



EXOTIX PARTNERS LLP
Terms of Business

With effect from 03 January 2018

These Terms of Business apply to brokerage services provided by Exotix Partners LLP.

For more information see www.exotix.com

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EXOTIX PARTNERS LLP TERMS OF BUSINESS

- (A) These terms of business document together with the Appendices and Schedules, supplemented or narrated from time to time (the "**Terms**") define the basis on which Exotix Partners LLP ("**Exotix**", "**we**", "**our**", and "**us**") will provide you with certain services. These Terms incorporate our Execution and Order Handling Policy (the "**Execution Policy**"), as amended from time to time and, for the avoidance of doubt, the Appendices and Schedules to these Terms. The current version of our Execution Policy is available on our website at www.exotix.com.
- (B) "**Exotix Group Company**" shall mean any Affiliate of Exotix where the term "**Affiliate**" shall mean, in respect of any party, persons who control, are controlled by, or are under common control with such party and "**Exotix Group**" shall mean the group constituted by Exotix and its Affiliates.
- (C) These Terms create a contractual relationship between you and Exotix and are legally binding. These Terms will take effect when you first undertake business with Exotix after having received them (either in paper or electronically according to the way you have elected for receiving these Terms) and you will be deemed to accept these Terms and to consent to our Execution Policy on each date you enter into a transaction with us. Certain of our services are subject to separate terms and conditions and in the event of a conflict, those service-specific terms shall prevail.
- (D) These Terms constitute the entire agreement between us and you, and supersede any prior agreement relating to the subject matter of these Terms or any prior declaration or statement we may have made.
- (E) Any reference in any documentation between you and us to an earlier version of these Terms, shall, from the date these Terms take effect, be read as a reference to these Terms or to the relevant or corresponding part thereof.
- (F) Reference to the Markets in Financial Instruments Directive 2014/65/EU and Markets in Financial Instruments Regulation 600/2014/EU are both collectively referred to as '**MiFID II**'
- (G) The Terms shall apply to you regardless of your jurisdiction to the extent that they are not incompatible with your local legal and regulatory requirements.
- (H) Exotix Partners LLP is a limited liability partnership registered in England and Wales with its registered office address 1st Floor Watson House, 54 Baker Street, London, W1U 7BU. We are authorised and regulated by the Financial Conduct Authority (the "**FCA**") with its registered office address at 25 The North Colonnade, London E14 5HS for the conduct of investment business in the United Kingdom (FCA registration number 586420).
- (I) All communications between us and you can be sent to the following address 1st Floor Watson House, 54 Baker Street, London, W1U 7BU, telephone on 0207 725 1000 and/or email compliance@exotix.com / legal@exotix.com.

1. SERVICES

- 1.1 We may provide you with dealing services, both on a name passing basis (i.e. as an introducing/arranging broker) or on a matched principal basis in respect of any of the investments listed in Appendix 1. These Terms apply to all methods or mechanisms used to provide our dealing services to you, including, where applicable, electronic mechanisms

and systems. Please note that special provisions apply when we act as a broker on a matched principal basis, which are contained in Schedule 2.

- 1.2 We will not provide you with advice or a personal recommendation (i.e. an advice on investments, which is presented as suitable for you, or is based on a consideration of your particular circumstances, a "**Personal Recommendation**"). Consequently, trade ideas, research, other communications, market information, advice or recommendations that you may receive from us from time to time are not presented as being suitable to your specific circumstances and will not have been prepared or distributed in consideration of your particular circumstances. You therefore acknowledge that you enter into any transaction solely on the basis of your own judgment and have not relied on any investment research or advice provided by us.
- 1.3 We may, when you have instructed us to do so, deal for you in non-readily realisable investments. These are investments in which the market is limited or could become so; they can be difficult to deal in and it can be difficult to assess what would be a proper market price or value for them.
- 1.4 When we accept a dealing instruction in a securities-based investment from a US domiciled client, the order will be executed by our US Affiliate, Exotix USA Inc. and Schedule 3 shall apply.
- 1.5 Where a service is offered together with another service or product as part of a package or as a condition for the same package, we will inform you if we have classified you as a Professional Client (please see section 3.2 below for more information on client classification) whether it is possible to buy the different components separately and we will provide you with a breakdown of the costs and charges of each component.

2. **OUR CAPACITY**

- 2.1 When we provide you with dealing services, we may do so in either of the capacities described below at (i) and (ii):
 - (i) **Matched Principal Capacity:** for the investments set out at Appendix 1 we may act in the capacity of "matched principal" meaning we interpose ourselves between the ultimate buyer and the ultimate seller to a transaction in such a way that we are not exposed to market risk throughout execution of the transaction, with both sides executed simultaneously, and where the transaction is concluded at a price where we make no profit or loss, other than a previously disclosed commission, fee or charge for the transaction. Further information is set out at Schedule 2.
 - (ii) **Name Give Up Capacity:** for the investments set out at Appendix 1, we may act as an "introducer/arranger", connecting buyers and sellers and may also assist in the negotiation of the price and other material terms of the transaction. Upon the agreement of terms between the two parties, we will step away from the transaction, leaving the buyer and the seller to clear and settle the transaction via the relevant exchange or with each other directly via an appropriate market mechanism.

3. **YOUR CAPACITY**

- 3.1 Unless agreed otherwise in writing, you act as principal and not as an agent (or trustee) on behalf of someone else.
- 3.2 For the purpose of the FCA Rules, as set out in its Handbook (as amended from time to time), and according to the classification notice that we have sent to you, we will treat you

as either a "Professional Client" or an "Eligible Counterparty" (please see Appendix 2 for more information on which firms will be classified as Eligible Counterparty). You shall notify us immediately if, at any point, you cease to fall within such definition.

- 3.3 You are entitled to request a different client classification either generally or in respect of a particular transaction, product or service. Where we have classified you as an Eligible Counterparty, you can request classification as a Professional Client. The FCA Rules allow you to request classification as a "Retail Client" when we have classified you as an Eligible Counterparty or a Professional Client, but please note that we could not agree to such a request because we do not deal with Retail Clients.
- 3.4 Where we have classified you as a Professional Client, you may also request to be classified as an Eligible Counterparty. You understand that a request to be classified as an Eligible Counterparty will result in a lesser degree of protection under the FCA Rules for you including in respect of certain disclosures relating to products and associated risks as well as our obligations in relation to best execution. For more information regarding the main differences in the FCA protections afforded to different client types, please see Appendix 3.
- 3.5 Unless we otherwise notify you in writing, we shall treat you alone as our client for the purposes of the FCA Rules and you will be liable as such. Subject to such notification to the contrary, you agree that no other person (whether disclosed to us or not) shall be our client or have any rights hereunder, unless we expressly agree otherwise.
- 3.6 Unless otherwise indicated in writing by you, we shall assume that there are no restrictions to the type of transaction we may enter into with you or the markets upon which transactions may be effected.
- 3.7 You represent, warrant and undertake to us that, both at the time when these Terms are taking effect under provision (C) of the Recital and at the time of any transaction we may enter into with or for you:
- (i) you have full power and authority, as well as all necessary licences, authorisations, consents and approvals to enter into these Terms and to instruct us to execute or arrange any transaction in investments specified in Appendix 1 and to perform all your obligations hereunder;
 - (ii) you have adequate resources to enter into and perform any such transaction which you decide to undertake;
 - (iii) these Terms and any transactions entered into hereunder are your valid and binding obligations enforceable against you in accordance with these Terms, subject to bankruptcy or other applicable laws;
 - (iv) by entering into these Terms and any transactions hereunder, you will not violate any applicable laws, rules, regulations howsoever applying and, where relevant, the market practice of any exchange, market, trading venue and/or any clearing house and including the FCA Rules;
 - (v) all information you have given to us is true and complete and any changes to the information given to us will be promptly notified to us;
 - (vi) you will ensure that all relevant investments or any documents of title and/or transfer forms and/or any relevant payments are delivered, paid or transferred to us or to whomever we may direct in sufficient time on or before the contractual settlement date to enable us to settle the transaction in accordance with market requirements;

(vii) unless otherwise agreed in writing:

- (1) you will always contract as principal only and no person other than yourself has or will have any interest in any transaction or in any account that we hold on your behalf; and
- (2) all cash, securities or other assets transferred to us pursuant to these Terms are your sole and beneficial property and will be transferred to or held by us free and clear of any lien, charge or other encumbrance and you will not charge, assign or otherwise dispose of or create any interest therein.

