Data to a TR other than in accordance with this provision.

3.7. Notwithstanding clause 3.8 below, you acknowledge and agree that we are not obliged to discover errors in or check the accuracy, authenticity or completeness, of any Relevant Data, whether that information derives from you or any other person (including without limitation any trading venue, central counterparty or similar financial market infrastructure but excluding ourselves).

3.8. Subject to clause 3.7 above, if we become aware of a material error in any Relevant Data reported to a TR in accordance herewith, we will use reasonable endeavours to notify the other party if doing so is thought, in our sole discretion, necessary to resolve such material error, and both parties will use reasonable efforts, acting in good faith and a commercially reasonable manner, to resolve such error. If you become aware of a material error in any Relevant Data reported to a 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 both parties will use reasonable efforts, acting in good faith and a commercially reasonable manner, to resolve such error.

3.9. 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.

3.10. You acknowledge and agree that:

- (a) we shall, at all times, perform our obligations and exercise discretion hereunder with reasonable care, provided that we shall not be required to do or cause to be done anything which is not permitted or is otherwise contrary to or inconsistent with the operating procedures of any third party service provider or any Relevant TR (including any decision by a third party service provider or any Relevant TR not to permit us to submit Relevant Data in accordance herewith) or is contrary to any Applicable Regulations or we are otherwise prevented from doing by any Applicable Regulations.
- (b) you remain solely responsible and liable for submission of all data subject to the Reporting Obligation which is not included in the Relevant Data and compliance with the your Reporting Obligation generally;
- (c) any submission of Relevant Data is made with a view to facilitating your reporting of data pursuant to the Reporting Obligation and is independent of any Reporting Obligation that we may or may not be subject to;
- (d) where we are not ourselves subject to the Reporting Obligation, any submission of Relevant Data is solely for the purpose of fulfilling our obligations hereunder;
- (e) we will not be required to provide any Services or otherwise perform hereunder to the extent any failure by us to provide Services or otherwise perform is due to a breach or other act or omission by you, any Relevant TR or any third party service provider;
- (f) without prejudice to any other agreement you may have with any Relevant TR or any third party service provider, you will not have recourse under or in relation hereto against any Relevant TR or any third party service provider in respect of any Relevant Data submitted hereunder or any other activities contemplated by this Schedule; and
- (g) the Reporting Obligation and, accordingly, the Service we provide under this Schedule, remain at all times subject to change as a result of further regulatory developments and guidance.

3.11. 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.