



Terms of Business

Virtu Europe Trading Limited

The Terms of Business (the “**Agreement**”) are issued to you (the “**Customer**”) by **Virtu Europe Trading Limited** having its registered office at North Dock One, 5th Floor, 91-92 North Wall Quay, Dublin 1, D01 H7V7 Ireland (“**VETL**” or “**us**”).

Except to the extent that there is a written agreement of the Terms of Business executed by both parties in place, this Agreement supersedes (a) any previous agreement between us on the same subject matter; and/or (b) any document received by you on the same subject matter. You will be deemed to have accepted the terms of this Agreement and it shall take effect on the first date that that we provide a service to you or you place an order or otherwise agree to enter into a transaction with us (the “**Effective Date**”). You should retain a copy of this Agreement for your records. Where VETL enters into a transaction with Customer, VETL shall execute such transaction solely on the terms of this Agreement, as set forth below.

1. Services

(a) Subject to the terms and conditions of this Agreement, VETL agrees to provide and make available to Customer certain brokerage and other services (“**Services**”) including the services as set forth on the schedules attached hereto, as these schedules may be amended from time to time (each a “**Schedule**”).

(b) Customer may access and utilize the Services (i) via telephone, the Internet, e-mail, electronic messaging, a non-VETL trading system (for example, a non-VETL order management system or execution management system), dedicated telecommunication lines operating under the FIX protocol, and/or any other means of telecommunication interface between VETL’s systems and Customer’s systems (each a “**Non-VETL System**”), and/or (ii) if Schedule A-2 is attached hereto, subject to the terms and conditions therein, an VETL proprietary software product.

2. Representations, Warranties, Covenants and Acknowledgements

Customer hereby represents, warrants, covenants, acknowledges and agrees as follows:

(a) The Services and all patents, trademarks, copyrights, trade secrets and other proprietary and intellectual property rights (“**Intellectual Property**”) embodied therein or relating thereto remain the exclusive property of VETL and/or its affiliates, partners and suppliers. All rights not expressly granted hereunder are reserved by VETL.

(b) Customer’s use of the Services, including all transactions effected by Customer, is subject to, and Customer will comply with, all applicable laws, regulations, rules, codes, rulings, directives and interpretations of any applicable governmental or regulatory entity and those of any exchange, market or clearing house where transactions are executed or effected by or on behalf of Customer (each, a “**Governmental Authority**”), as these may be amended and supplemented from time to time (“**Applicable Law**”).

(c) Customer has all requisite legal authority to enter into and be bound by this Agreement. Customer represents and warrants that each time Customer enters an order or effects a transaction via the Services or a Non-VETL System, (i) Customer has all requisite legal authority and capacity to enter and effect such order and any transaction resulting therefrom, (ii) such order or transaction is placed only by an individual empowered by Customer to place such order, and (iii) such order or transaction is either for the account of Customer or for an account for which Customer has investment discretion. If Customer exercises investment discretion on behalf of its clients and enters into transactions under this Agreement on behalf of such clients, Customer represents and agrees that it has authority to execute, and will be deemed to have executed, this Agreement on behalf of each such client and agrees that each such client is included in the definition of Customer for purposes of this Agreement.

(d) Customer further acknowledges and agrees to the additional terms and conditions applicable to the Services as set forth in any Schedule.

3. Fees

(a) Customer agrees to make timely payment of the fees set forth in any Schedule, writing, or other communication with Customer from time to time (the “Fees”), subject to the terms and conditions set forth therein.

(b) All charges and fees provided for in this Agreement are exclusive of and do not include any taxes, duties or similar charges imposed by any Governmental Authority. Customer agrees to pay or reimburse VETL upon demand for all sales, use, excise or other taxes, fees or duties arising out of this Agreement other than taxes on the income of VETL.

4. Term and Termination

(a) This Agreement is effective as of the Effective Date and will continue in effect until the termination of all transactions and Schedules entered into pursuant to the terms of this Agreement. The provisions of Sections 2, 3 (solely with respect to payments outstanding), this Section 4(a), and Sections 5, 6, 7, 8, 9 and 10 will survive any termination of this Agreement.

(b) Either party may, by written notice to the other party, terminate this Agreement or any Schedule effective at any time if: (i) required by Applicable Law, (ii) the other party terminates or suspends its business, becomes insolvent, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar authority, or (iii) the other party becomes subject to any bankruptcy or insolvency proceeding under Applicable Law, such termination being effective immediately upon any declaration of bankruptcy or insolvency.

(c) Either party may terminate this Agreement or a Schedule (if applicable), effective upon written notice, if the other party is in breach of any material item, condition, or provision of this Agreement or the applicable Schedule, which breach, if capable of being cured, is not cured within thirty (30) days of the non-breaching party receiving written notice of such breach.

(d) Customer further acknowledges and agrees to be bound by and to perform its obligations in accordance with the additional terms and conditions applicable to the Services as set forth in any Schedule and any other applicable terms and conditions incorporated therein.

5. Disclaimer of Warranties

THE SERVICES ARE PROVIDED TO CUSTOMER ON AN “AS IS” BASIS. VETL MAKES NO EXPRESS OR IMPLIED WARRANTY CONCERNING THE SERVICES OR ANY NON-VETL SYSTEM, WHETHER IN WHOLE OR IN PART, AND VETL EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT THERETO. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE IS NO GUARANTEE THAT THE SERVICES OR ANY NON-VETL SYSTEM WILL MEET CUSTOMER’S REQUIREMENTS, BE ERROR FREE, OR OPERATE WITHOUT INTERRUPTION.

6. Limitation of Damages

(a) IN NO EVENT WILL VETL, VETL’S AFFILIATES OR ANY THIRD PARTY PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THEIR PERFORMANCE HEREUNDER, HOWEVER CAUSED OR ALLEGED, REGARDLESS OF WHETHER VETL, VETL’S AFFILIATES OR ANY THIRD PARTY PROVIDER HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH ANY TRADING LOSSES, FOREGONE GAINS OR FAILURE TO SUCCESSFULLY IMPLEMENT AN INVESTMENT STRATEGY.

(b) IN NO EVENT WILL VETL, VETL'S AFFILIATES OR ANY THIRD PARTY PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THEIR PERFORMANCE HEREUNDER, OR THE TRANSACTIONS CONTEMPLATED HEREBY, HOWEVER CAUSED OR ALLEGED, IN EXCESS OF THE FEES PAID OR PAYABLE TO VETL UNDER SCHEDULE A DURING THE ONE MONTH PRECEDING THE DAMAGE INCURRED BY CUSTOMER.

