



Vantage Capital Markets LLP

Terms of Business

1. Our Particulars

- 1.1. This terms of business document (the "Terms"), together with its Schedules, define the basis on which Vantage Capital Markets LLP ("Vantage", "we" or "us") will provide you with the services referred to in these Terms. Our registered address and principal place of business is 2nd Floor, 70 St Mary Axe, London EC3A 8BE.
- 1.2. These Terms incorporate our Conflicts of Interest Policy ("Conflicts Policy"), Order Execution Policy ("Execution Policy") and Complaint Management Policy ("Complaints Policy"), as each is amended from time to time. The current versions of our Conflicts Policy, Execution Policy and Complaints Policy are on our website (www.vcmllp.com).
- 1.3. These Terms create a contractual relationship between you and Vantage and are legally binding. These Terms will take effect when you first undertake business with Vantage after having executed them and you will be deemed to accept these Terms and to consent to our Execution Policy (as published at the relevant time) every time you enter into a transaction with us. These Terms will apply to all investment and connected business which Vantage may carry on with or for you in accordance with these Terms.
- 1.4. 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.
- 1.5. 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.

2. Services

- 2.1. We may provide you with dealing services, including on a name passing basis (i.e. as an introducing broker) or on a matched principal basis, in respect of any of the investments listed in Schedule 3. This agreement applies to all methods or mechanisms used to provide our dealing services to you, including, where applicable, electronic mechanisms and systems. When providing dealing services (except where we are acting only as an introducing broker or otherwise only arranging a transaction) the provisions in Schedule 1 apply.
- 2.2. We may also provide you with trading ideas or market views, as well as written or oral market recommendations and other market and investment analysis (collectively, "Market Commentary"). You hereby acknowledge and understand that Market Commentary provided by us to you is solely incidental to the conduct of our business, shall not serve as a primary basis for any decision by you and does not constitute investment advice or investment research or a recommendation (personal or otherwise) to enter into a

transaction. You should read and consider carefully any disclosures or disclaimers made in any Market Commentary we provide to you. We give no representation, warranty or guarantee as to the accuracy or completeness, reliability or prudence of such information. Any Market Commentary provided by us may not have been verified and may be changed without notice to you but we shall have no duty to update such Market Commentary. You understand that we, our affiliates, members and employees may take positions in or advise or make recommendations to other clients concerning such transactions which are the subject of recommendations from us to you, which positions, recommendations and advice may be inconsistent with or contrary to positions which are held by you. Market Commentary which we provide is not to be further distributed by you without our express written consent. When we send you Market Commentary, we will not have considered your circumstances nor assessed the suitability for you of any investment to which the Market Commentary relates.

- 2.3. We shall not be obliged to provide you with ongoing advice or to monitor your financial position on an ongoing basis. In particular, we shall not be obliged to provide you with advice in relation to the suitability or otherwise or tax consequences of the execution for you of an order which we receive from you.
- 2.4. Unless we have specifically agreed in writing to provide you with advisory services, we will not provide you with specific advice or a personal recommendation (i.e. advice on an investment which we have determined is suitable for you based on a consideration of your particular circumstances (a "Personal Recommendation"). Consequently, trade ideas, research, other communications, market information or other statements that you may receive from us from time to time have not, unless it is clearly stated to the contrary, been formulated following consideration of your particular circumstances and do not constitute advice or a recommendation that an investment, transaction or course of action is suitable for you. You therefore acknowledge that you enter into any transaction solely on the basis of your own judgment and have not relied on any such trade ideas, research or other communications, market information or other statements provided by us.

3. Our Capacity

Vantage is authorised and regulated by the Financial Conduct Authority (the "FCA"), whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS, and is entered on the FCA's register of authorised firms with number 416697.

4. Your Capacity

- 4.1. We are required by the FCA Rules to categorise you as a client. We will treat you as a "Professional Client" or an "Eligible Counterparty" (each as separately advised) for the purpose of FCA rules. You agree and acknowledge that you are responsible for keeping Vantage informed about any change that could affect your categorisation as a Professional Client or Eligible Counterparty.
- 4.2. You are entitled to request a different client categorisation which will give you greater regulatory protection. Accordingly,



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where we have categorised you as an Eligible Counterparty, you can request categorisation as a Professional Client. For information regarding the main differences in the FCA protections afforded to different client types, please see Schedule 4.

4.3. Where you make a request to change your client categorisation either generally or in respect of one or more services, transactions, types of investments or instruments, you must confirm such request in writing and that you are aware of the consequences of the protection you may lose (if any) as a result of that request. We accept only Professional Clients and Eligible Counterparties for the services provided under these Terms. We are not permitted to provide any services to Retail Clients.

4.4. 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 nor have any rights hereunder, unless we expressly agree otherwise.

4.5. 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.