3.8 You shall provide us with such information as we require in relation to these Terms, including all information required to comply with all FCA Rules and all applicable anti- money laundering rules and regulations. You warrant that, to the best of your knowledge, any information provided to us by you is complete, accurate and not misleading in any material respect and you agree to notify us immediately should such information change in any material respect.

3.9 For the avoidance of doubt, Exotix is not required to assess the suitability of any investment or service provided or offered to you under these Terms, and you will therefore not benefit from the protection of the FCA's rules on assessing suitability.

3.10 As a Professional Client or Eligible Counterparty, you are deemed to have the necessary knowledge and experience to understand the risks involved in any investment or service provided or offered to you under these Terms. Unless you advise us that you do not consider that you do have the necessary knowledge and experience prior to the provision by us of such investment or service, the investment or services that we provide to you under these Terms will be deemed appropriate for you when we are required by the FCA Rules to assess appropriateness for you.

3.11 When making a decision to deal in investments, you should consider the risk inherent in those products, and in any services and strategies related to them. Your assessment should include a consideration of a variety of potential risks including those relating to credit, the market, liquidity, interest rate, insolvency, foreign exchange, contingent liabilities, execution venue, legal and tax issues.

3.12 Exotix will provide a general description of the nature and risks of financial instruments taking into account client classification.

4. **INSTRUCTIONS**

4.1 You may communicate your dealing instructions to us verbally or in writing (for example, electronically). If you give us instruction in writing, such instructions must be received by us during normal business hours allowing sufficient time for us to act upon them. Any instruction is transmitted at your own risk. We shall not be liable for any loss suffered on account of any instruction not being received by us.

4.2 You agree that acceptance of an instruction to withdraw or amend an existing instruction is always subject to our receiving the instruction in time for the appropriate action to be taken. You agree that we may in our reasonable discretion, refuse to accept an order or any other instruction for your account.

4.3 We shall be entitled to rely on and treat as binding upon you any instructions which we believe to be from you or from your agent(s) (whether received by telephone, electronically, or otherwise) which we have accepted in good faith. No liability shall attach to us if an

instruction which we have accepted and acted upon in good faith is subsequently discovered to have been given without your authority.

- 4.4 You agree that all telephone conversations (including those which result or may result in a transaction), which we may have with you (or any third party), may be recorded and such recordings may be used as evidence in the event of a dispute. Such recordings will be accepted by you as conclusive evidence of instructions received from you. Please note that copies of any such recordings will be available upon request for a period of 5 years.
- 4.5 Any information or advice (whether verbal or written) given by us, or any director, officer, employee or agent of ours to you shall be given in good faith. Where information prepared by our sales personnel, such as sales notes, is provided to you, it will not necessarily reflect our "house view" and its accuracy is not guaranteed. Such information will not have been reviewed or approved by or in conjunction with our research departments and is not a substitute for research. Therefore, it may not be relied upon as such.

5. **OUR CHARGES OR COMMISSION**

- 5.1 Unless otherwise agreed and where we are not acting in a matched principal capacity, you will be responsible for our charges, which will be levied in accordance with our rates in effect at the time the charges are incurred or as otherwise notified to you (including those relating to holding custody investments), verbally or in writing prior to dealing. Any alteration to these charges will be notified to you at or before the time of the change.
- 5.2 We will inform Professional Clients about any fees, commissions or any monetary benefits transferred by one of our Affiliates or other third parties by or to us. If the amount cannot be ascertained then we will disclose the method by which it is calculated.
- 5.3 Unless otherwise agreed in writing, you will be responsible for the payment of any agent fees, brokerage fees, transfer fees, registration fees, stamp duty and any other applicable taxes, and all other liabilities, charges, costs and expenses payable in connection with transactions effected or services provided by us on your behalf. We will set out our costs and associated charges in a manner that is consistent with the requirements set out in Article 50 of the Commission Delegated Regulation (EU) 2017/565. You agree to a limited application of the detailed requirements relating to the information that we are required to provide to you in relation to costs and associated charges pursuant to the Markets in Financial Instruments Directive 2014/65/EU.
- 5.4 All amounts (including without limitation all fees and charges) payable by you shall be due on demand without set off, counterclaim or deduction.

6. **REPORTING TO YOU**

- 6.1 We will provide you with reports on the services that we provide in accordance with applicable law and regulation. Those reports will include periodic communications to you, taking into account the type and the complexity of the investments involved and the nature of the services provided to you and will include, where applicable, the charges associated with the transactions and services undertaken on your behalf.
- 6.2 You will be deemed to have received a trade confirmation or other notification from us at the time of the conversation in respect of a verbal notification or confirmation and, in the case of notification or communication by electronic means, the same day, otherwise not more than three (or, in the case of overseas clients, seven) business days from the date of dispatch.

6.3 You will notify us immediately upon receipt if you are not in agreement with any trade confirmation or other notification from us. In the absence of such immediate notification by you, the trade confirmation or notification will be binding on you.

6.4 We will not transaction report, as defined in MiFID II, for you in respect of any transactions.

7. **TIME OF THE ESSENCE**

7.1 Time shall be of the essence with respect to any payment, delivery or other obligation you may have to us under these Terms.

8. **CONFLICTS OF INTEREST**

8.1 In accordance with the FCA Rules and our own Conflicts of Interest Policy (available on request or on our website www.exotix.com), we have in place arrangements to identify and manage conflicts of interest that arise between Exotix and our clients, Affiliates and clients, and between our different clients and therefore ensure that risks of damage to your interests will be prevented.

8.2 We seek to take all appropriate steps to identify and to prevent or manage conflicts of interest from adversely affecting your interests, including the disclosure of the general nature and/or sources of such conflicts of interest and the measures taken to mitigate those risks, where such disclosure is permitted under applicable law and regulation.

8.3 Your attention is drawn to the fact that when we enter into or arrange a transaction for you we, an Affiliate or some other person connected with us may have an interest, relationship or arrangement that is material and potentially conflicting with the transactions, investments or service that we provide to you. This could happen when:

(i) we enter into or arrange a transaction for you and:

(1) we or one of Affiliates could, for example, be matching your transaction with that of another client by acting on his behalf as well as yours; or

(2) one of our Affiliates could be dealing as principal for its own account by selling the investment concerned to you or buying it from you.

(ii) we, or an Affiliate, issues research and we or an associate, may undertake or have undertaken own account transactions in the investment concerned or any related investment.

8.4 When we are not able to deal with a conflict of interest effectively we may in some circumstances be unable to provide you with the service you require and we shall not be obliged to disclose the reason why or any further information relating thereto.

8.5 You should note that in the performance of our services, we do not serve as a fiduciary to clients, counterparties, or any other third party. Further, we do not act exclusively for the benefit of clients or counterparties, save as required to do so by applicable rules and regulations.

8.6 Additionally, except in circumstances deemed to be a regulatory requirement, when we are employed by a client or a counterparty for the provision of brokerage services, we will not be employed to act exclusively for the sole benefit of such entity, thus we will, in the course of sourcing liquidity and facilitating trades, be acting on behalf of multiple clients and counterparties whose individual interests may be in conflict with each other as to the

outcome of a particular potential transaction as both the potential seller and potential buyer are looking for the transaction to occur at a price most favourable to them and their individual circumstances. In such circumstances, we will aim to balance the interests of all those involved in a particular transaction as well as acting in a manner that assists with the facilitation of an active marketplace and to balance the interests of all clients and counterparties in a manner that is fair, efficient, transparent and predictable.