7. Indemnification

Customer agrees to indemnify, defend and hold harmless VETL and its affiliates, and their respective directors, officers, employees, and permitted successors and assigns (the "**VETL Indemnified Parties**") from and against any and all liabilities, losses, settlement payments, damages, costs, and expenses whatsoever (including reasonable attorneys' fees) (collectively, "**Damages**") arising out of any actions, demands, claims, proceedings, or suits brought by any third party relating to: (A) Customer's use of the Services, or (B) Customer's breach of this Agreement or any Schedule.

8. Confidentiality

(a) "Confidential Information" means (i) all information relating in any manner to either party, their affiliates, or their respective directors, officers, employees, agents, consultants, auditors, advisors or other representatives ("**Representatives**"), or their respective businesses, including, without limitation, any information, strategies or methods relating to finances, marketing, customers, employees, suppliers, vendors, partners, software, products, technical data, know-how, specifications, research, inventions, processes, and other proprietary information, strategies or methods, as well as the terms and existence of this Agreement, however documented, that have been or are provided or shown to a party or any of its Representatives (the "**Receiving Party**") by or on behalf of the other party or its Representatives (the "**Disclosing Party**") or is obtained from review of documents or property of the Disclosing Party, along with any notes, analyses, compilations, studies, summaries and other material containing or based, in whole or in part, on any such information. Confidential Information does not include information that: (w) is generally publicly available, other than as a result of a disclosure by the Receiving Party in violation of this Agreement; (x) is in the lawful possession of the Receiving Party prior to its disclosure by or on behalf of the Disclosing Party; (y) was or becomes available to the Receiving Party on a non-confidential basis from a third party that is not bound by a similar duty of confidentiality (contractual, legal, fiduciary or other), or (z) is independently developed by the Receiving Party without reliance on or use of any Confidential Information.

(b) During and after the term of this Agreement, each party must, and must cause each of its Representatives to, maintain the confidentiality of the Confidential Information. Without limiting the generality of the foregoing, the Receiving Party must not, and must cause each of its Representatives not to (i) disclose any of the Confidential Information to any third party or to a Receiving Party Representative who is not a Permitted Disclosee (as defined below), except with the prior written consent of the Disclosing Party, (ii) use any of the Confidential Information except as expressly permitted by this Agreement or as necessary to perform under or receive the benefits of this Agreement (each, a "**Permitted Use**"), or (iii) take any other action with respect to Confidential Information that is detrimental to the Disclosing Party or inconsistent with the confidential and proprietary nature of such information. A "**Permitted Disclosee**" is a Representative of Receiving Party who (x) requires the Confidential Information for the Permitted Use, and (y) is informed by the Receiving Party of the confidential nature of the Confidential Information. Customer and VETL each agrees to be fully responsible for the acts and omissions of such party's Permitted Disclosees.

(c) Notwithstanding anything to the contrary in this agreement, each party agrees that Confidential Information may be disclosed by either party to the extent required by Applicable Law, regulation, rules or by legal process or required or requested by any Governmental Authority without providing notice to the Disclosing Party.

(d) Upon the termination of this Agreement, the Receiving Party must, and must cause its Representatives to (i) promptly return to the Disclosing Party or (ii) destroy all Confidential Information furnished to the Receiving Party or its Representatives hereunder, except as may be required by

Applicable Law, the Receiving Party's reasonable internal document retention, electronic backup or similar policies, or as expressly permitted by this Agreement. An authorized officer of the Receiving Party must, if requested by the Disclosing Party, promptly certify in writing that the Receiving Party has complied with the provisions of this subsection.

9. Data Protection

(a) Each party will comply with all applicable requirements of the General Data Protection Regulation ((EU) 2016/679) (the "GDPR") and any national implementing laws, regulations and secondary legislation, and any successor legislation to the GDPR or the Data Protection Act 2018 in the United Kingdom (where the GDPR is no longer directly applicable in the United Kingdom), in each case to the extent applicable to such party and as amended or updated from time to time ("**Data Protection Legislation**") in relation to the processing of any personal data of a party, or a party's employees or clients, or any other individual provided or made available to the other party by or on behalf of such party in connection with this Agreement ("**Personal Data**").

(b) The parties acknowledge and agree that for the purposes of Data Protection Legislation, VETL is a "data controller" (as that term is defined in Data Protection Legislation) in relation to Personal Data provided or made available to VETL by or on behalf of the Customer ("**Customer Personal Data**").

(c) Without prejudice to the generality of subsection 9(a), the Customer represents and warrants to VETL on a continuing basis that:

(i) it has in place all necessary appropriate consents and notices to enable lawful transfer of the Customer Personal Data to VETL for the purposes of this Agreement; and

(ii) such Customer Personal Data is accurate, relevant, up-to-date and limited to what is necessary for the purposes of this Agreement.

10. Miscellaneous

(a) Notices. Any notice, request, demand or other communication (each a "**Notice**") pursuant to this Agreement must be given in writing as specified below using one of the following methods: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or e-mail. A Notice is effective upon the earlier of (i) the date the Notice is actually received by the addressee, or (ii) (A) if sent by Registered or Certified Mail, five (5) business days after the Notice is sent, (B) if sent by nationally recognized overnight courier, two (2) business days after the Notice is sent, or (C) if sent by e-mail, one (1) business day after the Notice is successfully sent.

If sent to VETL:

Legal Manager

Virtu Europe Trading Limited

Ropemaker Place

25 Ropemaker Street

London EC2Y 9LY

United Kingdom

TEL: +44 (0)20 7670 4196

E-mail: compliance-eu@virtu.com

If sent to Customer:

Attn.: []

Address: []

TEL: []

E-mail: []

(b) Entire Agreement; Amendment; Waiver; No Joint Venture. This Agreement, any Schedules (which are incorporated by reference into this Agreement and are an inseparable part hereof) and any forms executed in connection herewith constitute the entire agreement between the parties. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement, whether oral or written, are superseded by this Agreement. Other than in accordance with Section 10(i) and paragraph 2 of Schedule A (*Brokerage and Trading Services*), no party may amend this Agreement, except in writing (not including e-mail) and executed by both parties. No provision of this Agreement may be waived, except in writing (not including e-mail) and executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition and is not to be construed as a waiver on any future occasion or against any other person. Neither this Agreement nor the performance of the Services described herein or provided hereunder shall be considered to create a joint venture or partnership, or an employment relationship, between VETL and Customer or between Customer and any other person or entity for which VETL may perform the same or similar services.