4.6. Where the investment in question is not a "non-complex" financial instrument as set out in the FCA Rules, we may be required to assess the appropriateness of such investment for you. If this is the case, we are entitled, and will assume, that as a Professional Client or Eligible Counterparty, you have the necessary experience and knowledge in order to understand the risks involved in relation to the relevant investments and related services.

5. Vantage Representations and Warranties

5.1. We represent, warrant and undertake to you that, both at the date of these Terms and at the time of any transaction we may enter into with or for you:

- (a) we have full power and authority, as well as all necessary licences, authorisations, consents and approvals to enter into these Terms and to receive and perform in accordance with your instructions to execute or arrange any transaction in investments specified in Schedule 3 and to perform all your obligations hereunder as well as any obligations necessary for the execution of your instructions;
- (b) we have adequate resources to enter into and perform any such transaction as per your instructions;
- (c) these Terms and any transactions entered into hereunder as well as the provision of the services referred to hereunder create our valid and binding obligations enforceable against us in accordance with these Terms;
- (d) by entering into these Terms and any transactions hereunder as well as by providing the services referred to hereunder,

we will not violate any Applicable Law or regulation or any rule of any governmental or regulatory organisation; and

- (e) all information we have given to you is, to the best of our knowledge and belief, true and complete and any material changes to the information given to you will be promptly notified to you.

5.2. Your Representations and Warranties

You represent, warrant and undertake to us that, both at the date of these Terms and at the time of any transaction we may enter into with or for you:

- (a) 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 Schedule 3 and to perform all your obligations hereunder;
- (b) you have adequate resources to enter into and perform any such transaction which you decide to undertake;
- (c) these Terms and any transactions entered into hereunder are your valid and binding obligations enforceable against you in accordance with these Terms;
- (d) 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 Vantage, or to whomever Vantage may direct, in sufficient time on or before the contractual settlement date to enable Vantage to settle the transaction in accordance with market requirements;
- (e) Vantage are not obliged to settle any transactions whether Vantage are acting as principal or agent, or account to you unless and until Vantage (or our settlement agents) have received all necessary documents or cleared funds. Our obligations to deliver instruments to you, or to your portfolio, or to account to you for the proceeds of the disposal of investments, are conditional upon prior receipt by Vantage of appropriate documents or cleared funds from you;
- (f) you will indemnify Vantage and our employees and agents against any cost, loss, liability, penalty or expense arising from your failure to deliver securities or funds to Vantage when they fall due;
- (g) by entering into these Terms and any transactions hereunder, you will not violate any Applicable Law or regulation or any rule of any governmental or regulatory organisation;
- (h) all information you have given to us is, to the best of your knowledge and belief, true and complete and any material changes to the information given to us will be promptly notified to us; and



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- (i) unless otherwise agreed in writing, 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.
- 5.3. 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 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.
- 5.4. For the avoidance of doubt, Vantage 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 FCA's rules on assessing suitability.
- 5.5. 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 have the necessary knowledge and experience prior to the provision by us of such investment or service, we are entitled to assume that the investment or services that we provide to you under these Terms will be appropriate for you for the purposes of the FCA Rules.
- 5.6. 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. Where you have been classified as a Professional Client, and as required by the FCA Rules, information on the nature of the investments in relation to which we provide services under these Terms, and the risks associated with them, has been provided to you. If it has not, you should ask us for that information. 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.
- 6. Instructions and Communications**
- 6.1. You may communicate your dealing instructions to us in writing (for example by letter or fax or electronically) or verbally. If you give us an instruction in writing, such instructions must be received by us during normal business hours allowing sufficient time for us to act upon them. If they are not received within that time, they will not be acted upon before normal business hours recommence. 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 or being received in incomplete or corrupted form.
- 6.2. Subject to Applicable Law, you agree that we may communicate with you by electronic means (including by means of a website). Any communication between us using electronic signature will be binding as if it were in writing. Orders and instructions given by you via email or other electronic means will constitute evidence of orders and instructions.
- 6.3. You agree that we may, in our absolute discretion, refuse to accept an order or any other instruction for your account and need not give any reasons for declining to do so.
- 6.4. 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.
- 6.5. We shall be entitled to rely on and treat as binding upon you any instructions which we, acting prudently and in good faith, believe to be from you or from your agent(s) (whether received by telephone, electronically or otherwise in writing) which we have accepted in good faith. No liability shall attach to us if an instruction which we have accepted and acted upon bona fide is subsequently discovered to have been forged, falsified or amended prior to its receipt by us without your authority.
- 6.6. Where these Terms are addressed to more than one person, any instruction, notice, demand, acknowledgement or request to be given by or to you under these Terms may be given by or to any one of you. We need not enquire as to the authority of that person.
- 6.7. You agree that all telephone conversations and electronic communication which we may exchange (or have with any third party) may be recorded and such recordings may be used as evidence in the event of a dispute. A copy of such recordings will be available at your request for a period of five years and, where requested by the FCA or other relevant competent authority, for a period of up to seven years.
- 6.8. Any information or advice (whether oral or written) given by us, or any director, member, employee or agent of ours to you shall be given in good faith.
- 6.9. You authorise us to provide you with information which is not specifically addressed to you, including without limitation general information about us, our services, the risks posed by investments which we may trade for you, our Conflicts Policy and Execution Policy, including material changes to such information, through our website.
- 7. Our Charges**
- 7.1. Unless otherwise agreed, 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 as notified to you in advance prior to commencing trading with us, and as amended through notice to you from time to time. Any such fee or charge will be exclusive of VAT or any other tax or duty, where applicable, unless specifically stated otherwise in writing.
- 7.2. The existence, nature and amount of any payment or benefit received from or paid to third parties in connection with the provision of the services, unless it is paid on your behalf or is necessary for the provision of the services, will be clearly disclosed to you as required by Applicable Law. Such payments shall not impair our duty to act, honestly fairly and professionally



