

Version	Effective Date	Sections Changed	Summary Changes	Owner
V2.2	12 May 2021	Original	None	CCO
V2.3	June 2022	Definitions	Removal of FSMA	CCO

iSwap Euro B.V.

Terms and Conditions of Business

For more information see <https://regulatory.tpicap.com/icap/uk/iswapmtf>

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PART ONE – DEFINITIONS

1. DEFINED TERMS

Act shall mean the U.S. Commodity Exchange Act as amended from time to time.

Affiliate shall mean, in respect of any party, persons who control, are controlled by, or are under common control with such party.

AFM means the Dutch Authority for the Financial Markets (*Autoriteit Financiële Markten*).

Applicable Regulations means:

- (i) all applicable laws, rules, regulations, instruments and provisions in force from time to time, including the DFSA, the Act and any applicable underlying rules and regulations;
- (ii) the rules of a relevant market; and
- (iii) rules, principles and codes of practice of any regulatory authority to which the parties are subject.

Services means any services, including any Trading Venue Services, that we may now or in the future agree to make available to you under these Terms any other service as agreed between us from time to time.

Client Categorisation Notice has the meaning given to it in Clause 4.

Commission means the U.S. Commodity Futures Trading Commission or CFTC.

DFSA means the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) as amended, supplemented or re-adopted from time to time.

Electronic Services means any Services, and licences to such Services, that we or any of our Affiliates may now or in the future agree to make available to you through electronic means, either directly or through a third party service provider, including without limitation the various websites owned and operated by us (or our Affiliates) and any maintenance services in relation to equipment provided under these Terms.

EU Trading Venue means a regulated market, multilateral trading facility and/or organised trading facility as defined under MiFID II.

Eligible Contract Participant has the meaning given to it in the Act

Eligible Counterparty has the meaning given to it in the Applicable Regulations.

Event of Default means any of the events specified in Clause 8.

Execution Venue means an EU Trading Venue, systematic internaliser, market maker or other liquidity provider as defined under MiFID II.

Financial Instrument has the meaning given to it in the Applicable Regulations.

Information has the meaning given to it in Clause 11.1

Infrastructure means any central counterparty, settlement system, trading venue or trade repository.

Intellectual Property Rights means all right, title and interest in and to (i) trademarks, service marks, brand names and other indications of origin and the goodwill associated with the foregoing; (ii) inventions, patents, trade secrets, know-how, processes and systems; (iii) copyright and database rights; and (iv) any other intellectual property or similar proprietary rights in any jurisdiction, in each case whether registrable or not.

iSwap Euro B.V. (iSwap Euro) is a member of the ICAP Group, and is incorporated in the Netherlands (company number: 72364610) with its registered office at Vijzelstraat 68 unit 109,1017HL, Amsterdam, the Netherlands including any of its branches.

Market Abuse Regulation means the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC, together with ancillary legislation, rules and binding technical standards.

MiFID II means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, together with ancillary legislation, rules and binding technical standards.

MiFIR means Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012, together with ancillary legislation, rules and binding technical standards.

Multilateral Trading Facility or **MTF** has the meaning set out in Article 4(1)(22) of MiFID II.

Participant Information has the meaning given to it in Clause 11.5.

Professional Client has the meaning given to it in the Applicable Regulations.

Rulebook means the relevant rulebook(s) or system protocol(s) of the MTF operated by us, inclusive of any applicable market notice, operational procedures of other information amending or supplementing the applicable rulebook(s) or system protocol(s) from time to time, which may apply to the Services and/or Electronic Services provided to you. The Rulebook(s) form part of the contractual arrangements which applicable Services provided to you and are incorporated by reference into these Terms.

System means the various electronic trading platforms owned and operated by us, including in our capacity as an operator of an MTF, which includes various proprietary and third party software, firmware, hardware, keypads and supporting documentation (each trading platform and its components a “**System**”) throughout the world. Reference to “**System**” in these Terms shall be deemed to refer to any relevant System to which you have been granted access pursuant to these Terms.

Terms means these terms of business between us and you, and any applicable cover letter, supplements, schedules, notices, agreements, guidelines, modifications or amendments thereto including, without limitation, any applicable Rulebook and any other document that we may require to be executed by you in order to provide you with our Services or to access the System.