(c) Severance. If any provision of this Agreement is deemed to be invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, or, if such modification is impossible, the relevant provision (or part provision) shall be deemed deleted. Any modification to or deletion of a provisions (or part provision) shall not affect the validity and enforceability of the remaining provisions of this Agreement.

(d) Assignment. This Agreement and any rights granted hereunder may not be assigned by Customer, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the prior written consent of VETL, which will not be unreasonably withheld. Customer may not delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this subsection is void. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

(e) Third Party Beneficiaries. Except for persons expressly granted rights under Section 7, this Agreement shall not be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person or entity who is not a party hereto.

(f) Governing Law and Forum Selection. The laws of England and Wales govern all matters, controversies or claims arising out of or relating to this Agreement, all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement and any non-contractual obligations arising out of or in relation to this Agreement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement, the transactions it contemplates or any non-contractual obligations arising out of or relating to this Agreement must bring the legal action or proceeding in the courts of England and Wales, and each party consents to the exclusive jurisdiction of the foregoing courts and their appellate courts for all such actions or proceedings. Each party waives, to the fullest extent permitted by law, any objection it may have to the laying of venue in the foregoing courts and any claim that an action or proceeding brought in such a court has been brought in an inconvenient forum.

(g) Force Majeure. Neither party will be liable for any failure or delay in its performance under the Agreement (other than a failure to comply with payment obligations) due to a Force Majeure Event (as defined below). If a Force Majeure Event occurs, the nonperforming party is excused from the performance of those Services directly prevented by the Force Majeure Event to the extent so prevented. "Force Majeure Event" means an unforeseeable event beyond a party's reasonable control that (i) prevents a party, in whole or in part, from performing its obligations under this Agreement, (ii) is not the fault of the nonperforming party, and (iii) is unavoidable by the exercise of due diligence.

(h) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original and together will constitute only one agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party pursuant to Section 10(a).

(i) Electronic Agreements. Customer consents to the delivery by VETL to Customer of confirmations, any other required or optional communication or agreement under Applicable Law and any agreements or changes in the terms and conditions of the Services, by e-mail or publication on the Global Brokerage and Trading Terms of Service page on VETL's web site (as further set forth in Schedule A hereto) or the Legal page on VETL's web site, or via other electronic means. Any such documents so delivered or published are deemed to be "in writing." If VETL requests Customer's signature or acknowledgment with respect to any such document and any of Customer's users electronically agrees, Customer will be deemed to have signed the document to the same extent and with the same effect as if an authorized signatory of Customer had signed the document.

(j) Settlement. This clause sets out the terms that are intended to ensure compliance with Regulation (EU) No 909/2014 ("CSDR") and the Commission Delegated Regulation (EU) 2018/1229 ("CSDR RTS"), each as amended from time to time.

(i) VETL and Customer agree to utilise electronic messaging protocols to satisfy the written confirmation clauses set out in Article 6(2) of CSDR.

(ii) Customer agrees that where Customer sends VETL written allocations, this also constitutes written confirmation of Customer's acceptance of the terms of the transaction in accordance with the requirements. Customer shall not be required to provide the written allocation and written confirmation referred to above upon execution of a transaction where Customer grants VETL access to, or otherwise makes available to VETL, on an ongoing basis, the information referred to in Article 2 of the CSDR RTS.

(iii) Customer shall comply with the applicable obligations under CSDR and the CSDR RTS, including but not limited to meeting settlement time-frame requirements specified therein.

(iv) Without prejudice to any and all other remedies available to VETL, Customer agrees to pay or reimburse VETL upon demand for all penalties prescribed under law or regulation, including without limitation penalties prescribed by CSDR and/or the CSDR RTS in relation to the settlement of related or onward transactions as a result of any settlement delay or failure by Customer.

Schedule A

Brokerage and Trading Services

1. VETL agrees to provide to Customer, and Customer accepts, certain brokerage and electronic services (including, but not limited to, direct market access, order routing, algorithmic, foreign exchange and related services) as agreed by the parties from time to time. The pricing for these services shall be as set out in this Agreement or as otherwise agreed between the parties from time to time.
2. Customer acknowledges and agrees that (a) the services provided under this Schedule are subject in all respects to the additional terms and conditions set forth in Schedule A-1 hereto and, to the extent permitted by and in accordance with Applicable Law, the global brokerage and trading terms and conditions set forth at <https://www.virtu.com/legal/>, as these may be amended, supplemented or modified from time to time by VETL (“Global Brokerage and Trading Terms of Service”), and (b) this Schedule A, including any sub-schedules, can be terminated in whole or in part by VETL or Customer at any time in their sole discretion, *provided that* neither VETL nor Customer may terminate Schedule A-1 or the Global Brokerage and Trading Terms of Service without terminating this Schedule A and any other sub-schedules in their entirety. The Global Brokerage and Trading Terms of Service may be amended by VETL by written notice to Customer from time to time if VETL, in its sole and absolute discretion, considers such amendment to be required by Applicable Law. By continuing to use the Services under this Schedule A, Customer agrees to be bound by and observe the then-current version of the Global Brokerage and Trading Terms of Service and should therefore review the current provisions from time to time. For the avoidance of doubt, any modification to or deletion of this provision (whether in whole or in part) under Section 10(c) of this Agreement shall not affect the validity and enforceability of the remaining provisions of this Agreement.
3. Any references in this Schedule A, including any sub-schedules, to securities and similar terms will be deemed, in the context of any foreign exchange transaction entered into by Customer with VETL, to refer to the relevant currencies, as appropriate.

Schedule A-1

Additional Terms and Conditions Applicable to Worldwide Markets

With respect to Services relating to securities trading in all markets worldwide, Customer hereby acknowledges and agrees as follows:

1. General. VETL is authorized and regulated by the Central Bank of Ireland ("CBoI") and by the UK's Financial Conduct Authority ("FCA") for the conduct of investment business in the UK. The CBoI's registered address is New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3, Ireland. The FCA's registered address is 12 Endeavour Square, London, E20 1JN, UK. Without prejudice to the generality of Section 2(b) of this Agreement, Applicable Law shall include the European Communities (Markets in Financial Instruments) Regulations, 2007, as amended, the rules of the CBoI and the rules of the FCA applicable to VETL's investment business.