9. RIGHTS OF SET-OFF AND RETENTION OF YOUR FUNDS

9.1 We shall be entitled at any time to retain or make deductions from or set off amounts which we (or any other Exotix Group Company) owe to you (whether absolute or contingent and whether matured or unmatured, and including without limitation the proceeds of any sale) in respect of any liability you have or may have towards us (or any other Exotix Group Company), whether such liability is absolute or contingent and whether matured or unmatured, under these Terms including, for example, when appropriate:

- (i) sums to be paid in settlement of transactions;
- (ii) settlement of our fees, commissions or charges or any other amounts referred to in Clause 5 (Our Charges or Commission) or any liabilities or costs incurred when exercising rights under paragraph 2 of Schedule 2 (Power to Sell, Buy-In or Close Out) or any other provision of these Terms;
- (iii) any interest payable to us; and
- (iv) payments to us pursuant to any indemnity.

10. DEFAULT REMEDIES

10.1 If any of the following happens:

- (i) you fail to make any payment due to us or to deliver any securities due to us (or to our agents); or
- (ii) you fail to perform any other obligation owed to us under these Terms; or
- (iii) any representation or warranty you make to us proves false or misleading either under these Terms or under any other agreement between you and us; or
- (iv) you become unable to pay your debts as they fall due or become insolvent or bankrupt or become the subject of any insolvency, bankruptcy, administration or similar proceedings; or
- (v) a winding-up resolution is passed or a winding-up or administration order is made in respect of you or a receiver, liquidator, administrator or similar official is appointed in respect of you or any of your property;

we shall be entitled, without prior notice to you, to take any or all of the following actions and in all cases you will immediately indemnify us on demand for any losses, costs or expenses which we suffer or incur as a result:

- (1) to treat any or all outstanding transactions between you and us as having been cancelled or terminated;

- (2) to sell any or all of the investments or other property which we or our associated companies are holding or are entitled to receive on your behalf and to apply the proceeds in or towards satisfaction of any obligation or liability you may have to us or any other Exotix Group Company or our associated companies (including any contingent or prospective liability);
- (3) to set off (as described in Clause 9) any obligation we or any other Exotix Group Company owe to you, and/or to apply any cash we or any other Exotix Group Company hold for your account, against any obligation or liability you may have to us any other Exotix Group Company (including any contingent or prospective liability);
- (4) to close out, replace or reverse any transaction, enter into any other transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our or the other Exotix Group Company's loss or liability under or in respect of any contracts, positions or commitments;
- (5) to take such other action (or refrain from taking such other action) as is reasonably necessary to protect our legitimate interests and those legitimate interests of any relevant Exotix Group Company; or
- (6) to terminate this Agreement

11. **LIABILITY**

- 11.1 We shall not be liable for any loss of opportunity as a result of market movements. We shall not be liable for the taxation consequences of any transaction or for taxation charges arising for any other reason which is attributable to you.
- 11.2 Neither we nor our partners, employees, agents or any other Exotix Group Company (and their respective directors, employees, or agents) shall be under any liability whatsoever for any loss or damage sustained by you as a result of or in connection with the services to which these Terms apply and the provisions contained in these Terms except insofar as, and then only to the extent that, such loss or damage is caused by negligence, wilful default, fraud, or any failure to comply with the FCA Rules or the provisions of the Financial Services and Markets Act 2000 ("**FSMA**").
- 11.3 Neither we nor our partners, employees or agents shall be liable for any loss arising from any act or omission of any agent or third party who performs services pursuant to these Terms except to the extent that such loss is caused by negligence, wilful default, or fraud in the selection of such agents or third parties on the part of us.
- 11.4 Nothing in these Terms will:
 - (i) exclude or restrict any obligation we may have to you, nor any liability we may incur to you, in respect of a breach by us of the FCA Rules; or
 - (ii) exclude or restrict to an extent prohibited by law any duty or liability we may have to you.
- 11.5 Notwithstanding anything to the contrary contained in these Terms or otherwise, our (and any Exotix Group Company's) total aggregate liability to you in any calendar year in connection with the services provided pursuant to these Terms (whether arising under

contract, tort (including negligence), breach of statutory duty, or otherwise) will be limited to the lesser of:

- (i) 100 per cent of the total charges paid by you to us pursuant to Clause 5 (Our Charges or Commission) in the calendar year giving rise to the liability; and
- (ii) £100,000.00 (one hundred thousand GBP).

11.6 You irrevocably and unconditionally agree to indemnify us, our partners, employees, agents on demand and keep us fully and effectively indemnified (whether before or after termination of these Terms) against any claims, liabilities or expenses of any kind which may be incurred by us as a direct or indirect result of our acting under these Terms. However, this indemnity shall not apply to any loss or liability to the extent it arises or results from our negligence, wilful default, fraud or any contravention by us of the FCA Rules or the provisions of the FSMA.

12. **FORCE MAJEURE**

12.1 We shall not be in breach of our obligations under these Terms if there is any total or partial failure of performance of our duties and obligations occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with market makers for whatever reason, failure of any computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature or late or mistaken delivery or payment by any bank or counterparty or any other reason (whether or not similar in kind to any of the above) beyond our control.

13. **COMPLAINTS**

13.1 If you have a complaint about us you should raise it in the first instance with the partner or employee acting for you. We will endeavour to resolve it informally. If, however, you are not satisfied with the response of the partner or employee (or if you prefer not to raise the matter with the partner or employee) you may raise the matter with our Compliance Officer. We will provide you with information detailing our complaints procedure either upon request or when acknowledging a complaint.

13.2 If you wish to make a formal complaint this should be made in writing and addressed to our Compliance Officer at 1st Floor, Watson House, 54 Baker Street London W1U 7BU. Your formal complaint will then be investigated internally by partners or employees who were not involved with the subject matter of your complaint and have been trained in complaints handling. Once the investigation has been completed, we will communicate our position on the complaint to you and provide you with information about your options in relation to the complaint.

13.3 You should note that as a consequence of your categorisation as an Eligible Counterparty or Professional Client, you may not have the right to compensation under the Financial Services Compensation Scheme.

14. **CLIENT MONEY**

14.1 Where we act on a 'name-passing' basis, we act as an introducer/arranger and will therefore not generally hold client money (as defined under the FCA Rules).

14.2 Where we act on a matched principal basis, we will normally settle transactions on a "delivery versus payment" basis and any money received will not usually be eligible to be treated as client money under the FCA Rules.

14.3 However, if we happen, for any reasons, to hold client money on your behalf, we will do so in accordance with the FCA client money rules and the following provisions will apply:

(i) We will promptly place any client money received into an account or accounts (including a designated client fund account (as defined by the FCA Rules), the usage of which you consent by entering into these Terms) opened at a central bank, a credit institution within the EEA or a bank authorised by its local regulator outside of the EEA. We will not usually deposit your money in a money market fund but in the unlikely scenario that we do, we will seek your prior written consent.

(ii) We may, in accordance with FCA Rules, hold client money with (1) a bank or credit institutions located outside England and Wales, or (2) pass client money to an intermediate broker, settlement agent or OTC counterparty outside England and Wales. In such circumstances the legal and regulatory regime applying to such person will be different from that of the United Kingdom and, in the event of failure of such person, your money may be treated in a different manner from that which would apply if the money was held in an account in, or by an intermediate broker, settlement agent or OTC counterparty in, the United Kingdom.

(iii) Interest will not be payable to you in respect of any money which we hold for you (including, in particular, funds received in advance of the due date for settlement or representing dividends) unless specifically agreed between us.

(iv) Any client money held by us shall be subject to a right of set-off, lien or other security interest as set out in these Terms.

(v) You consent to us ceasing to treat any money held for you or on your behalf as client money, and, accordingly, release it from our client bank account(s) where there has been no movement on your balance for a period of at least six years, notwithstanding any payments or receipts of charges, interest or similar items. Before doing this, we will however write to you at your last known address to return the balance to you and we undertake to make good any valid claims against any released balances even if we have ceased treating your money as client money.