TP ICAP Group Company means any company of the TP ICAP group, the ultimate holding company of

which is TP ICAP plc.

Trading Venue Services means any services provided to you in our capacity acting as an operator of the MTF, including access to any System, which we may now or in the future agree to make available to you under these Terms.

User means any authorized users of the System in accordance with the Rulebook, including yourself.

PART TWO – GENERAL TERMS AND CONDITIONS

2. APPLICATION AND SCOPE

- 2.1 These Terms define the basis on which iSwap Euro will provide you with the Services and shall apply when iSwap Euro provides a Service to you.
- 2.2 In the event of any inconsistency between the provisions of the Rulebook and these Terms, the terms of the Rulebook shall prevail to the extent of the conflict.
- 2.3 The Services that we provide you pursuant to these Terms are subject to Applicable Regulations so that:
- (i) if there is a conflict between these Terms and any Applicable Regulations, the latter will apply;
 - (ii) nothing in these Terms shall exclude or restrict any duty or liability which we may have to you under the Applicable Regulations;
 - (iii) we may take or omit to take any action which we consider necessary to ensure compliance with any Applicable Regulations and that we are not required to do anything which would in our opinion infringe any such Applicable Regulation;
 - (iv) all Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you;
 - (v) such actions that we take or fail to take for the purpose of compliance with any Applicable Regulations shall not render us or any of our directors, officers, employees or agents liable;
 - (vi) iSwap Euro does not owe you any fiduciary duty or any similar obligation (unless otherwise agreed with you in writing); and
 - (vii) you agree to comply with all Applicable Regulations.
- 2.4 These Terms create a contractual relationship between you and us and are legally binding. These Terms will take effect when you first undertake business with us after having received them and you will be deemed to accept and consent to these Terms for as long as we are providing a Service to you.
- 2.5 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.
- 2.6 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.

3. COMMUNICATIONS

- 3.1 Communications in relation to these Terms and the Services under it may be in writing (including fax), by email or other electronic means, or orally (including by telephone). Except where otherwise agreed, the language of communication shall be English, and you will receive documents and other information from us in English.
- 3.2 Any information provided to you in relation to these Terms will be for your information only and is not in any way to be relied upon as financial or investment advice as to the suitability of placing an order or submitting a trading interest or entering into any transaction.

4. CLIENT CATEGORISATION

- 4.1 For the purpose of the Applicable Regulations and based on the information available to us, we have categorised you as either a **'Professional Client'** or an **'Eligible Counterparty'** and will have notified you of this in a separate notice (the **Client Categorisation Notice**). You shall notify us immediately if, at any point, you cease to fall, within such definition and you are responsible for notifying us of any change that could affect your categorisation. In any case you will also be classified as an **Eligible Contract Participant**.
- 4.2 You are entitled to request a different client categorisation. If you request categorisation as an Eligible Counterparty and we agree to such categorisation, you will lose the protection afforded by certain of the provisions of the Applicable Regulations.
- 4.3 If you request categorisation as a retail client we will not be able to deal with you.
- 4.4 Until we receive any request from you pursuant to Clause 4.2, we shall deal with you on the basis of our original categorisation as set out in the Client Categorisation Notice.
- 4.5 We shall treat you alone as our client for the purposes of the Applicable Regulations 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.

5. FEES/CHARGES

- 5.1 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 or as otherwise notified to you, verbally or in writing in good time prior to dealing. Any alteration to these charges will be notified to you at or before the time of the change. Details of all relevant charges (including any access or installation charges for Electronic Services) will be separately notified to you. Without prejudice to these obligations, you agree to the fullest extent permissible under Applicable Regulations to a limited application of the detailed information requirements on costs and associated charges and consent to us providing you information under this Clause 5.1 on such basis.
- 5.2 Where required by Applicable Regulations, the information under Clause 5.1 will provide for separate evidence of costs and charges where a Service is packaged with another service or product or is provided as a condition for the same agreement or package.
- 5.3 Unless otherwise agreed in writing, you will be responsible for the payment of any clearing fees,

exchange house 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.

