

## **SCHEDULE G: AGENCY**

This Schedule sets out the terms and conditions on which we will provide to you the Services referred to in the Terms where you are acting as agent for another person. Where you are dealing as principal (for own account or on a riskless principal basis) this Schedule will not apply.

### **1. Client and Underlying Customer**

**1.1.** In this Schedule, ‘**Underlying Customer**’ shall mean any of your underlying customers agreed by us from time to time on behalf of which you are to enter as agent into Transactions with us; where an Underlying Customer does not constitute a single legal person, means the trustees, individuals or other persons who are the primary representatives of the organisation, trust or fund on whose behalf they are dealing.

**1.2.** Unless we agree otherwise in writing, we will treat you alone as our client and will not treat any Underlying Customer as our client.

### **2. Advice Limitations**

You, as agent for the Underlying Customers and on your own behalf, retain full responsibility for making all investment decisions with respect to any Underlying Customer. We will not be responsible for judging the merits or suitability of any Transaction to be entered into on behalf of an Underlying Customer. Unless otherwise required under the Applicable Regulations, we shall have no responsibility for your or any Underlying Customer’s compliance with any laws or rules governing or affecting your conduct or that of any Underlying Customer, or for your or any Underlying Customer’s compliance with any laws or rules governing or affecting Transactions.

### **3. Representations, Warranties and Undertakings**

**3.1.** As agent for each Underlying Customer and on its own behalf, you represent and warrant to us as of the date of each Transaction, that:

(a) you and your Underlying Customer each have all necessary authority, powers, consents, licences and authorisations and have taken all necessary action to enable you to lawfully enter into and perform under this Schedule, the Terms of Business and each Transaction and to grant security and powers referred to in this Schedule and the Terms of Business;

(b) the person(s) entering into this Schedule and each Transaction under it have been duly authorised to do so;

(c) this Schedule, the Terms of Business and each Transaction and the obligations created under each of them are binding upon, and are enforceable against, you and your

Underlying Customer in accordance with their terms and do not and will not violate the terms of any regulation, order, charge, agreement or document by which you or your Underlying Customer is bound;

(d) you and your Underlying Customer (individually and collectively) are permitted under its constitution and any applicable law or regulation and are financially able to sustain any loss which may result from Transactions, and that entering into Transactions is a suitable investment vehicle for the Underlying Customer;

(e) the relevant Underlying Customer owns, with full title guarantee and free from any mortgage, charge, lien or other third party interest or encumbrance whatsoever, all investments, cash, collateral and other property deposited with, transferred to us or charged in our favour and that neither you acting as agent for the relevant Underlying Customer, nor the Underlying Customer itself, will further pledge or charge such property or grant any lien over such property except with our prior written consent; and

(f) any information which you provide or have provided to us in relation to you or your Underlying Customer is accurate and not misleading in any material respect.

**3.2.** As agent for each Underlying Customer and on your own behalf, you covenant to us that you will:

(a) ensure at all times that you and your Underlying Customer obtain and comply with the terms of and do all that is necessary to maintain in full force and effect all authority, powers, consents, licences and authorisations referred to above;

(b) act as agent for an Underlying Customer where you are duly authorised to do so and within the scope of your actual authority;

(c) immediately notify us if you cease to act for any Underlying Customer or if the basis upon which you act on behalf of an Underlying Customer alters to an extent which would affect the Terms of Business or any Transaction made thereunder; and

(d) immediately notify us in writing if at any time any of the warranties, representations or undertakings in this Schedule are or become or are found to be incorrect or misleading in any respect.