15. **VARIATION**

15.1 We may, from time to time, by written notice to you, make such modifications, amendments and additions to these Terms as we consider necessary or desirable, including those required in order to comply with any applicable law or the requirements of any governmental or other regulatory body or to comply with the rules of an exchange or clearing house.

15.2 Unless otherwise specified in the written notice, all such modifications, amendments or additions shall have immediate effect.

16. **TERMINATION**

16.1 You may terminate these Terms at any time by written notice to us subject to your having no outstanding obligation to us. We may terminate these Terms at any time by written notice to you.

16.2 Termination shall not affect your obligation to settle transactions effected prior to the date of termination and shall not prejudice any right or obligation that may already have arisen. We shall also continue to have the right to disclose information where required to a UK or overseas regulator.

17. **ASSIGNMENT**

17.1 You may not assign any of your rights or obligations under these Terms to any other person without our prior written agreement. We may assign our rights or obligations to any Exotix Group Company which is authorised by the FCA or equivalent regulator, to carry out the services contemplated by Clause 1 of these Terms or to any person or entity who may acquire the whole or any part of our business or assets.

18. **DATA PROTECTION**

18.1 You acknowledge that we may obtain information (including personal data and special categories of personal data, each as defined in the General Data Protection Regulation (Regulation (EU) 2016/679)) about you in connection with your use of our services and our interactions with you. This information may include your name, contact details and financial details, and names and contact details of your employees.

18.2 We and you will each treat as confidential (both during and after the termination of the relationship between you and us) any information learned about the other, its investment strategy or holdings or products or services in the course of the relationship pursuant to these Terms and, except as otherwise agreed, shall not disclose the same to any third party without the other's prior written consent.

18.3 You consent to disclosure by us to the FCA (or any successor to the FCA), any relevant exchange, or any other regulatory body or authority in the United Kingdom or elsewhere of such information (including, without limitation, information relating to your transactions) relating to services provided to you pursuant to these Terms as may be requested by them or that we may otherwise be required to disclose.

18.4 Notwithstanding anything to the contrary, you specifically authorise that we and any Exotix Group Company may use, store or otherwise process any such information (whether provided electronically or otherwise) to administer these Terms, provide services to you, including without limitation, monitoring and analysing the conduct of your account, assessing any credit limit or other credit decision (as well as the fees and other charges to be applied to your account) and enabling us to carry out statistical and other analysis, and otherwise market services and products to you. The legal grounds that we rely on to process personal information are, depending on the specific processing activities, performance of a contract, compliance with a legal obligation, substantial public interest, legitimate interest, consent, or to establish, defend or prosecute legal claims.

18.5 You acknowledge and agree that in doing so, we may transfer or disclose such information to any other Exotix Group Company or third party wherever located in the world. Such parties may include those who provide services to us or act as our agents, those to whom we transfer or propose to transfer any of our rights or duties under these Terms and those licensed credit reference agencies or other organisations that help us and others make credit decisions and reduce the incidence of fraud or in the course of carrying out identity fraud prevention or credit control checks.

18.6 You agree that we may transfer information we hold about you to any country including countries outside the European Economic Area ("**EEA**") which may have data protection

laws which are less strict than in the EEA, for any of the purposes described in this Clause 18. If so, we will ensure that appropriate safeguards are put in place.

- 18.7 If any personal data or sensitive personal data belonging to any of your directors, employees, officers, agents or clients is provided to us, you represent to us that each such person is aware of and consents to the use of such data as set out in this Clause 18 and you agree to indemnify us against any loss, costs or expenses arising out of any breach of this representation.
- 18.8 We will retain your personal data for as long as is necessary for the processing purpose(s) for which they were collected.
- 18.9 You have certain rights under applicable data protection law, including the right to access certain personal information that we hold about you and to have any incorrect personal information corrected.
- 18.10 More detail about how we process your personal information and how you may exercise your rights in respect of that information is set out in our Privacy Policy, which can be found at <https://www.exotix.com/information/privacy-policy>. You should review this Privacy Policy to ensure that you understand how we process your personal information and your rights in respect of it.

19. **NOTICES AND COMMUNICATION**

- 19.1 All notices between us shall be in writing and may be served personally or by facsimile, or by other electronic means or by first class post to us at the address we may provide in writing from time to time.
- 19.2 With the exception of dealing instructions to us (which must be communicated in accordance with Clause 4) notices shall be deemed to have been served three (or, in the case of overseas clients, seven) business days after having been posted, or if sent by facsimile or other electronic means, one business day after transmission. A business day is any day when investment business is generally conducted in London or such other financial centre as is notified to us by you prior to the relevant transaction.
- 19.3 All notices and communications must be in English (or such other language as we may agree with you) and may be provided by whatever means unless otherwise required by applicable law and regulation.

20. **RIGHTS AND REMEDIES**

- 20.1 The rights and remedies provided under these Terms shall be cumulative and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. We may waive any right, power or privilege under these Terms only by (and to the extent of) an express statement in writing. No failure by us to exercise or delay by us in exercising any of our rights under these Terms or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

21. **ILLEGALITY**

- 21.1 If any provision or term of these Terms or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from these Terms and shall be deemed to be deleted from these Terms provided

always that, if any such deletion substantially affects or alters the commercial basis of these Terms, we reserve the right to amend and modify these Terms in such fashion as may be necessary or desirable in the circumstances.

22. RIGHTS OF THIRD PARTY

- 22.1 No person who is not a party to these Terms other than any other Exotix Group Company may enforce any of these Terms or rely on any exclusion of limitation contained in these Terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

23. EXCLUSIVE JURISDICTION

- 23.1 You agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes, which (a) may arise out of or in connection with these Terms or (b) may relate to any non-contractual obligations arising from or in connection with these Terms. Nothing contained in this Clause shall limit our right to take proceedings against you in any other court of competent jurisdiction.

24. GOVERNING LAW

- 24.1 The provisions of these Terms or any non-contractual obligations arising from or in connection with them shall be governed by the laws of England and Wales.

APPENDIX 1

FINANCIAL INVESTMENTS IN RESPECT OF WHICH WE PROVIDE OUR SERVICES

- (1) Transferable Securities.

APPENDIX 2

DEFINITION OF ELIGIBLE COUNTERPARTY

In accordance with the FCA Rules, where we:

- (a) deal on our own account; or
- (b) execute orders on your behalf; or
- (c) receive and transmit orders; or
- (d) provide you with an ancillary service in connection with any of (a), (b) or (c);

you will be treated as an Eligible Counterparty, if you fall into one of the following categories (whether you are from an EEA state or not):

- (i) an investment firm;
- (ii) a credit institution;
- (iii) an insurance company;
- (iv) a collective investment scheme authorised under the UCITS Directive or its management company;
- (v) a pension fund or its management company;
- (vi) another financial institution authorised or regulated under European Community legislation or the national law of an EEA State;
- (vii) a national government or its corresponding office, including a public body that deals with the public debt at national level;
- (viii) a central bank; and
- (ix) a supranational organisation;

Additionally, you will be treated as an Eligible Counterparty where we separately agree to such a classification with you. In such cases you will be deemed an "elective Eligible Counterparty" for the purposes of FCA Rules.

APPENDIX 3

TYPES OF CLIENT CLASSIFICATION AND THE DIFFERENCES IN FCA PROTECTIONS

Where we treat you as a Professional Client, you will be entitled to fewer protections under FCA Rules than you would be entitled to as a Retail Client. In particular:

- (a) you will be given fewer information disclosures with regard to Exotix, its services and any investments (for example on costs, commissions, fees and charges);
- (b) where we assess whether a product or service is appropriate for you, we can assume that you have the necessary level of knowledge and experience to understand the risks involved in it. If we are ever required to assess the suitability of a Personal Recommendation made to you, we can assume that you have the necessary experience and knowledge to understand the risks involved, and can sometimes assume that you are able financially to bear any investment risks consistent with your investment objectives;
- (c) when providing you with best execution we are not required to prioritise the total consideration of the transaction as being the most important factor in achieving best execution for you;
- (d) we do not need to inform you of material difficulties relevant to the proper carrying out of your order(s) promptly;
- (e) where we are holding your client money, we are not required to notify you of whether interest is payable on it; and
- (f) you may not be entitled to compensation under the Financial Services Compensation Scheme.