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in accordance with your best interests and will be appropriately designed to enhance the quality of services to you.

7.3. Unless otherwise agreed in writing, you will be responsible for the payment of any 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 (other than the general overheads associated with the operation of our business which are not related specifically to the services we provide you with).

7.4. All amounts (including without limitation all fees and charges) payable by you shall be due within 30 days of invoice date without set off, counterclaim or deduction. In the event of force majeure (for example, strikes or communication systems failure) causing delay in the receipt of invoice, the due date will be extended accordingly.

7.5. All fees, charges and other payments due to us pursuant to these Terms are exclusive of any applicable value added tax at the appropriate rate for the time being, which shall be payable in addition.

8. Reporting

8.1. Where any transaction in an investment is subject to the requirements under the FCA Rules to make a report to a competent authority ("Transaction Report"), you agree and acknowledge that we shall only file any such Transaction Report where it is our legal obligation to do so and we shall not be responsible for any Transaction Report, including any relevant fields, included in such Transaction Report, which are your obligation under Applicable Law.

8.2. Where you give us an order for a transaction which is subject to publication in accordance with MIFID ("Trade Reporting"), you agree and acknowledge that we shall only arrange to make public the information regarding that transaction in accordance with FCA Rules where it is our legal obligation to do so in accordance with Applicable Law. You acknowledge that you are responsible for any Trade Reporting which is your obligation under Applicable Law.

8.3. 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. In all cases (verbal notification or communication by electronic means), you will receive a trade confirmation or other notification from us the same day, otherwise not more than three business days from the date of despatch.

8.4. You will notify us promptly upon receipt if you are not in agreement with any trade confirmation or other notification from us. In the absence of such prompt notification by you, the trade confirmation or notification will (in the absence of manifest error) be binding on you.

9. Conflicts of Interest

9.1. In accordance with the FCA Rules and our Conflicts Policy, we have in place arrangements to manage conflicts of interest that arise between ourselves and our clients and between our different clients, which ensure that risks of damage to your interests will be prevented. Where a relevant potential or actual conflict of interest is identified, we will take all appropriate steps to prevent or manage such conflict of interest to prevent any such conflicts from adversely affecting the interests of our clients.

9.2. Where we do not consider that the arrangements under our Conflicts Policy are sufficient to manage a particular conflict, we will inform you of the nature of the conflict so that you can decide how to proceed.

10. Default Remedies

10.1. If any of the following happens:

- (a) failure by either party to make any payment or to deliver any securities as and when due; or
- (b) failure by either party to perform any other obligation owed to the other party under these Terms or in accordance with the law or any applicable regulations; or
- (c) any representation or warranty either party makes to the other proves false or misleading either under these Terms or under any other agreement between the parties; or
- (d) we become unable to pay our debts as they fall due or we become insolvent or bankrupt or we become the subject of any insolvency, bankruptcy, administration or similar proceedings; or
- (e) a winding-up resolution is passed or a winding-up or administration order is made in respect of us or a receiver, liquidator, administrator or similar official is appointed in respect of us or any of our property,

the other party (the "Non-defaulting party") shall be entitled, without prior notice to the affected party (the "Defaulting Party"), to take any or all of the following actions (and in all cases the Defaulting Party will immediately indemnify the Non-defaulting party in accordance with clause 11.5 on demand for any claims, liabilities or expenses which the Non-defaulting party suffers or incurs as a result):

- (i) to treat any or all outstanding transactions between the parties as having been cancelled or terminated;
- (ii) to sell any or all of the investments or other property which the Non-defaulting party are holding, have control over or are entitled to receive on the Defaulting Party's behalf and to apply the proceeds in or towards satisfaction of any obligation or liability the Defaulting Party may have to the Non-defaulting party (including any contingent or prospective liability);
- (iii) to set off any obligation owed between the parties, and/or to apply any cash the Non-defaulting party holds for the Defaulting Party's account, against any obligation or liability



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the Defaulting Party may have to the Non-defaulting party (including any contingent or prospective liability);

- (v) 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 the Non-defaulting party's sole discretion, it considers necessary or appropriate to cover, reduce or eliminate its loss from the transaction or liability under or in respect of any contracts, positions or commitments; or

- (vi) to terminate this Agreement.