2. Client Categorization. VETL categorizes Customer in accordance with Schedule B. VETL provides services to Eligible Counterparties and Professional Clients only and does not provide services to Retail Clients. If VETL has categorized Customer as an Eligible Counterparty, Customer will not receive the protection of Applicable Law afforded to Professional Clients. VETL will treat Customer alone as its client and not any third party on whose behalf Customer may be acting even if the identity of such person is known to VETL.

3. Customer Consents and Acknowledgements. Customer acknowledges and agrees to the matters set out in Schedule B.

4. POSIT. Transactions executed in POSIT®, the multilateral trading facility operated by VETL, are subject to the Rules of POSIT, as amended from time to time. Customer hereby acknowledges receipt of a copy of the Rules of POSIT with this Agreement and agrees to be bound by the Rules of POSIT. Customer may access the Rules of POSIT as amended from time to time at www.virtu.com. Customer acknowledges and agrees that market orders and marketable limit orders transmitted by Customer via the Services may be passed by VETL through POSIT or any successor thereto, which may provide Customer with an opportunity for price and size improvement and expose Customer's orders to liquidity not normally available on the open market. Customer acknowledges that there is no guarantee of an order being executed in POSIT and that the process of scanning and routing orders via POSIT may result in the order being delayed in reaching its original destination market center.

5. Suitability. Customer acknowledges and agrees that the investment services received by it from VETL do not include complex financial instruments, that they are provided at Customer's request, that Customer has the necessary experience and knowledge in order to understand the risks involved in relation to the investment service and that Customer is in a position to judge fully the suitability and appropriateness of the investment services and advice given for Customer's trading objectives. VETL shall not be obliged to warn Customer of the nature of any risks involved in any transaction or course of action, irrespective of whether it has been recommended by VETL, nor provide Customer with any written risk warnings in relation to transactions in any investment instrument.

6. Conflicts of Interest. In accordance with the rules of the CBoI and FCA applicable to its investment business and its own conflict of interest policies, VETL has in place arrangements to manage conflicts of interest that arise between itself and Customer and between its different Customers, including administrative and organizational arrangements to ensure that its employees (including tied agents) act independently and in a manner designed to safeguard the interests of Customer. Where VETL does not consider that such arrangements are sufficient to manage a particular conflict, VETL

will inform Customer of the nature of the conflict so that Customer can decide how to proceed.

Although it does not engage in proprietary trading and it does not experience conflicts of interest normally associated with such activity, when VETL executes or arranges any transaction for Customer, VETL (or an affiliated company) may have an interest, relationship, arrangement, or duty which give or may give rise to a conflict of interest with Customer's interest(s) in relation to the investment or transaction concerned or investments or assets underlying, derived from or otherwise directly or indirectly related to such investments ("Material Interest").

Subject to Applicable Law and VETL's obligation to inform Customer in this provision, Customer agrees that VETL (or an affiliated company) is entitled to provide services to, or effect transactions for, Customer, notwithstanding that VETL may have a Material Interest in, or a potential conflict of interest in relation to, the transaction or investment concerned, and Customer consents to VETL's acting in any manner which VETL would consider appropriate in such cases.

Should any conflict of interest arise from any source, VETL will take all necessary steps to ensure fair treatment for Customer in relation to any such transactions and will manage any conflict of interest in accordance with VETL's conflicts of interest policies.

7. Best Execution. It is the policy of VETL to take all sufficient steps to provide best execution to Clients to whom we categorise as Professional Clients as defined in Applicable Law when executing orders. Information on the steps taken by VETL to provide Customer with best execution are set out in VETL's Order Execution Policy. VETL will notify clients of any material changes to its Order Execution Policy and such amendments will be published on the VETL website at: www.virtu.com.

8. Customer Transactions. VETL may combine Customer's orders with orders from other clients. Combining orders in this way may generally result in Customer obtaining a more favorable price. However, it may work to Customer's disadvantage in relation to a particular order. Where VETL executes a series of transactions with or for Customer on the same trading day or over other such period as may be agreed, VETL may determine a uniform price for the transactions and report to Customer accordingly. VETL may calculate such uniform price as the weighted average of the various prices of the transactions in the series. Customer acknowledges and agrees that the settlement of Customer's transactions may be subject to settlement netting as operated by central counterparties or other market participants.

9. Client Assets and Interest. VETL does not offer custodial services. However, where for any reason client money or instruments ("Client Assets") must be held by VETL for any period of time on Customer's behalf, they will be held by VETL in accordance with the client asset requirements of the CBoI (the "Client Asset Rules").

Customer acknowledges and agrees to the matters set out in Schedule C.

10. Complaints. VETL operates a complaints procedure. Any complaint made by Customer regarding investment business services provided by VETL to Customer that is not investigated and/or resolved within five business days will be referred to VETL's Compliance Officer. VETL will make every effort to investigate

and/or resolve complaints in a fair and equitable manner. If, after investigation by VETL, Customer is not satisfied with the outcome, Customer may refer the matter to the CBoI. Furthermore, Customer may also be entitled, to request the FCA's Complaints Bureau to investigate complaints within its terms of reference. VETL will notify you of such entitlement in its initial response to your complaint.

11. Investor Compensation. Under Section 38(1) of Ireland's Investor Compensation Act 1998 (the "Act"), VETL is required to inform actual and intending investors of the following information concerning investor compensation:

- (a) The Act provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as "eligible investors") of authorized investment firms, as defined in the Act.
- (b) VETL is a member of the compensation scheme.
- (c) Compensation may be payable where money or investment instruments owed or belonging to clients and held by VETL cannot be returned to those clients for the time being and there is no reasonably foreseeable opportunity of VETL being able to do so.
- (d) A right to compensation will arise:
 - where the client is an eligible investor as defined by the Act;
 - if it transpires that VETL is not in a position to return client money or investment instruments owed or belonging to clients of the firm; and
 - to the extent that the client's loss is recognized for the purposes of the Act.
- (e) Where an entitlement to compensation is established, the compensation payable will be the lesser of:
 - 90% of the amount of the client's loss which is recognized for the purposes of the Act,
 - compensation of up to EURO 20,000.

Part I of the Act defines "excluded investor" as including a "professional or institutional investor". VETL classifies Customer as an excluded investor.

For the avoidance of doubt, any monies which VETL receives during the course of its provision of any unregulated services (i) shall be held separately from client assets; (ii) will not be subject to the protections conferred by the CBOI Client Asset Rules; and (iii) will not be covered under an investor compensation scheme.