**3.3.** You will be required to provide us with information necessary to settle Transactions entered into by us under your order. Where payment or delivery in relation to any Transaction is to be made by an Underlying Customer directly to our account or to an account in the name of an Underlying Customer or where an Underlying Customer is to be registered with an exchange, market or clearing house, you undertake to inform us and to provide to us before the due date for settlement or registration, as the case may be, all necessary information and documents, including, for the avoidance of doubt, Underlying Customer's due diligence documents and relevant settlement instructions. You as agent for each Underlying Customer authorise us to disclose information about the Underlying Customer to a third party to the extent necessary to settle the Transaction for the Underlying Customer or otherwise in accordance with the Applicable Regulations and Market Rules. You represent and warrant to us

that each Underlying Customer whose data you supply or will supply to us in connection herewith (whether provided electronically or otherwise) has authorised you to consent to us processing, collecting, recording, using, combining, holding, retaining, disclosing, destructing, and transferring to the relevant third parties in any country including countries outside the European Economic Area, the data and information as defined in this Schedule. You understand that registering or accepting cash or securities from an Underlying Customer or settling a Transaction with an Underlying Customer shall be without prejudice to us treating you alone as our client. You acknowledge that we may require further information and documentation in order to complete such registration or settlement.

**3.4.** You undertake to advise us in relation to any Transaction on any service fee payable by the Underlying Customer in consideration for your service in that Transaction which fee may be received by us directly from the Underlying Customer, for further credit to your account with us.

**3.5.** You agree to forward to an Underlying Customer any documentation in relation to such customer that we are required to provide under the Applicable Regulations and which we make available to you for that purpose.

**3.6.** Upon request, we may, in respect of each Underlying Customer, establish and maintain one or more separate sub-accounts. We shall, subject to these Terms, administer sub-accounts which we reasonably believe relate to different Underlying Customers separately and will not exercise any power to consolidate accounts or set off amounts owing between sub-accounts relating to different Underlying Customers. You undertake, as agent for the relevant Underlying Customer and on your own behalf, in respect of each instruction given, to specify the sub-account to which the relevant instruction relates.

#### **4. Anti-Money Laundering**

**4.1.** You represent, warrant and undertake to us that you are and will at all times be in compliance with all Applicable Regulations combating money laundering and terrorist financing. Where you are a person described in clause 4.2 below, you expressly consent to be relied on to apply customer due diligence measures and where required, will forthwith furnish us with the documentary evidence retained in respect of any of your Underlying Customers to the extent permitted by the Applicable Regulations.

**4.2.** Where you are a regulated credit institution or financial institution in the European Economic Area or operate in countries outside the European Economic Area which according to a decision of the Advisory Authority for Combating Money Laundering and Financing of Terrorism, have been determined that they impose equivalent procedures and measures for the prevention of money, you represent and warrant to us that you have:

- (a) identified and verified the Underlying Customer's identity on the basis of documents, data or information obtained from a reliable and independent source;

- (b) identified the beneficial owner(s) and has taken risk-based and adequate measures to verify its/their identity on the basis of documents, data or information obtained from a reliable and independent source so that you know who the beneficial owner(s) is/are and understand the ownership and control structure of the Underlying Customer;
- (c) verified that the natural person who appears to act on behalf of the Underlying Customer is properly authorised for this purpose and his/her identity has been established and verified.

**4.3.** Where you are a person other than as set out in clause 4.2 above, we may refuse to deal or at any time suspend dealing with you until we obtain evidence in the form and substance satisfactory to us, of the Underlying Customers and of the measures, systems, procedures and controls implemented by you for the prevention of money laundering and terrorist financing and the identification of your Underlying Customers similar to those laid down in the EU Directive and/or the local implementing legislation.

## **5. Guarantee and Discharge**

**5.1.** Notwithstanding that you may act as agent on behalf of any Underlying Customer, you agree to be responsible for the due performance of every Transaction which we enter into as a result of your orders. In consideration of us executing or continuing entering into Transactions under this Schedule as we in our absolute discretion see fit, you unconditionally and irrevocably guarantee to us punctual performance by each Underlying Customer of all of its obligations under the Terms and undertake with us that whenever any Underlying Customer does not pay or perform under any Transaction, you will immediately on demand perform in lieu of the Underlying Customer as if you were the principal obligor.

**5.2.** As agent for each Underlying Customer and on your own behalf, you agree that where any payment or other performance (including the delivery of securities or any other property) is due from us under the Terms, it shall be a discharge of our obligation to make such payment or performance to you notwithstanding that your Underlying Customer shall be interested (whether beneficially or otherwise) in such payment or performance.