10.2. Until you have paid or discharged in full all monies and liabilities owed to us, any monies from time to time outstanding to the credit of any of your accounts with us shall not be due and payable although we may in our absolute discretion make payments to you from such accounts, or otherwise exercise our rights of set off and/or combination and/or consolidation. This clause shall not apply where Vantage is the Defaulting Party.

11. Liability

11.1. We shall not be liable for any loss of opportunity whereby the value of your account may have been increased nor for any reduction in the value of your account as a result of market movements. We shall not be liable for the taxation consequences of any transaction nor shall we be liable for taxation charges arising for any reason.

11.2. Neither we nor our directors, members, 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 or wilful default, or fraud, or any failure to comply with the regulatory system (as defined in the FCA Rules).

11.3. Neither we nor our directors, members, 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 wilful default, fraud, negligence or any failure to comply with the regulatory system (as defined in the FCA Rules) on the part of us or our directors, members, employees or agents, or in the selection of such agents or third parties.

11.4. Nothing in these Terms will:

- (a) exclude or restrict any obligation we may have to you nor any liability we may incur to you in respect of any failure on our part or the part of our directors, members, employees and agents to comply with the regulatory system (as defined in the FCA Rules); or
- (b) otherwise exclude or restrict to an extent prohibited by law any duty or liability we may have to you.

11.5. You irrevocably and unconditionally agree to indemnify us, our directors, members, employees and agents on demand and keep

us fully and effectively indemnified (whether before or after termination of these Terms) against any claims, liabilities as well as any reasonable, actual, direct and properly documented expenses which may be incurred by us as a direct result of our acting under these Terms to the extent the above are caused by wilful default, fraud, gross negligence on your part or by your failure to comply with the regulatory system applicable to you. However, this indemnity shall not apply to any loss or liability to the extent it arises or results from our negligence or wilful default, fraud or any failure on our part or the part of our directors, members, employees and agents to comply with the regulatory system (as defined in the FCA Rules).

12. Force Majeure

Neither party shall be in breach of their obligations under these Terms if there is any total or partial failure of performance of 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 a party's reasonable control.

13. Complaints and Compensation

13.1. In accordance with the FCA Rules, our Complaints Policy contains procedures for the effective consideration and proper handling of complaints from customers. Any complaints should be referred to our Head of Compliance at the address set out at Clause 1.1, who will provide information about the complaints management process. This information is also available on request from the Head of Compliance.

13.2. As a Professional Client or Eligible Counterparty you do not have access to the Financial Ombudsman Service.

13.3. Most investment business undertaken by us is covered by the UK Financial Services Compensation Scheme (the "FSCS"). Subject to the rules and limits which apply to the FSCS and your specific circumstances, you may be protected by the FSCS, particularly if you are an individual or a smaller business. Claims made by eligible claimants in respect of investment business are covered up to an aggregate maximum compensation of £50,000. Further information on the FSCS (including information on the circumstances in which a claim would be possible and how a claim would be made) is available from our Head of Compliance upon request. Alternatively information can be obtained directly from the FSCS at its website (www.fscs.org.uk) or by contacting it at its offices at 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN.

14. Variation

14.1. 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



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any governmental or other regulatory body or to comply with the rules of an exchange or clearing house.

- 14.2. All such modifications, amendments or additions shall have effect from the date specified in the notice or, if not so specified, seven days after they are deemed to have been duly given or made in accordance with clause 18.2, unless you notify us in writing to your objection to such change.

15. Termination

- 15.1. 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.
- 15.2. On termination, we shall close out all transactions commenced prior to termination and termination shall not affect your obligation to settle transactions commenced 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.

16. Assignment

Neither party may assign any rights or obligations under these Terms to any other person without the other party's prior written agreement.

17. Data Protection

- 17.1. We acknowledge with each other that either party may obtain information (including personal data and sensitive personal data, each as defined in the Data Protection Act 1998) about the other party. 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.
- 17.2. Each party consents to disclosure by the other party to its supervisory authorities (or any successor supervisory authority), any relevant exchange, any other regulatory body or authority or any other person to whom we may be required by Applicable Law or regulation of such information (including, without limitation, information relating to transactions and accounts) relating to services provided pursuant to these Terms as may be requested by them or that either party may otherwise be required to disclose.
- 17.3. Notwithstanding anything to the contrary, you specifically authorise that we may use, store or otherwise process any such information (whether provided electronically or otherwise) to administer these Terms and to 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 carrying out statistical and other analysis, and otherwise to market services and products to you.

- 17.4. 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 17.