- 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. REPRESENTATION, WARRANTIES AND UNDERTAKINGS

- 6.1 You represent, warrant and undertake to us at the date of these Terms and on a continuing basis that:
- (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 provide Services to you, including to execute any transaction and to perform all your obligations hereunder;
 - (ii) you have obtained any legal, accounting, financial or tax advice you may need in determining whether any Service or Financial Instruments is suitable for your needs;
 - (iii) you have adequate resources to enter into and perform any such transaction which you decide to undertake;
 - (iv) 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;
 - (v) by entering into these Terms and any transactions hereunder, you will not violate any applicable laws or regulations or any agreement or rule by which you are bound or by which any of your assets are affected;
 - (vi) 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;
 - (vii) 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;
 - (viii) your use of the System will be in compliance with all applicable laws, rules and regulations and accepted trading rules, market/System customs and conventions and the Rulebook;
 - (ix) each transaction you enter into is based on your own independent judgement and not on any recommendation or advice provided by us or the System;
 - (x) you will have full responsibility for payment and collection of all taxes, costs and registrations fees incurred by or in connection with the Services provided by us to you;
 - (xi) you acknowledge full understanding of and compliance at all times with the laws, rules and regulations that apply, including the Rulebook; and no Event of Default with respect to you has occurred and is continuing and no such events or circumstance will occur as

a result of entering into and performing obligations under these Terms.

- 6.2 You shall provide us with such information as we require in relation to these Terms, including all information required to comply with all Applicable Regulations, including 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.
- 6.3 When making a decision to deal in Financial Instruments, 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.
- 6.4 We represent and warrant that we have and will continue to have any applicable licences, authorisations, permits, consents and approvals required by the regulatory authorities to operate the System and perform its obligations hereunder and that we own or are licensed all Intellectual Property Rights in or to the System.
- 6.5 The representation and warranty contained in Clause 6.4 shall not apply in respect of liability that arises as a result of any modifications to the System without our prior written consent, use of the System in combination with any software, hardware or other materials not provided or authorised by us or information, technology or materials provided by you.

7. CONFLICT OF INTERESTS

- 7.1 Situations can arise where our interests, or those of our staff, conflict with your interests or where your interests compete with those of our other clients. In accordance with the Applicable Regulations and our own Conflicts of Interest Management Policy (available on request or on our website <https://regulatory.tpicap.com/icap/uk/iswapmtf>), we have in place arrangements to manage conflicts of interest that arise between ourselves, or those of our staff, and our clients and between our different clients and therefore ensure that risks of damage to your interests will be prevented.
- 7.2 Where we do not consider that the arrangements under our Conflicts of Interest Management Policy are sufficient to ensure with reasonable confidence that risks adversely affecting your interests will be prevented, we will inform you of the nature of the conflict and the steps taken to mitigate those risks so that you can decide how to proceed.
- 7.3 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. RIGHTS OF SET OFF AND RETENTION OF YOUR FUNDS

- 8.1 We shall be entitled at any time to retain or make deductions from or set off amounts which we (or any other TP ICAP 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 TP ICAP 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;
- (iii) any interest payable to us; and
- (iv) payments to us pursuant to any indemnity.

8.2 Until you have paid or discharged in full all monies and liabilities owed to us (or any other TP ICAP Group Company) any monies from time to time outstanding to the credit of any of your accounts with us (or any other TP ICAP Group Company) shall not be due and payable although we may in our reasonable discretion make payments to you from such accounts, or otherwise exercise our rights of set off and/or combination and/or consolidation.

8.3 Where you are acting under these Terms as agent on behalf of one or more Underlying Clients, we will be entitled to exercise our rights under this Clause 9 to set off the assets or retain funds from one of your Underlying Clients only against the debts owed by that particular Underlying Client and any reference to 'you' in this Clause 9 will be replaced by a reference to 'the Underlying Client'.

9. EVENTS OF DEFAULT

9.1 An Event of Default is deemed to have occurred if any of the following happens:

- (i) you fail to make any payment due to us or any other TP ICAP Group Company or to deliver any securities due to us or any other TP ICAP Group Company (or to our agents); or
- (ii) you fail to perform any other obligation owed to us or any other TP ICAP Group Company under these Terms; or
- (iii) any representation or warranty you make to us or any other TP ICAP Group Company proves false or misleading either under these Terms or under any other agreement between you and us or any other TP ICAP Group Company; 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) the occurrence of an event of default, termination event or other similar event (however so described) under any these Terms or any other agreement entered into between us and you.