12. Disclosure. Customer acknowledges that VETL may be required by Applicable Law to perform or refrain from certain acts or report or disclose details of transactions effected with or for Customer or any other matters. In particular, disclosure and reporting obligations may arise under relevant money laundering legislation. Customer hereby consents to such disclosure or reporting by VETL without prior reference to Customer.

13. Anti-Money Laundering. The legal requirements of Ireland and the UK relating to money laundering (collectively "the Money Laundering Requirements") shall apply to this Agreement and the services provided hereunder. If Customer is a regulated financial institution in the EEA or in an Irish Government approved non-EEA country Customer represents and warrants that it complies with the EU Money Laundering Directive or equivalent legislation, that evidence of the identity of any and all third parties on whose behalf Customer acts has been obtained and recorded under procedures maintained by Customer, and that Customer is subject to regulatory oversight exercised by the CBoI, the FCA or an equivalent overseas regulatory authority. If Customer is a regulated financial institution located in a country outside the EEA or in a country other than an Irish Government approved non-EEA country, and such country has not been designated by the Financial Action Task Force ("FATF") of the OECD as "non co-operative" and Customer will be dealing in its own name as agent for third parties, Customer hereby represents and warrants that:

- (i) Customer has obtained and recorded evidence of the identities of any and all third parties on whose behalf Customer acts and will, if requested, furnish VETL with evidence of identity;
- (ii) Customer is subject to regulatory oversight exercised by a relevant overseas regulatory authority with equivalent status to the CBoI or FCA; and
- (iii) Customer is subject to legislation equivalent to the EU Money Laundering Directive.

Customer undertakes to provide VETL with such documentation and information as VETL may require to enable VETL fulfill its obligations pursuant to the Money Laundering Requirements.

14. Investment Adviser or Investment Manager. In the event that this Agreement is executed by Customer, Customer agrees fully to indemnify, defend, and hold harmless VETL and its affiliates, and their directors, officers, employees and permitted successors and assigns and reimburse VETL on a current basis, from and against any and all Damages arising out of or relating to a claim by Customer's client(s) that Customer acted negligently or without authorization. If Customer enters into this Agreement on behalf of more than one client, this Agreement applies severally and not jointly to each such client.

15. Corporate Actions. Customer acknowledges and agrees that in the process of completing a Customer order in shares of an issuing company, VETL may from time to time be allocated an entitlement to additional benefits arising from a corporate event announced by such company. Typically, such entitlements are allocated on the basis of physical possession of the shares as at a date announced by the issuing company. Where any entitlement that is due to Customer based on traded position is allocated to VETL solely as a result of VETL's involvement in the process of settling a Customer order, such entitlement will be re-allocated to the Customer. Typically, reallocation will be effected automatically by the depositary, but it may also be arranged bilaterally between Customer and VETL.

Schedule A-2

Software

1. License.

(a) VETL grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use certain proprietary VETL software and/or Internet-based product(s) delivered to Customer from time to time (the “**Software**”), subject to the terms and conditions of this Agreement. The term “Software” (i) may include VETL’s Triton[®], ITG Channel[®], POSIT Alert[®], ITG Position Manager[™] or Triton[®] Derivatives products, as these may be upgraded, replaced or rebranded from time to time, or other products that VETL agrees to install or provide access to and Customer agrees to receive, (ii) includes any of the foregoing products installed on Customer’s systems at any time or for which access is provided at any time by or on behalf of VETL, and (iii) includes, where applicable, certain software and market data owned by third parties that are used in connection with the operation and use of the Software (the “**Third Party Software and Data**”). In connection with the Software, Customer may receive access to certain other VETL services, including ITG Net[®], all of which are Services provided subject to the terms and conditions of this Agreement.

(b) VETL may, in its sole discretion, provide Customer with customizations, enhancements, modifications, updates and new releases of or relating to the Software (“**Enhancements**”) from time to time. Any Enhancements are “Software” for all purposes under this Agreement. Customer will have ninety (90) days to integrate any Enhancement, and VETL will provide reasonable assistance to Customer to support such integration.

(c) The license set forth in subsection (a) above is limited to object code use only, however, in the event VETL elects to share any source code for the Software with Customer, such source code is considered “Software” for all purposes hereunder and Customer agrees to use such source code solely for the purpose of integrating, interfacing with, or connecting to other Software.

(d) The Software and all Intellectual Property embodied therein or relating thereto remain the exclusive property of VETL and/or its affiliates, partners and suppliers.

2. Restrictions on Use. Except as may be expressly permitted in a Schedule, Customer must not and must not permit any third party to:

(a) sell, rent, lease, license, sublicense, transfer or assign the Software or any Third Party Software and Data to any third party or permit a timesharing, service bureau or similar arrangement using the Software;

(b) allow any person other than its authorized directors, officers, employees, and contractors to access or have access to the Software, whether directly or indirectly, without VETL’s prior written consent, and Customer agrees that it is fully responsible and liable for any acts or omissions of any persons to whom it provides access as though such acts or omissions were committed by Customer itself;

(c) use any Third Party Software and Data except in connection with Customer’s own use of the Software and/or the Services;

(d) modify or create any software based on or otherwise derivative of the Software or VETL’s Confidential Information, except with VETL’s prior written consent and solely for the purpose of integrating or interfacing with or connecting to other Software licensed hereunder;

(e) decompile, disassemble or otherwise seek to reverse engineer the Software, whether in whole or in part; or

(f) make more than the minimum number of machine-readable copies of the Software necessary solely for back-up and archival purposes, which copies must reproduce all proprietary,

confidential, copyright or other notices of a similar nature that appear in the Software, in the same form and location as they appear therein.

3. Fees.

(a) The pricing for the Services delivered via or in connection with the Software and any associated pass-through fees is as agreed between VETL and Customer from time to time.

(b) From time to time Customer may request that VETL provide Customer with market data via Software (any such provision a “**Market Data Feed**”). Customer acknowledges and agrees that (i) VETL may rely, without further inquiry, on any Customer employee’s instructions relating to access to or termination of Market Data Feeds and Customer shall pay VETL fees for Customer’s access to Market Data Feeds arising therefrom (which may include pro-rated exchange fees) as determined by VETL; (ii) fees for Market Data Feeds (I) are billed quarterly in arrears and (II) accrue on a month-by-month basis per user for any given month in which a Market Data Feed is provisioned, regardless of the duration of such provision (e.g., providing VETL with a termination request for a given Market Data Feed on the first calendar day of a given month will result in Customer being billed for that full month); and (iii) any request for termination of a given Market Data Feed takes two weeks to be processed and, for billing purposes, is deemed received two weeks from its submission.