- 17.5. All telephone conversations between you and us may be recorded by either of us and may, to the fullest extent permitted by law, be used in evidence.

18. Notices

- 18.1. 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.
- 18.2. With the exception of dealing instructions to us (which must be communicated in accordance with clause 6) a notice shall be deemed to have been duly given or made when it is delivered by hand, airmail, electronic mail, authenticated SWIFT or facsimile transmission to the other party at such party's address as has been designated and only when actually received in readable form.

19. Rights and Remedies

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, nor any 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.

20. Illegality

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.

21. Rights of Third Party

No person who is not a party to these Terms 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.

22. Exclusive Jurisdictions

You agree that the courts of England are to have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with these Terms.



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23. Governing Law

The provisions of these Terms shall be governed by the laws of England and Wales.

24. Definitions

- 24.1. References to any statute or statutory provision or the FCA Rules will, unless the context otherwise requires, be construed as including references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom and references to the same as it or they may have been, or may from time-to-time be, amended, modified or re-enacted. Unless the context otherwise requires, the singular includes the plural (and vice versa) and references to persons include companies and partnerships. Words and expressions defined in the FCA Rules shall have the same meaning in these Terms unless the same are expressly defined herein or unless the context otherwise requires.
- 24.2. In these Terms:
- 24.2.1. **Applicable Law** means any laws, statutes, regulations, directives, rules, directions, codes, ordinances, judgments, decrees, writs or orders enacted, adopted, issued or promulgated by any governmental body (including without limitation the FCA) or any supranational, national, state, provincial or local common law or any consent decree, stipulation or settlement agreement entered into with any governmental body (including without limitation FSMA and the FCA Rules insofar as they relate to the performance of the various obligations under these Terms);
 - 24.2.2. **Eligible Counterparty** has the meaning given in the FCA Rules;
 - 24.2.3. **FCA** means the UK Financial Conduct Authority and any replacement or substitute body;
 - 24.2.4. **FCA Rules** means the rules, guidance, directions and other provisions of the FCA Handbook or otherwise made by the FCA;
 - 24.2.5. **FSCS** means the UK Financial Services Compensation Scheme;
 - 24.2.6. **MTF** means a multilateral trading facility;
 - 24.2.7. **OTF** means an organised trading facility;
 - 24.2.8. **Professional Client** has the meaning given in the FCA Rules;
 - 24.2.9. **Retail Client** has the meaning given in the FCA Rules;



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Schedule 1

Terms applicable to dealing services (other than where Vantage only arranges the transaction)

1. Dealing

- 1.1. As provided in clause 6, we shall not be under any obligation to accept a dealing instruction from you. 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 save that nothing in this clause shall affect our rights under clause 11.2 (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). You consent to our executing your orders outside regulated markets, MTFs and OTFs. Subject to our complying with our Execution Policy, 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, which may include, for the avoidance of doubt, MTFs or OTFs.
- 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. Such aggregation may on some occasions operate to your advantage and on other occasions to your disadvantage.
- 1.7. 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.

- 1.8. Following our entering into a transaction, we shall issue or procure the issue to you of a confirmation confirming the principal terms of the transaction, including any relevant fees and charges levied to you. We shall also send you a periodic report on our services where required to by Applicable Law and taking into account the type and complexity of the financial instruments involved and the nature of the service provided to you.
- 1.9. 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 Order Execution Policy will not apply. In such instances, it is your responsibility to compare the terms offered by other persons in the market with those offered by us and to determine whether or not the terms upon which we offer to deal meet your requirements. We will not be responsible for seeking out the terms which best suit your objectives.

2. Settlement

- 2.1. 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 the usual terms for settlement of the appropriate exchange, market or clearing house where applicable and/or market convention.
- 2.2. You warrant to us that, unless otherwise agreed with you in writing, 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.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. If, in any transaction, either party delivers securities or pays money to the other party or to its order when the other party is



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obliged to pay money or deliver securities to the first party or to the first party's order at that time and, for whatever reason, the obligations are not performed simultaneously, either party shall hold on trust for the other party any such securities or money received from it until its own obligations to the other party are fully performed.

- 2.7. 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. 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 costs, liability, penalty or expense we incur arising out of your non-performance or any actions we take as a result thereof, in accordance with Clause 11.5 of these Terms.
- 2.8. Unless payments of any monies by you to us are made in the relevant currency of the transaction, 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.
- 2.9. 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.

3. Client Assets

In the normal course of business we will not hold assets belonging to you and we do not provide a safe custody service. However, if such a situation does occur we will treat any such assets in accordance with the FCA Rules.



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Schedule 2

Risk Warnings

1. General risks of investment activity

Any investment involves a degree of risk and some investments are more risky than others. Prices can fall as well as rise and there is a risk that you may lose some or all of the money that you have invested. Past performance is no indicator of future performance. Income can fluctuate and is not guaranteed. Movement of exchange rates may be favourable or unfavourable on the gain or loss otherwise accruing to the value of an asset.