9.2 Following the occurrence of an Event of Default, 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:

- (i) to treat any or all outstanding transactions between you and us or any other TP ICAP Group Company as having been cancelled or terminated;
- (ii) to sell any or all of the investments or other property which we or any other TP ICAP Group Company 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 TP ICAP Group Company or our associated companies (including any contingent or prospective liability);

- (iii) to set off (as described in Clause 8) any obligation we or any other TP ICAP Group Company owe to you, and/or to apply any cash any other TP ICAP Group Company hold for your account, against any obligation or liability you may have to us or any other TP ICAP Group Company (including any contingent or prospective liability);
- (iv) 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 or any other TP ICAP Group Company consider necessary or appropriate to cover, reduce or eliminate our or the other TP ICAP Group Company's loss or liability under or in respect of any contracts, positions or commitments; or
- (v) to terminate these Terms.

10. LIABILITY

- 10.1 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.
- 10.2 Neither we nor our directors, officers, employees, agents nor any other TP ICAP 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 gross negligence or wilful default, or fraud, or any failure to comply with the Applicable Regulations.
- 10.3 Neither we nor our directors, officers, employees, agents nor any other TP ICAP Group Company 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 or negligence in the selection of such agents or third parties on the part of us or our directors, officers, employees, agents or any other TP ICAP Group Company.
- 10.4 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 Applicable Regulations;
 - (ii) exclude or restrict any liability we may have in relation to the death or personal injury of any person caused by our negligence or for fraudulent misstatement; or
 - (iii) exclude or restrict to an extent prohibited by law any duty or liability we may have to you.
- 10.5 Neither we, nor any member of the TP ICAP group nor our software providers, agents or subcontractors shall be liable to you for any loss of profit, data, business or goodwill or for any indirect or consequential loss or damage arising in connection with the System or these Terms (in each case whether arising from gross negligence, breach of contract, indemnity or otherwise) even if we have been notified of the possibility of that damage or loss.

- 10.6 Neither we nor any member of the TP ICAP group nor our software providers, agents or subcontractors shall be liable for:
- (i) the capacity, reliability, availability, accuracy or performance of the System or the acts or omissions of other Users;
 - (ii) the commercial advisability of any order, revocation (of an order) or transaction;
 - (iii) the reliability or accuracy of any information supplied by any party to the agreement in relation to any order, revocation or transaction;
 - (iv) any other obligation or liability arising in relation to an order, revocation or transaction;
 - (v) for the capacity, reliability or performance of you or any other User with regard to any order, revocation or transaction.
- 10.7 You warrant and represent to us that you accept that the restrictions on our liability, the liability of other members of the TP ICAP group, our software providers, agents and subcontractors as set out in these Terms are reasonable in all circumstances.

11. INDEMNITY

- 11.1 We shall defend, indemnify and hold you (including your officers, directors, employees and agents) harmless from and against all losses, liabilities, claims and damages (collectively, **Losses**), as a result of any third-party claim or proceeding of any nature (**Proceeding**) against you determining that the System, or the use thereof by you (or your officers, directors, employees and agents) as authorised hereunder, violates any Intellectual Property Rights of any third party provided that such Losses do not result from (i) any fraud, negligence or wilful misconduct on your (or your officers', directors', employees' and agents') part; (ii) violation of applicable laws and regulations by you (or your officers, directors, employees and agents); (iii) any breach by you of these Terms; or any misuse of any Service or System by you.
- 11.2 You irrevocably and unconditionally agree to indemnify us, our directors, officers, employees, agents and any other TP ICAP Group Company on demand and keep us fully and effectively indemnified (whether before or after termination of these Terms) against:
- (i) 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; and
 - (ii) from and against any Losses to which we may become subject, insofar as such Losses arise out of or in connection with, or are based upon any Proceeding against us that arises out of or relates to (i) any access, use, or misuse of the System by you or by any person accessing the System using your access details; or (ii) your failure to settle or otherwise perform or comply with the terms of any transaction.
- 11.3 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 contravention by us of the Applicable Regulations.
- 11.4 If a Proceeding is commenced against a party entitled to indemnification under this Clause 11 (**Indemnified Party**), notice shall be given to the party obligated to provide such indemnification (**Indemnifying Party**) as soon as reasonably practicable. The Indemnifying Party shall be entitled to take control of the Proceeding and any settlement of it and the