Where we treat you as an Eligible Counterparty, you will be entitled to fewer protections under FCA Rules than you would be entitled to as a Professional Client. In particular, and in addition to the above:

- (a) we are not required to provide you with best execution in executing your orders;
- (b) we are not required to disclose to you information regarding any fees or commissions that we pay or receive;
- (c) we are not required to assess the appropriateness of a product or service that we provide to you but can assume that you have the expertise to choose the most appropriate product or service for yourself; and
- (d) we are not required to provide reports to you on the execution of your orders.

SCHEDULE 1

EXOTIX REGULATORY TERMS FOR UK FUND AND PORTFOLIO MANAGERS

1. CLIENT CLASSIFICATION

- 1.1 Exotix will classify your firm as a Professional Client as defined by MiFID II.

2. ORDER EXECUTION

- 2.1 When executing orders on behalf of Professional Clients on and after 3 January 2018 Exotix will act take all sufficient steps to obtain the best possible result for its clients.. A copy of our Execution Policy is available on our website www.exotix.com. This sets out the procedures Exotix has adopted to ensure that it meets its obligations in this regard. Your attention is drawn to the paragraph detailing the exemptions from the provision of best execution in the Execution Policy.
- 2.2 Exotix will not owe a duty of Best Execution (as defined in the Execution Policy) in accordance with the Execution Policy to the extent that we follow your specific instructions as to the order or a specific aspect of the order. If your instructions relate to a specific aspect of an order then we will only provide Best Execution in relation to those aspects of the order not covered by the instructions.

3. LIMIT ORDERS

- 3.1 Exotix confirms that, unless specifically instructed by you to the contrary or we consider publication would be in your best interest, it will not publish orders in shares admitted to trading on a regulated market or traded on a trading venue (as defined in MiFID II) where they are not immediately executed under prevailing market conditions.

4. TRANSACTION REPORTING

- 4.1 We will not transaction report, as defined in MiFID II, for you in respect of any transactions.

5. ACTING AS AGENT

- 5.1 Exotix acknowledges that in dealing with us you are executing a client order as agent for that client and that all dealing instructions will be given by you, as agent, and all trades are settled by you as agent via your omnibus account. However, in accordance with the FCA Rules, when Exotix provides you with investment services in respect of instruments covered by MiFID II we will classify you as the client for regulatory purposes and will afford you the protections relevant to your classification as a Professional Client.

SCHEDULE 2

APPLICABLE TO THOSE TRANSACTIONS INVOLVING SECURITIES WHERE EXOTIX ACTS AS A MATCHED PRINCIPAL BROKER

1. DEALING

- 1.1 We shall not be under any obligation to accept a dealing instruction from you, and we need not give any reasons for declining to do so. We will make all reasonable efforts to notify you promptly of such refusal, but shall not be responsible for any losses, costs, damages or expenses incurred by you as a result of our refusal to effect a transaction.
- 1.2 When we accept a dealing instruction from you we will seek to action it as soon as reasonably practicable in the circumstances. We shall not be responsible for any losses, costs, damages or expenses incurred by you as a result of any delay or any change in market conditions before the transaction is effected.
- 1.3 All transactions are subject to all applicable laws, rules, regulations howsoever applying and, where relevant, the market practice of any exchange, market, trading venue and/or any clearing house and including the FCA Rules (together, the "Applicable Rules"). In the event of any conflict between these Terms and Applicable Rules, the Applicable Rules shall prevail subject that nothing in this sub-paragraph shall affect our rights under Clause 9 (Rights of set-off and retention of your funds).
- 1.4 We may take or omit to take any action we think appropriate to ensure compliance with Applicable Rules and we shall not be required to do anything which would in our opinion infringe any such Applicable Rule. We are not required to give prior notice to you of any such action or inaction, and each such action or inaction will be binding upon you.
- 1.5 Unless we have classified you as an Eligible Counterparty your orders will be executed in accordance with our Execution Policy (as amended from time to time). Where necessary, we have separately sought your consent to execute your orders outside of a trading venue (as defined in MiFID II). Subject to having provided us with such consent, you agree that, whenever you place an order with us, we shall be entitled at our absolute discretion and without reference to you, to select the medium for executing your order and any related transactions we enter into as a result of your order, including, for the avoidance of doubt outside of a trading venue. Unless otherwise agreed by us, neither the medium we select nor the costs or charges we may or may not incur in relation to any such transactions will have any impact on the fees payable by you to us, subject to Applicable Rules.
- 1.6 Subject to Applicable Rules and in accordance with our Execution Policy, we may combine your order with our own orders, orders of persons connected with us and orders of other clients or counterparties. Such aggregation may on some occasions operate to your advantage and on others to your disadvantage.
- 1.7 Where you place a limit order with us that is not immediately executed, we will not publish your unexecuted order during the period that it remains unexecuted unless we believe that it would be in your best interest to do so, or you expressly request otherwise.
- 1.8 You agree that whenever you place an instruction with us to purchase securities, during the period between execution of the order and settlement, you shall be solely responsible for instructing us to take up any rights, exercise any conversion or subscription rights, deal with take-over or other offers or capital re-organisations or exercise any voting rights or affect any other corporate actions with respect to such securities and that we shall have no

obligations to notify you of any such rights nor shall we be obliged to take any action in respect of such rights unless and until we receive timely instructions from you.

- 1.9 Where we act as a principal in executing a transaction in an investment which is not a packaged product or readily realisable security (as defined by the FCA), the unit price of the transaction shall be arrived at by reference to the market price for the investment then available on the market on which such investments are generally traded or, if no such price is available, on a best efforts basis, and any reference in a confirmation to a market price shall be construed accordingly.
- 1.10 Where we are dealing on the basis of a "Request for Quote" service, we will not be executing orders on your behalf, and therefore the Execution Policy will not apply.

2. **POWER TO SELL, BUY IN OR CLOSE OUT**

- 2.1 If, at any time, we have any reason to believe that you may be unable or unwilling to meet any liabilities which you have incurred to us or which we may have incurred on your behalf or to comply with any other obligations under these Terms, we shall be entitled (and are irrevocably authorised by you) to take all or any of the following actions without prior notice to you:
- (i) sell any investments bought on your behalf but for which you have not paid on or before the relevant settlement day; and
 - (ii) take any other steps (whether or not similar to the above) we may consider to be necessary to meet any obligations which you have to comply with under these Terms or otherwise to protect our position. Any costs or losses incurred by us in effecting any or all of sub-paragraphs 2.1(i), (ii) or (iii) of this Schedule will be paid by you to us.
- 2.2 Any restrictions on our power to sell or otherwise deal with assets of yours charged to us or held by us, contained in the Law of Property Act 1925 or any other applicable law are, to the extent permitted by law, excluded.

3. **SETTLEMENT**

- 3.1 Unless otherwise specifically agreed with you, settlement of all transactions with or for you must be made in accordance with the usual terms for settlement of the appropriate exchange, market or clearing house where applicable and/or market convention and Applicable Rules.
- 3.2 Unless we expressly agree to the contrary, all amounts of every kind which are payable by you to us and vice versa in relation to the settlement of trades will be payable on delivery against payment basis.
- 3.3 We are not obliged to settle any transactions whether we are acting as principal or as agent or account to you unless and until we (or our settlement agents) have received all necessary documents (including, for the avoidance of doubt settlement instructions) or cleared funds. Our obligations to deliver investments to you or to your account or to account to you for the proceeds of the disposal of investments are conditional on prior receipt by us of appropriate documents (including, for the avoidance of doubt settlement instructions) or cleared funds from you.