2. Transferable securities

2.1. Fixed income securities

2.1.1. Fixed income securities are not required to satisfy any minimum rating standard and may include instruments that are in poor standing and that have predominantly speculative characteristics with respect to the issuer's capacity to pay interest and repay principal.

2.1.2. Fixed income securities are subject to the risk that the issuer may default on the payment of principal and/or interest. The prices of fixed income securities are inversely affected by changes in interest rates and thus are subject to the risk of market price fluctuations. In addition, changes in the credit ratings of a fixed income security or in the perceived ability of the issuer to make payments of principal and interest also may affect the security's market value.

2.2. Shares

2.2.1. A share is an instrument representing a shareholder's rights in a company. Shares may be issued in bearer or registered form and may be certificated or non-certificated. One share represents a fraction of a corporation's share capital. Dividend payments and an increase in the value of the security are both possible, although not guaranteed. The shareholder has financial and ownership rights which are determined by law and the issuing company's articles of association. Unless otherwise provided, transfers of bearer shares do not entail any formalities. However, transfers of registered shares are often subject to limitations.

2.2.2. Dealing in shares may involve risks including but not limited to the following:

(i) **Company risk:** A share purchaser does not lend funds to the company, but becomes a co-owner of the corporation. He or she thus participates in its development as well as in chances for profits and losses, which makes it difficult to forecast the precise yield on such an investment. An extreme case would be if the company went bankrupt, thereby wiping out the total sums invested.

(ii) **Price risk:** Share prices may undergo unforeseeable price fluctuations causing risks of loss. Price increases and decreases in the short, medium and long-term alternate without it being possible to determine the duration of those cycles. General market risk must be distinguished from the

specific risk attached to the company itself. Both risks, jointly or in aggregate, influence share prices.

(iii) **Dividend risk:** The dividend per share mainly depends on the issuing company's earnings and on its dividend policy. In case of low profits or losses, dividend payments may be reduced or not made at all.

2.3. Bonds

2.3.1. Bonds are negotiable debt instruments issued in bearer or registered form by a company or a government body to creditors and whose par value at issuance represents a fraction of the total amount of the debt. The duration of the debt as well as the terms and conditions of repayment are determined in advance. Unless stipulated otherwise, the bond is repaid either at the maturity date, or by means of annual payments, or at different rates determined by drawing lots. The interest payments on bonds may be either (i) fixed for the entire duration or (ii) variable and often linked to reference rates (e.g. EURIBOR or LIBOR). The purchaser of a bond (the creditor) has a claim against the issuer (the debtor).

2.3.2. Dealing in bonds may involve risks including but not limited to the following:

(i) **Insolvency risk:** The issuer may become temporarily or permanently insolvent, resulting in its incapacity to repay the interest or redeem the duration of the loan and the lower the interest rate, the higher a bond's sensitivity to a rise in the market rates.

(ii) **Credit risk:** The value of a bond will fall in the event of a default or reduced credit rating of the issuer. Generally, the higher the relative rate of interest (that is, relative to the interest rate on a risk-free security of similar maturity and interest rate structure), the higher the perceived credit risk of the issuer.

(iii) **Early redemption risk:** The issuer of a bond may include a provision allowing early redemption of the bond if market interest rates fall. Such early redemption may result in a change to the expected yield.

(iv) **Risks specific to bonds redeemable by drawing:** Bonds redeemable by drawing have a maturity that is difficult to determine, so unexpected changes in the yield on these bonds may occur.

(v) **Risks specific to certain types of bond:** Additional risks may be associated with certain types of bond, for example floating rate notes, reverse floating rate notes, zero coupon bonds, foreign currency bonds, convertible bonds, reverse convertible notes, indexed bonds, and subordinated bonds. For such bonds, you are advised to make inquiries about the risks referred to in the issuance prospectus and not to purchase such securities before being certain that all risks are fully understood. In the case of subordinated bonds, you are advised to enquire about the ranking of the debenture compared to the issuer's other debentures. Indeed, if the



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issuer becomes bankrupt, those bonds will only be redeemed after repayment of all higher ranked creditors and as such there is a risk that you will not be reimbursed. In the case of reverse convertible notes, there is a risk that you will not be entirely reimbursed, but will receive only an amount equivalent to the underlying securities at maturity.

2.4. Penny Shares

2.4.1. There is an extra risk of losing money when shares are bought in some smaller companies including penny shares. There is a big difference between the buying price and the selling price of these shares. If they have to be sold immediately, you may get back much less than you paid for them. The price may change quickly and it may go down as well as up.

2.4.2. You may have difficulty selling some Investments at a reasonable price and, in some circumstances; Investments may be difficult to sell at any price. In relation to some investments, there may be only one market maker.

3. Money market instruments

Money market instruments are affected by particular risks such as credit risk, the risk of changes in interest rates, inflation risk, liquidity risk, fiscal/monetary risks and other specific risks associated with money market instruments.