Indemnified Party shall give the Indemnifying Party, at the Indemnifying Party's reasonable cost, all reasonable assistance in relation to the Proceeding

12. INTELLECTUAL PROPERTY

- 12.1 All existing and future Intellectual Property Rights in and to (i) a System; and (ii) any data (including without limitation bids, offers, prices and volumes of transactions, but excluding personal data or Participant Information as defined below), analytics, research or other information you become a party to (collectively the **Information**) are owned by, or licensed to, us and you agree such Intellectual Property Rights shall remain vested exclusively in us and/or our licensors (other than yourself) and/or their respective successors both during and after the term of these Terms. Any goodwill generated through the Services provided to you shall inure solely for the benefit of us and/or our licensors (other than yourself) and/or their respective successors.
- 12.2 iSwap Euro hereby grants to you, subject to the restrictions set out in this Clause 12 and you paying the charges for the Services, with the effect from the effective date of these Terms, a non-exclusive, non-transferable, unencumberable, non-sublicensable right to use the Intellectual Property Rights in the System and the Information.
- 12.3 You acknowledge that the Intellectual Property Rights in the System and the Information are a valuable asset and trade secrets of ours and/or our licensors (other than yourself) and/or their respective successors and you shall protect and safeguard the Intellectual Property Rights in and to the System and the Information by using the same degree of care that you generally use to protect your own Intellectual Property Rights, business assets and confidential information, but in any event with no less than a reasonable degree of care.
- 12.4 You shall promptly notify us upon becoming aware of any infringement or misappropriation of any Intellectual Property Rights of iSwap Euro or its licensors. You shall comply with all reasonable requests made by us (at our reasonable expense) to protect and enforce the Intellectual Property Rights of iSwap Euro or its licensors in the System and the Information. You shall have no authority whatsoever to enter into any negotiations with the purpose of settling such claims and refrain from making any admission, statement or doing any acts which might invalidate or affect (the interest pertaining to) the Intellectual Property Rights in the System and the Information.
- 12.5 Insofar any data or information provided by you to us is not owned by us on the basis of Clause 12.1, you acknowledge and agree that we shall be permitted, and you grant us a non-exclusive, perpetual, transferable, world-wide and royalty-free licence (without warranties of any kind, express or implied), to use, distribute, sub-licence, disclose and sell for the benefit of the TP ICAP Group any data, excluding personal data, provided by yourself (including via submission to the System) and all price, volume and other information regarding Participant's transactions (collectively Participant Information) provided that except as otherwise permitted hereunder, we may disclose **Participant Information** on an aggregated basis only and without directly or indirectly identifying you as the specific source of such information (it being understood and agreed that we may disclose to any person the list of our clients (including the Users of any System) (from time to time). Subject to the foregoing licence, between us, you retain all ownership and other rights with respect to the Participant Information.
- 12.6 You shall not sell, lease, license, transfer, provide or otherwise make available to any third party any form of access to or use of (i) the System; or (ii) to any of the Information. You shall permit access to the Information only by Users for the sole purposes of entering into transactions via the

System or performing related support functions.

- 12.7 You agree that you shall not alter, enhance, make derivative works of, download to computer, decompile, disassemble or reverse engineer all or any part of the System or the Information except solely to the extent (i) expressly required by applicable law or permitted by these Terms; or (ii) necessary in direct connection with transaction-related support functions.
- 12.8 You agree not to remove or alter any indication concerning copyrights, trademarks, trade names or other Intellectual Property Rights in the System and Information, including information concerning the confidential nature and secrecy.
- 12.9 You acknowledge and agree that (1) any Information you receive from us and (2) the Intellectual Property Rights in the System and the Information are to be used by you solely for the purpose of trading. If at any time you wish to use this for any other purpose, you must seek our express consent and obtain a specific licence from us to do so.

13. COMPLAINTS

- 13.1 In relation to business conducted with us, we have internal procedures for handling complaints fairly and promptly. If you have a complaint about us you should raise it in the first instance with your contact at iSwap Euro. We will endeavour to resolve it informally.
- 13.2 If you wish to make a formal complaint this should be made in writing and addressed to the Head of Compliance EMEA at iSwap Euro's registered address set out in Part One under the definition of "iSwap Euro".
- 13.3 Your formal complaint will then be investigated internally in accordance with the compliance manual (available on request) by employees who were not involved with the subject matter of your complaint and have been trained in complaints handling. Further details of the complaints-handling process, including information about our complaints management policy and when and how you may be able to refer your complaint to the Financial Ombudsman Service, will be provided to you on request or otherwise when acknowledging your complaint.