4. Incorporation.

Customer’s use of the Software is subject in all respects to the terms and conditions of this Agreement, including, without limitation: (i) the representations, warranties, covenants and acknowledgments made in Section 2 of the Agreement, each of which is expressly extended to Customer’s use of the Software, and (ii) the terms and conditions of Schedule A-1 and the [Global Brokerage and Trading Terms of Service](#). The Software is Confidential Information for all purposes under this Agreement.

5. Disclaimer of Warranties

THE SOFTWARE AND THIRD PARTY SOFTWARE AND DATA ARE PROVIDED TO CUSTOMER ON AN “AS IS” BASIS. VETL MAKES NO EXPRESS OR IMPLIED WARRANTY CONCERNING THE SOFTWARE OR THIRD PARTY SOFTWARE AND DATA, WHETHER IN WHOLE OR IN PART, AND VETL EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT THERETO. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE IS NO GUARANTEE THAT THE SOFTWARE OR ANY THIRD PARTY SOFTWARE AND DATA WILL MEET CUSTOMER’S REQUIREMENTS, BE ERROR FREE, OR OPERATE WITHOUT INTERRUPTION.

6. Indemnification

(a) By VETL.

(i) VETL agrees to indemnify, defend and hold harmless Customer and its affiliates, and their respective directors, officers, employees, and permitted successors and assigns from and against any and all Damages arising out of or relating to a claim by a third party that the Software infringes, misappropriates or otherwise violates such third party’s Intellectual Property (each a “**Customer Indemnifiable Claim**”). Notwithstanding the foregoing, VETL’s obligations with respect to any Customer Indemnifiable Claim do not extend to any Damages to the extent they arise from or relate to (A) a modification to the Software by Customer or its agents, (B) the combination of the Software with any product not supplied or authorized in writing by VETL, or (C) use of the Software in a manner inconsistent with the VETL Option (as defined below), in the case of (A)-(C) (inclusive) where such actions were taken without VETL’s prior written consent. The obligations of this paragraph are further conditioned on (x) written notice of any Customer Indemnifiable Claim within ten (10) business days of Customer’s receipt of written notice of same, (y) complete control of the defense of a Customer Indemnifiable Claim by VETL,

and (z) the cooperation of Customer in such defense. VETL may settle or otherwise effect a compromise of any Customer Indemnifiable Claim without the consent of Customer, provided that the settlement (r) does not require any Damages to be paid by Customer, (s) includes an unconditional release of Customer, and (t) does not impose any affirmative or negative obligations on Customer.

(ii) If the Software is, or in the opinion of VETL may become, the subject of a Customer Indemnifiable Claim, then VETL may, at its option and expense: (A) procure for Customer the right to use the Software in its then current form, (B) replace the Software with other software, (C) provide Customer with a modified version of the Software, or (D) remove the Software and provide a pro rata refund of any pre-paid Fees applicable to the removed Software (VETL's selection of (A), (B), (C) or (D) being the "VETL Option"). In the case of (B)-(D) (inclusive), Customer agrees to cooperate with the VETL Option and take such further steps as may be necessary or desirable to effectuate same.

(iii) The foregoing provisions of this Section 6(a) state the entire liability and obligation of VETL and the exclusive remedy of Customer with respect to any alleged infringement, misappropriation or other violation of Intellectual Property by VETL.

(b) By Customer.

Customer agrees to indemnify, defend and hold harmless the VETL Indemnified Parties from and against any and all Damages arising out of or relating to any actions, demands, claims, proceedings, or suits brought by any third party alleging infringement of any Intellectual Property resulting from (x) a modification to the Software by Customer or its agents, (y) the combination of the Software with any product not supplied or authorized in writing by VETL or (z) use of Software in a manner inconsistent with the VETL Option, in the case of (x)-(z) (inclusive) where such actions were taken without VETL's prior written consent.

7. Additional Terms and Conditions for Triton®

(a) If Customer uses the actionable Indication of Interest ("IOI") functionality within Triton®, Customer hereby represents, warrants and agrees that it shall only execute the pre-arranged trades resulting from the IOI on a regulated market, multilateral trading facility or organized trading facility. For the avoidance of doubt, Customer must not execute such pre-arranged trades over-the-counter or on a Systematic Internaliser, as defined in MiFID II.

(b) Customer undertakes to provide VETL with any information as VETL may require to assess Customer's compliance with this Section 7.

8. Termination.

If either party terminates this Agreement or this Schedule A-2 for any reason, within ten (10) days of such termination Customer must either (i) permit VETL to remove the Software from Customer's premises, or (ii) have an authorized officer of Customer certify to VETL in writing that Customer has removed or destroyed any and all copies of the Software, except to the extent required by Applicable Law or Customer's commercially reasonable internal document retention, electronic backup or similar policies.

Schedule B

Client Categorization, Consents and Acknowledgements

1. Client categorization

VETL categorizes Customer as an Eligible Counterparty under the terms of the revised Markets in Financial Instruments Directive (“MiFID II”), as implemented in Ireland by Statutory Instrument S.I. 375 of 2017. Customer has the right to request recategorization as a Professional Client, which will result in an increased degree of regulatory protection, however VETL is not obliged to accept that request.

2. Consent to execution of orders outside a MiFID trading venue

Customer acknowledges and agrees that VETL may execute Customer orders outside a regulated market multilateral trading facility or organized trading facility.

3. Consent to non-publication of limit orders

Customer acknowledges and agrees that when Customer places a limit order with VETL in equity or equity-like instruments that are admitted to trading on a regulated market or traded on a trading venue and that order is not immediately executed under prevailing market conditions, VETL will not make public that order (or any part of it) unless otherwise instructed by the Customer in writing.

4. Consent to provision of information in non-paper form

Customer acknowledges and agrees that it has regular access to the internet and that VETL may provide certain information to Customer by means of a durable medium that is not paper, including via e-mail addressed to Customer or by posting non-client specific information on our website at www.virtu.com, or such other website as may be notified to Customer from time to time. This may include general information about VETL and its investment business services and information on costs and associated charges.

5. Consent to a limited application of the requirements on costs and associated charges

VETL will provide Customer with information on any costs and charges arising in the provision of investment business services to Customer as required by Applicable Law. Customer agrees to a limited application of the requirements on the provision of information on costs and associated charges to the extent permitted by Applicable Law.