4. Options, futures, swaps, forward rate agreements and other derivative contracts

This notice is provided to you, as a Professional Client, in compliance with the rules of the FCA. This notice cannot disclose all the risks and other significant aspects of warrants. You should not deal in these products unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the product is suitable for you in the light of your circumstances and financial position. Certain strategies, such as a 'spread' position or a 'straddle', may be as risky as a simple 'long' or 'short' position.

Although warrants and/or derivative instruments can be utilised for the management of investment risk, some of these products are unsuitable for many investors. Different instruments involve different levels of exposure to risk and in deciding whether to trade in such instruments you should be aware of the following points.

5. Warrants

A warrant is a time-limited right to subscribe for shares, debentures, loan stock or government securities and is exercisable against the original issuer of the underlying securities. A relatively small movement in the price of the underlying security results in a disproportionately large movement, unfavourable or favourable, in the price of the warrant. The prices of warrants can therefore be volatile.

It is essential for anyone who is considering purchasing warrants to understand that the right to subscribe which a warrant confers is invariably limited in time with the consequence that if

the investor fails to exercise this right within the predetermined time-scale then the investment becomes worthless.

You should not buy a warrant unless you are prepared to sustain a total loss of the money you have invested plus any commission or other transaction charges.

6. Off-exchange warrant transactions

Transactions in off-exchange warrants may involve greater risk than dealing in exchange traded warrants because there is no exchange market through which to liquidate your position, or to assess the value of the warrant or the exposure to risk. Bid and offer prices need not be quoted, and even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what is a fair price.

Your firm must make it clear to you if you are entering into an off-exchange transaction and advise you of any risks involved.

7. Commissions

Before you begin to trade, you should obtain details of all commissions and other charges for which you will be liable. If any charges are not expressed in money terms (but, for example, as a percentage of contract value), you should obtain a clear and written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms. In the case of futures, when commission is charged as a percentage, it will normally be as a percentage of the total contract value, and not simply as a percentage of your initial payment.

8. Suspensions of trading

Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted. Placing a stop-loss order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.

9. Clearing house protections

On many exchanges, the performance of a transaction by your firm (or third party with whom he is dealing on your behalf) is 'guaranteed' by the exchange or clearing house. However, this guarantee is unlikely in most circumstances to cover you, the customer, and may not protect you if your firm or another party defaults on its obligations to you. On request, Vantage will explain any protection provided to you under the clearing guarantee applicable to any on-exchange derivatives in which you are dealing. There is no clearing house for traditional options, nor normally for off-exchange instruments which are not traded under the rules of a recognised or designated investment exchange.

10. Insolvency

Vantage's insolvency or default, or that of any other brokers involved with your transaction, may lead to positions being liquidated or closed out without your consent. In certain



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circumstances, you may not get back the actual assets which you lodged as collateral and you may have to accept any available payments in cash. On request, your firm must provide an explanation of the extent to which it will accept liability for any insolvency of, or default by, other firms involved with your transactions.

11. Commodities

Investments in commodities may expose investors to risks not typical of other investments. Companies associated with commodities and the funds invested in them may have assets in less developed countries which have political, legal and social systems that are less stable than those found in developed countries or markets. The assets of the companies, the commodities and derivatives associated with them may be subject to or affected by conditions such as drought, flood, weather, disease, trade embargo, war or political unrest etc which may substantially affect their value.

12. Derivative instruments for the transfer of credit risk

12.1. A derivative instrument for the transfer of credit risk is a contract in which a protection buyer pays a premium, periodic or upfront to the protection seller, in exchange for a protection against a credit event experienced by a reference entity.

12.2. A derivative instrument for the transfer of credit risk contract does not eliminate fully the credit risk, it decreases exposure to the reference entity credit risk and takes new exposure to the seller of the contract. If there is a high correlation between the default risk of the reference entity and the seller, this credit protection becomes less valuable. Finally, if the protection seller fails to pay then the protection becomes worthless.

13. Financial contracts for differences

The value of an investment in a contract for difference may be affected by a variety of factors, including but not limited to, price volatility, market volume, foreign exchange rates and liquidity. A contract for difference is a short term trading tool and commission is charged on the leveraged amount (not the deposit) and therefore costs can build up when frequently traded. You should evaluate potential losses against affordability.

14. Emerging Markets

14.1. Investments in emerging markets may expose investors to risks not typically associated with similar investments in more developed markets. The classification of a country as an 'emerging market' is generally based on the relative economic, political and social development and is by necessity subjective. Some of the risks associated with emerging markets are similar to those affecting more developed economies but the undeveloped nature of an emerging economy may mean they are more pronounced or have a longer and deeper effect.