14. FORCE MAJEURE

- 14.1 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.

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 the MTF or third country equivalent or Infrastructure.
- 15.2 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 the competent Dutch regulator or overseas regulator.

17. SUPPLY OF DATA

- 17.1 If you, through whatever medium, receive non-live pricing data or other information about pricing (the **Data**) from us and/or our Affiliates which you use for the purpose of trading, for revaluation, mark-to-market revaluation or any other similar purpose, you will be receiving the Data subject to the following conditions, regardless of your regulatory classification:
- (i) we shall send or make available the Data to you and/or your Affiliates by such method(s) from time to time and at such times as we in our sole discretion decide or as we from time to time otherwise agree with you and/or your Affiliates;
 - (ii) you acknowledge that the Data is for use by Eligible Counterparties and Professional Clients only and it is not intended for Retail Clients as defined in the Applicable Regulations;
 - (iii) save as provided in (ix) below, you undertake to keep the Data confidential and not to disclose the Data or any part of it to any person (and 'person' shall include without limitation any individual, partnership, company or corporation), except that you may disclose the Data to your officers and employees and those of your Affiliates as applicable provided in each case that (i) use of the Data is for the purpose of trading only (ii) you inform them of the confidential nature of the Data; and (iii) you procure that they comply with these Terms as if they were a party to these Terms;
 - (iv) you and your Affiliates undertake not to use the Data or permit or suffer the same to be used for any purpose other than your or your Affiliates' internal use for the purpose of trading. You undertake not to, and shall procure that your Affiliates shall not, re-distribute the Data to parts of your business not receiving Services, sell, transfer or sub-licence the Data to any third party or permit or suffer the same to be sold, transferred or sub-licensed;
 - (v) you undertake not to, and shall procure that your Affiliates shall not, disclose to any person the fact that we are supplying the Data to you and/or your Affiliates without our prior written consent;
 - (vi) you agree that the Data belongs to, and is the intellectual property of, us, our Affiliates and/or our and their respective licensors and that any Data you receive from us is to be used by you solely for the purpose of trading. If at any time you wish to use this Data for any other purpose, you must seek our express consent and obtain a specific licence from us to do so;
 - (vii) you acknowledge that the Data is not intended to be relied upon as authoritative or taken in substitution for the exercise of judgement and that it is not, and should not

be construed as, an offer, bid or solicitation in relation to any financial instrument. You further acknowledge that the Data is obtained from sources believed to be reliable and may also be based on opinions, estimates, projections and extrapolations constituting our judgement (including that of our relevant Affiliates and/or their respective licensors). We and our Affiliates do not guarantee, and expressly disclaim any liability for, and make no representations or warranties, whether express or implied, as to the Data's currency, accuracy, timeliness, completeness or fitness for any particular purpose. We and our Affiliates accept no liability whatsoever for any loss (including, but not limited to, any direct, indirect or consequential loss, whether or not such loss is foreseeable and whether or not we have been appraised of the use to which the Data will be put) howsoever arising from the Data's use, the timeliness or its delivery or its failure to be delivered at all;

- (viii) you agree that damages would not be adequate remedy for any breach of these Terms and that we may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of these Terms. We and each of our relevant Affiliates shall be entitled to enforce these Terms against you and/or your Affiliates;
- (ix) your obligations under paragraph (iii) (and those of your Affiliates) shall not apply to the extent that disclosure of the Data is required to be made as a result of a subpoena, requirement or official request from any competent judicial, administrative, legislative or regulatory or self-regulatory authority or body; provided, however, that unless prohibited by court order you shall provide advance notice to us of the intended disclosure of the Data in order to allow us an opportunity to object to the disclosure of the Data; and
- (x) for the purpose of this Clause 17, 'you' shall include a reference to yourself as well as all or any of your Affiliates who directly or indirectly receive Data from time to time (on whose behalf you shall be deemed to contract).