6. Consent to recording of telephone conversations and electronic communications

In providing investment business services to Customer, VETL may in its sole and absolute discretion record, monitor and retain all communications (including email, instant messaging, facsimile, all telephone conversations and other electronic communications), including those held between Customer and employees of VETL, including trading, sales or settlements for the purposes of ensuring compliance with VETL’s legal and regulatory obligations and internal policies. VETL may record such telephone conversations without use of a warning tone. Such records will be VETL’s sole property. A copy of each record will be available for a period of five years and, where requested by the Central Bank of Ireland or other relevant regulatory authority, for a period of up to seven years.

7. Trade reporting acknowledgement

Customer acknowledges and agrees that VETL, acting in an agency capacity, will make a trade report to an approved APA when it concludes a sell order on Customer’s behalf outside the rules of a trading venue.

Schedule C

Client Assets – Treatment and Disclosures

Customer acknowledges and agrees that:

- (i) VETL may hold Client Assets outside of Ireland or the European Economic Area (“EEA”);
- (ii) Client Assets may be deposited with a third party located in a third country that does not regulate the holding and safe-keeping of Client Assets;
- (iii) VETL may grant any third party lien, security interest and/or right of set-off over Client Assets;
- (iv) Client Assets may be pooled (i.e. may be held in an account containing the assets of more than one client);
- (v) where interest is earned on client money, VETL may retain that interest earned;
- (vi) where VETL deems appropriate (under and in accordance with local rules, regulations, market practices or any other similar requirement or reason) VETL may register client instruments in the name of (A) an eligible nominee, which is a nominee company of an investment firm, of an exchange which is a regulated market or of a relevant party or eligible custodian, or (B) an eligible custodian or relevant party outside Ireland or other nation states that are members of the EEA; and
- (vii) Customer is entitled to all applicable protections described in this Schedule C pursuant to the Irish Client Asset Regulations. To avoid any overlap and duplications of provisions with respect to the UK FCA’s Client Money Rules, to the extent that Customer constitutes a Professional Client pursuant to the UK FCA’s Client Money Rules within the CASS Sourcebook of the FCA Handbook, Customer hereby performs the Professional Client opt-out, with respect to the UK FCA’s protections provided (whilst retaining all applicable protections pursuant to the Irish Client Asset Regulations as specified in this Schedule C) by acknowledging and agreeing the following for the purposes of that opt-out only: (a) money will not be subject to the protections conferred by the FCA Client Money Rules; (b) as a consequence of (a), Customer’s money will not be segregated from the money of VETL in accordance with the FCA’s Client Money Rules and may be used by VETL in the course of its own business; and (c) Customer will rank only as a general creditor of VETL.

Customer hereby consents to VETL holding its assets outside Ireland or other nation states that are members of the EEA.

Any security interest, lien or right of set-off that VETL may have over Client Assets shall be subject to the terms of paragraph 2 (*Liens and Security Interest*) of the Global Brokerage and Trading Terms of Service.

If VETL receives funds in a currency but does not have a client account denominated in that currency and VETL considers it would be unduly burdensome to open such an account, VETL may convert the funds and hold them in a client account in a different currency. The value of such funds after conversion is subject to the risks associated with exchange rates.

The following disclosures are being made by VETL to its clients in accordance with the Client Asset Regulations published by the Central Bank of Ireland. Customer acknowledges and agrees to the matters set out in the table below.

#	Client Asset Rules Ref. ¹	Topic	Disclosure
1.	59(1)(a)	Arrangements for the receipt of Client Assets	VETL does not require or accept funds or financial instruments from clients prior to the settlement of trading orders. Therefore VETL does not offer standardized arrangements to receive Client Assets directly from clients. Note that VETL can receive client funds or client financial instruments (as defined under the Client Asset Regulations) as part of the trade settlement process. In such scenarios funds and/or financial instruments are received into the account utilised by

¹ See Central Bank (Supervision and Enforcement) Act 2013 (section 48(1)) (Investment Firms) Regulations 2023 (SI 10 of 2023)

			VETL in the relevant settlement depository. Any dividend amounts or instruments issued under a corporate action are received into this account as part of the distribution process utilised by that depository.
2.	59(1)(b)	Exchange Rate Policy	<p>Any client funds held by VETL are disbursed to the client in the currency in which they were initially received.</p> <p>However, whilst client funds are held by VETL, VETL will segregate those funds from VETL funds into a client asset account in British Pounds (GBP).</p> <p>On first receipt the GBP equivalent of any funds received is calculated using the published closing exchange rate in place on the day of receipt and moved to the client asset account on the following business day. On subsequent days on which funds are held, the GBP equivalent is recalculated using the closing exchange rate of that day, with the required adjustment to the balance of the client asset account made on the following business day.</p>
3.	59(1)(c)	Payment of interest	VETL does not pay interest on any client funds held. Negative interest is not applied to any client funds held.
4.	59(1)(d)(i)	Registration of client financial instruments	<p>VETL does not hold financial instruments belonging to clients in the normal course of business. However, VETL may come into receipt of such instruments on certain purchase trades on which a corporate action is ongoing. On such occasions those instruments may be held in a depository account registered to VETL or to its counterparties. In such cases the process described in "Claiming Entitlements" below will be followed. During the period in which such instruments are not held by the client, the client's entitlement is demonstrable by the presence of the underlying trade record.</p> <p>In certain circumstances it may not be operationally feasible for VETL to segregate financial instruments which are also in the process of being passed to the client as described in "Claiming Entitlements" below. In such cases, for EMEA listed instruments, VETL will seek to expedite the disbursement of the financial instruments to the client or segregate the financial instruments accordingly. For US listed instruments, VETL will segregate a suitable cash equivalent amount with a third party as described in "Third Parties Utilised" until the financial instrument has been passed to the client.</p> <p>VETL does not hold fractional shares.</p>
5.	59(1)(d)(ii)	Claiming Entitlements	<p>If a client is due a subsequent entitlement (e.g. dividends, rights, instruments) arising from a purchase trade executed by VETL, VETL will seek to ensure that entitlement is passed to the client by one of the two following methods;</p> <p>a) the relevant depository will seek to pass those instruments on to the client as part of its "autocompensation" process or, failing that;</p> <p>b) VETL will seek to pass those instruments on to the client at the earliest opportunity by instructing delivery to the client directly.</p> <p>All queries regarding such entitlements can be directed to 'emea-opscontrol@virtu.com'</p>
6.	59(1)(d)(iii)	Exercise of Conversion, Subscription and Redemption Rights	<p>VETL will not exercise any conversion, subscription or redemption rights belonging to the client that come into its possession and will instead seek to pass those rights to the client as soon as practicable. Any rights that are held by VETL on the exercise deadline will be treated by the depository as per the "default option" in place.</p> <p>On an exceptional basis VETL will accept written definitive requests from clients to exercise any such rights held, however such instructions will not be solicited by VETL. Any such requests must be sent to emea-opscontrol@virtu.com and received a reasonable time prior to the deadline available to VETL for exercise instructions. Once those instructions are received they will be executed on a reasonable efforts basis (subject to applicable rules and regulations).</p>
7.	59(1)(d)(iv)	Take-overs and Capital Re-organisations	<p>VETL will not elect on voluntary events involving client instruments that have come into VETL's possession and will instead seek to pass the instruments to the client as soon as practicable.</p> <p>If the client requires VETL to make an election on its behalf due to timing issues, VETL will accept written definitive requests from clients to elect, however such instructions will not be solicited by VETL. Any such requests must be sent to emea-opscontrol@virtu.com and received a reasonable time prior to the deadline available to VETL to pass on elections. Once those instructions are received they will be executed on a reasonable efforts basis (subject to applicable rules and regulations).</p>