- 3.4 In the case of securities, which have already been committed to a take-over offer, settlement may be delayed if the transaction can only be completed with securities issued by the offeror.
- 3.5 If, in any transaction, we deliver securities or pay money to you or to your order when you are obliged to pay money or deliver securities to us or to our order at that time or subsequently and, for whatever reason, your obligations are not performed simultaneously with or prior to our obligations, you shall hold on trust for us any such securities or money received from us until your own obligations to us are fully performed.
- 3.6 If you have not delivered the appropriate funds or securities to us on the due date for settlement, we reserve the right, as appropriate, to exercise a sell-out or buy-in of the relevant securities (as described in paragraph 2 of this Schedule 2) or acquire alternative securities by whatever means we determine in our absolute discretion. Where we do so, our obligation to deliver the securities to you; accept the securities from you or receive/pay the consideration will cease. You shall be responsible for any losses we incur arising out of your non-performance or any actions we take as a result thereof.
- 3.7 You will indemnify us and our employees and agents against any cost, loss, liability, penalty or expense arising from your failure to deliver securities or funds to us when they are due.
- 3.8 We shall be entitled, without prior notice to you, to make the currency conversions necessary or desirable for the purposes of fulfilling your trading obligations. Any such conversion shall normally be made by us, as principal, at a rate which reflects the size, liquidity and timing of the transaction. We shall disclose to you the relevant rate on the contract note or confirmation but will be entitled to retain any profit we or any associate may derive from the transaction. Any foreign exchange risk arising from any contract, our compliance with our obligations or any exercise of our rights under these Terms shall be borne by you.
- 3.9 In order to effect transactions for you, you confirm that we may (subject to an obligation to account to you for property of the same nature and description but not necessarily identical to the property originally delivered to us and subject to our other rights under these Terms) without prior notice to you deposit, charge or pledge any collateral you may deliver to us to any exchange, clearing house, broker or other third party on terms that such third party may enforce such deposit, charge or pledge in satisfaction of any obligations that we may incur to such third party or of any such obligations incurred by you or by any other client.

4. **CLIENT ASSETS**

- 4.1 In the normal course of business it is very unlikely that we will hold assets belonging to you as we do not provide a safe custody service. It is therefore your responsibility to appoint your own custodian.
- 4.2 As, in the normal course of business Exotix will not hold your assets, it will not be bound by the FCA Client Assets rules and does not accept any responsibility whatsoever in respect of the custody of your assets.
- 4.3 However if a situation does occur where we happen to hold your assets for any reasons, we will treat any such assets in accordance with the FCA Client Assets rules. In such circumstances and only in these circumstances the following provisions will apply:
- 4.3.1. Safe custody investments may be registered or recorded in your name, the name of a nominee or custodian or in our name (but only if the investment is subject to

the law or market practice of a jurisdiction outside the United Kingdom and we have reasonably determined that it is either (a) in your best interests to register or record your investment in that way, or (b) that it is not feasible to do otherwise, because of the nature of the applicable law or market practice; and we have notified you of that fact).

- 4.3.2. Where a safe custody investment is registered in our name or in the name of the nominee and/ or custodian, the safe custody investment may not be segregated from our designated investments or that of the nominee or custodian, and, in the event of our default or the default of the nominee or custodian, your assets may not be as well protected from claims made on behalf of our general creditors or the creditors of the nominee or custodian. We do not accept responsibility for the default of any such nominee or custodian.
- 4.3.3. Where the safe custody investments are subject to the law or market practice of an overseas jurisdiction or it is in your best interest to do so, we may deposit your safe custody investments with a third party outside England and Wales, provided that it is based in a jurisdiction which specifically regulates and supervises the safekeeping of financial instruments. We will not deposit your safe custody investments with third party in a non-EEA state which does not regulate custody activities unless (i) the nature of the financial instrument requires it to be deposited in such a state or (ii) we receive a prior written instruction from you, in which case the consequences of doing so are entirely at your own risk.
- 4.3.4. Where we hold safe custody investments outside England and Wales, there may be different settlement, legal and regulatory requirements in these overseas jurisdictions from those applying in England and Wales, and there may be different practices for the separate identification of safe custody investments. The safe custody investments may not be segregated and may be treated in a different manner from that which would apply if the assets were held in England or Wales.
- 4.3.5. Sub custodians may hold the custody assets at your risk and on such terms and conditions as the sub custodian may require. We shall be entitled to grant to sub custodians liens, rights of set-off and/or other security interests over the custody assets to the extent permitted by MiFID II. In such circumstances you will be exposed to the risk that such third party or other person may exercise such rights over your custody assets and reduce the amount of such assets. We shall not be liable for the acts, default or insolvency of any sub custodian, nor for any expense, loss or damage suffered by or occasioned to you in connection with those acts, default or insolvency in the absence of fraud, gross negligence or wilful default by us in the initial selection and supervision of any sub custodian. We will assume responsibility for claiming and receiving dividends, interest payments and other rights.
- 4.3.6. We will act on your instructions regarding the exercise of conversion, subscription and voting rights, and in respect of take-overs, capital reorganisations and other offers but shall not be liable to you for failing to act in circumstances where no such instructions have been received. We shall provide information, including statements, to you regarding your safe custody investments as required by the FCA Rules. We may pool your safe custody investment with those of one or more of our other clients.
- 4.3.7. We can provide information pertaining to your assets including financial instruments and funds to regulatory authorities, appointed insolvency practitioners and those responsible for the resolution of failed institutions where required.

SCHEDULE 3

ACTING FOR A US DOMICILED CLIENT

Where a transaction has been effected on behalf of a US client, Exotix USA Inc. is acting in the capacity of US intermediary broker-dealer. Exotix USA Inc. is registered as a broker-dealer with the U.S. Securities and Exchange Commission, is a member of the Financial Industry Regulatory Authority, Inc. (www.FINRA.org), and is a member of SIPC. In transactions where Exotix USA Inc. acts as agent, the buyer and seller will be furnished upon written request. If you have any inquiries, please contact (preferably by telephone):

Exotix USA Inc.
444 Madison Avenue
36th Floor
New York
NY 10022
United States of America

Tel: +1 212 551 3480

SCHEDULE 4

TERMS OF BUSINESS FOR EXOTIX DIFC BRANCH CLIENTS

1. EXOTIX DIFC

The additional terms in this schedule 4 are to be read by Exotix Partners LLP, Dubai International Financial Centre ("**DIFC**") Branch clients in conjunction with these Terms and do not in any way limit or supersede them.

2. OUR CAPACITY

2.1 Exotix Partners LLP, DIFC Branch ("**Exotix DIFC**"), having its address at Office 106, 1st Floor, Gate Village Building 7, DIFC, PO Box 482099, Dubai, United Arab Emirates, is authorised and regulated by the Dubai Financial Services Authority (the "**DFSA**") to carry out the Financial Services of; Arranging Deals in Investments, Advising on Financial Products, Dealing in Investments as Principal (only as Matched Principal) and Dealing in Investments as Agent as detailed by clause 1 of these Terms.

2.2 To benefit from these services, you may also have to enter into other agreements directly with other Exotix Partners LLP offices and/or their entities and/or affiliates located outside the DIFC (collectively referred to as "**Exotix Group**") and will be subject to those other agreements (including any amendments thereto) and the governing laws in the relevant entities jurisdictions.

3. YOUR CAPACITY

3.1 For the purposes of the DFSA Rules and according to the classification notice that we have sent you, we will treat you as either a "**Professional Client**" or a "**Market Counterparty**" (please see the relevant DFSA definitions in Appendix 4 for more information on which firms will be classified as a Professional Client or a Market Counterparty.) You shall notify us immediately if, at any point, you cease to fall within such definition.

3.2 You are entitled to request a different client classification. Where we have classified you as a Market Counterparty, you can request classification as a Professional Client. The DFSA Rules allow you to request classification as a "**Retail Client**" (as defined by the DFSA) when we have classified you as a Market Counterparty or a Professional Client, but please note that we would not be able to offer you any financial services because we are not licensed to deal with Retail Clients.

3.3 Where we have classified you as a Professional Client, you may also request to be classified as a Market Counterparty, if you qualify. You understand that a request to be classified as a Market Counterparty will result in a lesser degree of protection under the DFSA Rules for you. For information regarding the main differences in the DFSA protections afforded to different client types, please see Appendix 5 of these Terms.