14.2. Country risk covers such factors as natural disasters which may have a greater effect on the economy and financial systems of an emerging market. The less well developed financial systems may mean that financial instability is more common and may be more exaggerated both by internal factors such as inflation or

external factors such as changes in currency values. Many emerging markets experience rapid and significant changes in political control which may result in unpredictable changes of economic policy. Settlement, custodial and clearing systems may not be fully developed and investors may be subject to political intervention or risks arising from less developed systems and standards.

14.3. Emerging companies may not be as economically stable as companies in more developed countries and as well as being potentially subject to political intervention may have increased risk in terms of failure to meet their obligations.

15. Stabilisation risk warning notice

15.1. Vantage or its representatives may, from time to time, recommend transactions in securities to you, or carry out such transactions on your behalf, where the price may have been influenced by measures taken to stabilise it.

15.2. You should read the explanation below carefully. This is designed to help you judge whether you wish your funds to be invested at all in such securities and, if you do, whether you wish:

- (a) to be consulted before Vantage carries out any such transaction on your behalf; or
- (b) to authorise Vantage to carry out any such transaction on your behalf without first having to consult you.

15.3. What is stabilisation?

Stabilisation enables the market price of a security to be maintained artificially during the period when a new issue of securities is sold to the public. Stabilisation may affect not only the price of the new issue but also the price of other securities relating to it.

The FCA allows stabilisation in order to help counter the fact that, when a new issue comes onto the market for the first time, the price can sometimes drop for a time before buyers are found.

Stabilisation is being carried out by a 'stabilisation manager' (normally the firm chiefly responsible for bringing a new issue to market). As long as the stabilising manager follows a strict set of rules, he is entitled to buy back securities that were previously sold to investors or allotted to institutions which have decided not to keep them. The effect of this may be to keep the price at a higher level than it would otherwise be during the period of stabilisation.

15.4. The Stabilisation Rules:

- (a) limit the period when a stabilising manager may stabilise a new issue;
- (b) fix the price at which he may stabilise (in the case of shares and warrants but not bonds); and
- (c) require him to disclose that he may be stabilising but not that he is actually doing so.



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The fact that a new issue or a related security is being stabilised should not be taken as any indication of the level of interest from investors, nor of the price at which they are prepared to buy the securities.



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Schedule 3

Financial investments in respect of which we provide our services

1. Transferable securities;
2. Money market instruments;
3. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates and yields or other derivative instruments, financial indices or financial measures which may be settled physically or in cash;
4. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that may be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of default or other terminal event);
5. Options, futures, swaps and any other derivative contract relating to commodities that can be physically settled provided they are traded on a regulated market, an MTF and/or an OTF;
6. Options, futures, swaps, forwards and any other derivative contract relating to commodities that can be physically settled not otherwise mentioned in 5 and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to margin calls;
7. Derivative instruments for the transfer of credit risk;
8. Financial contracts for differences; and
9. Options, futures, swaps, forward rate agreements and other derivative contracts relating to climatic variables, emission allowances or inflation rates or other economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of default or other terminal event), as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Schedule 3, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls. We may also provide other services as agreed between us from time to time.

Types of client classification and the differences in FCA protections

1. Professional Client

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) Certain rules relating to direct offer financial promotions to clients or potential clients regarding information disclosure (COBS 4.7).
- (b) In assessing the suitability or appropriateness of any transaction or investment it will be assumed that a Professional Client has sufficient knowledge and expertise to understand the risks associated with that investment and, in some circumstances in relation to the assessment of suitability, that a Professional Client has sufficient financial resources to bear the risk associated with such transaction or investment (COBS 9A and 10A).
- (c) You will also lose the right to complain to the Financial Ombudsman Service.

2. Eligible Counterparty

Where we treat you as an Eligible Counterparty, you will lose additional protections under FCA Rules. In particular:

- (a) The requirement for us to act in your best interests (COBS 2.1).
- (b) The prohibitions on the payment and receipt by us of inducements except in certain circumstances (COBS 2.3).
- (c) Certain rules relating to communications with clients generally (including financial promotions), including the specific rules relating to past performance information in such communications and the rules on cold calling (COBS 4).
- (d) Information about costs and charges of different services or products (COBS 6.1ZA.2.12R).
- (e) Rules regarding information necessary for the identification of the compensation scheme or any other investor-compensation scheme of which the firm is a member (COBS 6.1ZA.2.18R).
- (f) The requirement for us to undertake any assessment of appropriateness in relation to any services not involving investment advice or discretionary portfolio management (COBS 10A).
- (g) The requirement for us to provide best execution (or arrange for best execution) of any orders placed on your behalf (COBS 11.2A).
- (h) The rules relating to aggregation and allocation of client orders (COBS 11.3).
- (i) The rules relating to the labelling on non-independent investment research (COBS 12.2.18EU).

Schedule 4



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- (j) The requirement to provide information on the nature and risks of designated investments (COBS 14.3).

- (k) The rules relating to the provision of reports, confirmations and statements relating the services provided by the Bank (COBS 16).