8.	59(1)(d)(v)	Exercise of Voting Rights	VETL does not exercise voting rights on client instruments which come into its possession. VETL does not accept requests from clients to vote on their behalf.
9	59(1)(e)	Use of omnibus accounts	<p>VETL uses omnibus accounts for the segregation of Client Assets. This means that client funds and financial instruments are held in a single segregated account on behalf of <i>all</i> clients of VETL as follows;</p> <ul style="list-style-type: none"> • Client funds: A single segregated omnibus GBP account; • Client instruments (EMEA listings): One omnibus account in each market; • Client instruments (ex-EMEA listings): A single omnibus account for ex-EMEA listing. Please note exceptional treatment of US-listed instruments detailed in #4. <p>Clients should be aware that such arrangements can generally involve the following risks:</p> <ul style="list-style-type: none"> • One client's assets could be withdrawn to meet other clients' obligations; • The holding for each client is recorded solely in the books of VETL and is not recorded in the books of the third party provider; • The combined holdings recorded in the books of VETL and the third party provider may not reconcile; • Any shortfall between the books of the third party provider and the books of VETL will be reconciled in accordance with applicable regulations, investigated immediately and resolved as soon as possible. However, any such shortfall may be borne by all clients whose assets are held in the pooled account until such a time as the shortfall is resolved.
10	59(1)(f)	Third Parties Utilised	Following is a list of the third parties used by VETL for the purposes of holding Client Assets. VETL's liability in the event of default of a third party with whom Client Assets are held shall be determined in accordance with Section 6 of this Agreement (<i>Limitation of Damages</i>). None of the below third parties is related to VETL.
		Client Funds: <i>All Markets</i>	Trading Name: J.P. Morgan SE, Dublin Branch Registered Address: 200 Capital Dock, 79 Sir John Rogersons Quay, Dublin 2, Ireland Website: www.jpmorgan.com
		Client Instruments: <i>UK & Ireland, France, Netherlands, Belgium, Portugal, Germany, Spain, Austria, Italy, Switzerland</i>	Trading Name: BNP Paribas Registered Address: 10 Harewood Avenue, London, NW1 6AA, United Kingdom Website: http://securities.cib.bnpparibas/
		Client Instruments: <i>Israel, Russia, Greece, Cyprus, Poland, Hungary, Czech Republic, Estonia, Latvia, Lithuania & Ex-EMEA countries</i>	Trading Name: BNP Paribas Registered Address: 16, boulevard des Italiens, 75009 Paris, France Website: http://securities.cib.bnpparibas/
		Client Instruments: <i>Denmark, Sweden, Norway, Finland</i>	Trading Name: ABN Amro Clearing Bank Registered Address: Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands Website: https://www.abnamroclearing.com/en/index.html
	59(1)(g)	Third Parties outside of Ireland	<p>Client Assets may be deposited with a third party located in a third country that does not regulate the holding and safe-keeping of Client Assets.</p> <p>Where Client Assets are deposited with an institution outside Ireland or the EEA, those Client Assets may be subject to the law of a jurisdiction other than Ireland or other nation states that are members of the EEA and Customer's rights relating to those Client Assets may differ accordingly.</p> <p>The legal and regulatory regime applying to the central bank, qualifying money market fund, eligible credit institution, relevant party or eligible custodian with whom the client asset account is held may be different to that of Ireland or other nation states that are members of the EEA and the rights of the Customer relating to those Client Assets may differ accordingly;</p>

			<p>In the event of a default of such an institution (described in (viii)) those assets may be treated differently from the position which would apply if the assets were held in a central bank, qualifying money market fund, eligible credit institution, relevant party or eligible custodian in Ireland or other nation states that are members of the EEA; and</p> <p>A depository or third party may hold a security interest, lien or right of set-off, over Client Assets.</p>
	59(1)(h)	Collateral margined transactions	<p>If VETL is providing Customer with brokerage services under or in connection with collateral margined transactions, VETL may deposit collateral with, pledge, charge or grant a security interest over the collateral to an eligible credit institution, any relevant party or eligible custodian and, at VETL's sole and absolute discretion, VETL may return to Customer collateral that is not the original collateral or original type of collateral. VETL hereby further confirms:</p> <p>(i) that the relevant collateral would not be registered in Customer's name; and</p> <p>(ii) the procedural measures that apply in the event of Customer's default where the proceeds of sale of the collateral exceed the amount owed by Customer shall be as set out in paragraph 3 (Default and Liquidation) of the Global Brokerage and Trading Terms of Service.</p> <p>Please note that VETL does not engage in collateral margined transactions in the ordinary course of business and, as such, VETL would not use Customer's financial instruments in this manner in the ordinary course of business.</p>
	59(1)(i)	Transfer of Business	<p>In the event of a potential transfer of business, VETL agrees to notify Customer in writing of such potential transfer of business. Such notification shall include the following information:</p> <p>(i) The relevant timeframes involved;</p> <p>(ii) The options available to Customer;</p> <p>(iii) Any changes to the applicable protections resulting from the proposed transfer; and</p> <p>(iv) In cases where the Client Assets will not be held in accordance with the Irish Client Asset Regulations once transferred to another entity, an overview of the new/revised client asset protections that will be afforded to Customer.</p>