3.4 Unless we otherwise notify you in writing, we shall treat you alone as our client for the purposes of the DFSA Rules and you will be liable as such. Subject to such notification to the contrary, you agree that no other person (whether disclosed to us or not) shall be our client nor have any rights hereunder, unless we expressly agree otherwise.

3.5 By entering into these Terms and any transactions hereunder, you will not violate any applicable laws, rules, regulations howsoever applying and, where relevant, the market

practice of any exchange, market, trading venue and/or any clearing house and including the DFSA Rules;

- 3.6 You shall provide us with such information as we require in relation to these Terms, including all information required to comply with all DFSA Rules and all applicable anti-money laundering rules and regulations. You warrant that, to the best of your knowledge, any information provided to us by you is complete, accurate and not misleading in any material respect and you agree to notify us should such information change in any material respect.
- 3.7 For the avoidance of doubt, the DFSA Conduct of Business Rules ('COB') on suitability do not apply to any execution only transactions undertaken by Exotix DIFC for you. Further, by continuing to do business with Exotix DIFC, you consent to Exotix DIFC agreeing not to consider suitability, as noted in section 3.4.2 of the DFSA COB rules and completely dispensing with any obligations to conduct a suitability assessment before or when giving advice or recommendations to, or accepting instructions or orders from you. Exotix DIFC is not required to assess the suitability of any investment or service provided or offered to you under these Terms and you will therefore not benefit from the protection of the DFSA's rules on assessing suitability.

If another party or person is responsible for the execution of a transaction, Exotix DIFC may rely on that party or person to provide best execution.

- 3.8 As a Professional Client or Market Counterparty you are deemed to have the necessary knowledge and experience to understand the risks involved in any investment or service provided or offered to you under these Terms. Unless you advise us that you do not consider that you do have the necessary knowledge and experience prior to the provision by us of such investment or service, the investment or services that we provide to you under these Terms will be deemed appropriate for you when we are required by the DFSA Rules to assess appropriateness for you.

4. OUR CHARGES OR COMMISSION

The terms governing fees and charges payable by you for the provision of services are in clause 5 of these Terms. Unless we have classified you as a Market Counterparty, details of our current charges, fees or commissions shall be provided to you in the separate document which shall for all intent and purposes be an integral part of these Terms. The Client shall be deemed to have consented and agreed to any amendments to the fees, charges or commissions if the Client continues to utilise the services under these Terms.

5. REPORTING TO YOU

The terms governing reporting to you are contained in clause 6 of these Terms. You also agree, in respect of any transaction we undertake with or for you, that our trade confirmation may combine the price at which the transaction was executed with the amount of our charges in connection with the transaction (including commission charges and the amount of any mark-up or mark-down, fees, taxes or duties), and will be reported to you as a single price.

6. CONFLICTS OF INTEREST

In accordance with the DFSA Rules and our own Conflicts of Interest Policy (available on request), we have in place arrangements to identify and manage conflicts of interest that arise between ourselves and our clients and between our different clients and therefore ensure that risks of damage to your interests are minimised.

7. **LIABILITY**

- 7.1 Neither we nor our partners, employees, agents nor any other Exotix Group Company shall be under any liability whatsoever for any loss or damage sustained by you as a result of or in connection with the services to which these Terms apply and the provisions contained in these Terms except insofar as, and then only to the extent that, such loss or damage is caused by negligence or willful default, or fraud, or any failure to comply with the DFSA Rules.
- 7.2 Nothing in these Terms will:
- 7.2.1 exclude or restrict any obligation we may have to you, nor any liability we may incur to you, in respect of a breach by us of DFSA Rules; or
- 7.2.2 exclude or restrict to an extent prohibited by law any duty or liability we may have to you.
- 7.3 You irrevocably and unconditionally agree to indemnify us, our partners, employees, agents on demand and keep us fully and effectively indemnified (whether before or after termination of these Terms) against any claims, liabilities or expenses of any kind which may be incurred by us as a direct or indirect result of our acting under these Terms. However, this indemnity shall not apply to any loss or liability to the extent it arises or results from our negligence or willful default, fraud or any contravention by us of the DFSA Rules.

8. **COMPLAINTS**

If you wish to make a formal complaint this should be made in writing and addressed to the Compliance Officer, Exotix Partners LLP (Dubai), Office 106, 1st Floor, Gate Village Building 7, DIFC, PO Box 482099, Dubai, United Arab Emirates. Your formal complaint will then be investigated internally by employees who were not involved with the subject matter of your complaint and have been trained in complaints handling.

9. **TERMINATION**

Termination shall not affect your obligation to settle transactions effected prior to the date of termination and shall not prejudice any right or obligation that may already have arisen. We shall also continue to have the right to disclose information where required to the DFSA or overseas regulator.

10. **ASSIGNMENT**

You may not assign any of your rights or obligations under these Terms to any other person without our prior written agreement. We may assign our rights or obligations to any Exotix Group Company or our associated companies which are authorised by the DFSA to carry out the services contemplated by clause 1 of these Terms or to any person or entity who may acquire the whole or any part of our business or assets.

11. **DATA PROTECTION**

- 11.1 You acknowledge that we may obtain information (including personal data and sensitive personal data, each defined in the DIFC Data Protection Law) about you. We and you will each treat as confidential (both during and after the termination of the relationship between you and us) any information learned about the other, its investment strategy or holdings or products or services in the course of the relationship pursuant to these Terms and, except

as otherwise agreed, shall not disclose the same to any third party without the other's consent.

11.2 You consent to disclosure by us to the DFSA (or any successor to the DFSA), the DIFC Authority any relevant exchange, or any other regulatory body or authority in the DIFC, the United Arab Emirates or elsewhere of such information (including, without limitation, personal data, sensitive personal data and information relating to your transactions and accounts) services provided to you pursuant to these Terms as may be requested by them or that we may otherwise be required to disclose.

11.3 You consent to the transfer of information (including personal data and sensitive personal data) we hold about you to any country which may not have data protection laws, for any of the purposes described in this Clause 11 and Clause 17 of these Terms.

12. **NOTICES**

With the exception of dealing instructions to us (which must be communicated in accordance with Clause 4 of these Terms) notices shall be deemed to have been served three (or, in the case of overseas clients, seven) business days after having been posted, or if sent by facsimile or other electronic means, one business day after transmission. A business day is any day when investment business is generally conducted in the DIFC or such other financial centre as is notified to us by you prior to the relevant transaction.

13. **RIGHTS OF THIRD PARTY**

No person who is not a party to these Terms other than any other Exotix Group Company has the right under the DIFC Law No.6 of 2004 to enforce any of these Terms or rely on any exclusion of limitation contained in these Terms.

14. **EXCLUSIVE JURISDICTION**

You agree that the Courts of the DIFC are to have non-exclusive jurisdiction to settle any disputes, difference, controversy or claim which (a) may arise out of or in connection with these Terms or (b) may relate to any non-contractual obligations arising from or in connection with these Terms. Nothing contained in this Clause shall limit our right to take proceedings against you in any other court of competent jurisdiction.

15. **GOVERNING LAW**

The provisions of these Terms or any non-contractual obligations arising from or in connection with them shall be governed by the laws of the DIFC.

APPENDIX 4

DEFINITION OF ELIGIBLE COUNTERPARTY

1. In accordance with the FCA Rules, where we:
 - (a) deal on our own account; or
 - (b) execute orders on your behalf; or
 - (c) receive and transmit orders; or
 - (d) provide you with an ancillary service in connection with any of (a), (b) or (c);

you will be treated as an Eligible Counterparty, if you fall into one of the following categories (whether you are from an EEA state or not):

 - (i) an investment firm;
 - (ii) a credit institution;
 - (iii) an insurance company;
 - (iv) a collective investment scheme authorised under the UCITS Directive or its management company;
 - (v) a pension fund or its management company;
 - (vi) another financial institution authorised or regulated under European Community legislation or the national law of an EEA State;
 - (vii) an own account commodities or commodity derivatives dealer, where, if it is part of a group, the main business of that group is not the provision of other investment services, or a local;
 - (viii) a national government or its corresponding office, including a public body that deals with the public debt;
 - (ix) a central bank;
 - (x) a supranational organisation;
2. Additionally, you will be treated as an Eligible Counterparty where we separately agree to such a classification with you. In such cases you will be deemed an "elective Eligible Counterparty" for the purposes of FCA Rules.

