

## SCHEDULE F: 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 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. 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. For 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 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.

**2.3.** 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.

**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. Mandatory Delegated Reporting**

**3.1.** 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 3. For the avoidance of doubt, no obligations under this clause 3 shall arise unless you have duly notified us of your NFC- status.

**3.2.** 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**).

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

(a) agree and acknowledge that if you fail to comply with clause 3.2 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 3.2 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 3.2 above without investigation.

**3.4.** 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).

**3.5.** 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.

**3.6.** 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.

**3.7.** You agree and acknowledge that our obligations under this clause 3 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.

**3.8.** For each Relevant Data reported on your behalf after the occurrence of circumstances set out in clause 3.7 above you will be charged with our average fee for the delegated reporting of derivatives.

**3.9.** 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, willful misconduct or fraud on our behalf or that of our contractors or agents.