DFSA CLIENT DEFINITIONS - FOR DIFC BRANCH CLIENTS

Professional Client

A person can be classified as a Professional Client if the person falls within any of the following classifications and has not elected to be treated as a Retail Client:

1. an Undertaking¹, trust or foundation, which is established and operated for the sole purpose of facilitating the management of an investment portfolio of an individual that has at least USD 1,000,000 in net assets² and has sufficient financial experience and understanding of relevant financial markets, products or transactions and any associated risks.
2. An Undertaking¹ that has own funds³ or called up capital⁴ of at least USD 1,000,000, and has sufficient financial experience and understanding of relevant financial markets, products or transactions and any associated risks.
3. An Undertaking¹ who has a controller⁵, a Holding Company, a Subsidiary or a joint venture partner that has sufficient financial experience and understanding of relevant financial markets, products or transactions and any associated risks and either:
 - (a) has own funds³ or called up capital⁴ of at least USD 1,000,000; or
 - (b) has at least USD 1,000,000 in net assets².
4. An Undertaking¹ who has a controller⁵, a Holding Company, a Subsidiary or a joint venture partner that is listed in 5 (i) to (xi) below.
5. Is either one of the following;
 - (a) a supranational organisation whose members are either countries, central banks or national monetary authorities;
 - (b) a properly constituted government, government agency, central bank or other national monetary authority of any country or jurisdiction;
 - (c) a public authority or state investment body;
 - (d) a DFSA Authorised Market Institution, regulated exchange or regulated clearing house;
 - (e) an Authorised Firm, a Regulated Financial Institution or the management company of a regulated pension fund;
 - (f) a Collective Investment Fund or a regulated pension fund;
 - (g) a Large Undertaking or is wholly owned by a holding company that is a Large Undertaking which at the date of its most recent financial statements has at least two of the following requirements:

¹ Body corporate or body unincorporated, including a legal person, company, partnership, unincorporated association, government or state

² Assets which exclude the primary residence of the person and may include any assets held directly or indirectly by that person

³ 'own funds' means cash and investments as shown in the balance sheet

⁴ 'called up capital' means all the amounts paid-up on allotted shares, less any amounts owing on allotted shares

⁵ a 'controller' is an individual who:

- (a) owns a majority of the shares of the Undertaking;
- (b) is able to appoint or remove a majority of the board members of the Undertaking; or
- (c) controls a majority of the voting rights of the Undertaking (or that of a Holding Company of the Undertaking).

- (i) it has a balance sheet total⁶ of at least USD 20,000,000;
 - (ii) it has a net annual turnover of at least USD 40,000,000; or
 - (iii) it has own funds³ or called up capital⁴ of at least USD 2,000.000.
- (h) a Body Corporate or is wholly owned by a holding company that is a Body Corporate whose shares are listed or admitted to trading on any regulated exchange of an IOSCO member country;
 - (i) any other institutional investor whose main activity is to invest in financial instruments, including an entity dedicated to the securitisation of assets or other financial transactions;
 - (j) a trustee of a trust which has, or had during the previous 12 months, assets of at least USD 10,000,000; or
 - (k) a holder of a licence under the DIFC Single Family Office Regulations with respect to its activities carried on exclusively for the purposes of, and only in so far as it is, carrying out its duties as a Single Family Office.

Market Counterparty

A Professional Client may be treated as a Market Counterparty provided that:

In the case of a Professional Client referred to in 5 (a) to (k) above, the Client has been given a prior written notification of their classification as a Market Counterparty and the Client has not requested to be treated otherwise.

Retail Client

A client is a Retail Client to the extent they are not a Professional Client or a Market Counterparty.

⁶ a 'balance sheet total' means the aggregate of the amounts shown as assets in the balance sheet before deducting both current and long-term liabilities

APPENDIX 5

TYPES OF CLIENT CLASSIFICATION AND THE DIFFERENCES IN FCA PROTECTIONS

1. Where we treat you as a Professional Client, you will be entitled to fewer protections under FCA Rules than you would be entitled to as a Retail Client. In particular:
 - (a) you will be given fewer information disclosures with regard to the firm, its services and any investments (for example on costs, commissions, fees and charges);
 - (b) where we assess whether a product or service is appropriate for you, we can assume that you have the necessary level of knowledge and experience to understand the risks involved in it;
 - (c) if we are ever required to assess the suitability of a Personal Recommendation made to you, we can assume that you have the necessary experience and knowledge to understand the risks involved, and can sometimes assume that you are able financially to bear any investment risks consistent with your investment objectives;
 - (d) when providing you with best execution we are not required to prioritise the overall costs of the transaction as being the most important factor in achieving best execution for you;
 - (e) we do not need to inform you of material difficulties relevant to the proper carrying out of your order(s) promptly;
 - (f) should we provide you with periodic statements, we are not required to provide them as frequently as for Retail Clients; where we are holding your client money, we are not required to notify you of whether interest is payable on it; and
 - (g) you will not be entitled to compensation under the Financial Services Compensation Scheme.

2. Where we treat you as an Eligible Counterparty, you will be entitled to fewer protections under FCA Rules than you would be entitled to as a Professional Client. In particular, and in addition to the above:
 - (a) we are not required to provide you with best execution in executing your orders;
 - (b) we are not required to disclose to you information regarding any fees or commissions that we pay or receive;
 - (c) we are not required to assess the appropriateness of a product or service that we provide to you but can assume that you have the expertise to choose the most appropriate product or service for yourself;
 - (d) we are not required to provide you with information about ourselves, our services and the arrangements through which we will be remunerated;
 - (e) we are not required to provide you with risk disclosures on the products or services that you select from us; and
 - (f) we are not required to provide reports to you on the execution of your orders.

TYPES OF CLIENT CLASSIFICATION AND THE DIFFERENCES IN DFSA PROTECTIONS - FOR EXOTIX DIFC BRANCH CLIENTS

1. Where we treat you as a Professional Client, you will be entitled to fewer protections under DFSA Rules than you would be entitled to as a Retail Client. In particular:
 - (a) you will be given fewer information disclosures with regard to the firm, its services and any investments (for example on costs, commissions, fees and charges);
 - (b) where we assess whether a product or service is appropriate for you, we can assume that you have the necessary level of knowledge and experience to understand the risks involved in it;
 - (c) if we are ever required to assess the suitability of a personal recommendation made to you, we can assume that you have the necessary experience and knowledge to understand the risks involved, and can sometimes assume that you are able financially to bear any investment risks consistent with your investment objectives and the extent to which we undertake a suitability assessment can be limited by us;
 - (d) should we provide you with periodic statements, we are not required to provide them as frequently as for Retail Clients; and
 - (e) where we are holding your client money, we are not required to issue you with statements as frequently as for Retail Clients;

2. Where we treat you as a Market Counterparty, you will be entitled to fewer protections under DFSA Rules than you would be entitled to as a Professional Client. In particular, and in addition to the above:
 - (a) we are not required to provide you with best execution in executing your orders;
 - (b) we are not required to disclose to you information regarding any fees or commissions that we pay or receive;
 - (c) we are not required to assess the suitability or appropriateness of a product or service that we provide to you but can assume that you have the expertise to choose the most appropriate product or service for yourself;
 - (d) we do not need to inform you of material difficulties relevant to the proper carrying out of your order(s) promptly;
 - (e) we are not required to provide you with information about ourselves, our services and the arrangements through which we will be remunerated;
 - (f) we are not required to provide you with risk disclosures on the products or services that you select from us;
 - (g) we are not required to provide you periodic statements, reports or confirmation notes to you on the execution of your orders; and
 - (h) we are not required to comply with the DFSA client money provisions.