17.2 Notwithstanding the foregoing, any end of day order recap files made available to you as part of Trading Venue Services may be provided to a Regulator or to an Approved Reporting Mechanism acting on your behalf to provide such information to the applicable Regulator.

18. CONFIDENTIALITY

18.1 Each party shall keep confidential all Confidential Information (as defined below) of the other party or the other party's Affiliates both during the term and after termination of these Terms. Each party may disclose Confidential Information to its professional advisers but otherwise may only disclose Confidential Information to those of its and its Affiliates' employees and representatives who need to know such Confidential Information for the purposes of exercising or performing the rights and obligations under these Terms and have been informed of the confidential nature of the Confidential Information divulged. No party will disclose Confidential Information to any third party except as otherwise permitted in these Terms.

18.2 For the purposes of this Clause 18, '**Confidential Information**' shall mean all non-public information that is stated to be or that can reasonably expected to be of a confidential or trade secret nature in any form obtained by a party from the other party in the performance of these Terms including, but not limited to, any processes, financial information or data, proprietary data, information or documents and these Terms, all information regarding the System and the fees or commissions payable by the Participant hereunder save to the extent that such information:

- (i) is already in the public domain at the time of disclosure or subsequently enters the public domain other than by a breach of any obligation of confidentiality;
- (ii) is received by a party from a third party which is under no confidentiality obligation in respect of that information;
- (iii) is independently developed by the receiving party without the use of the other party's Confidential Information; or
- (iv) that was previously known to the receiving party free of any confidentiality obligation.

18.3 Without prejudice to Clause 18.1, each party may use or disclose Confidential Information where required to do so by reason of law or regulation provided that, where lawful and practical to do so, the disclosing party shall provide prior notice of such disclosure to the non-disclosing party as soon as practicable in order to permit the non-disclosing party (where possible) to seek a protective order or take other appropriate action to safeguard the Confidential Information by appropriate legal means.

18.4 This Clause 18 shall survive termination or expiry of these Terms.

19. DATA PROTECTION

19.1 In this Clause 19:

Data Protection Laws means:

- (i) from and including 25 May 2018, the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC; and
- (ii) any other Applicable Regulations relating to, or impacting on, the processing of personal data.

The terms **data controller, personal data, processing** (and **process, processes** and **processed** shall be construed accordingly) and special personal data shall each have the meaning given to them in the Data Protection Laws.

19.2 You acknowledge that we may process information (including personal data and special personal data) about you in the course of providing Services to you pursuant to these Terms. Each party acknowledges that, for the purposes of Data Protection Laws, it is a data controller of personal data and that it, in common (but not jointly) with other party, determines the manner and purposes for which personal data is processed. Each party shall comply with its obligations under Data Protection Laws.

19.3 As between the parties, you represent to us that you will ensure that any of your directors, employees, officers, agents or clients whose personal data we process pursuant to these Terms is aware of the use of such data, and you agree to indemnify us against any loss, costs or expenses arising out of any breach of this representation.

20. E-COMMERCE

- 20.1 These Terms are drafted on the basis that you are not a 'consumer' as defined in the E-Commerce Directive (i.e. you are not an individual or, if you are, you are dealing in the course of your trade, business or profession). As a non-consumer you hereby agree to the fullest extent permissible under the E-Commerce Directive that we shall not be required to make any disclosures or comply with any requirements which would otherwise be required by the E-Commerce Directive.

21. TIME OF THE ESSENCE

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

22. ASSIGNMENT

- 22.1 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 TP ICAP Group Company or our associated companies or to any person or entity who may acquire the whole or any part of our business or assets.

23. NOTICES

- 23.1 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.
- 23.2 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 Amsterdam or such other financial centre as is notified to us by you prior to the relevant transaction.

24. RIGHTS AND REMEDIES

- 24.1 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.

25. ILLEGALITY

- 25.1 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.

26. ENTIRE AGREEMENT

26.1 Save as provided herein, these Terms contain the entire agreement and understanding of the parties regarding the subject matter hereof and supersedes any previous agreement between the parties relating to the subject matter hereof. Except as otherwise provided herein, these Terms may not be amended, modified or superseded, unless expressly agreed in writing by the parties.

27. RIGHTS OF THIRD PARTY

27.1 No person who is not a party to these Terms other than any other TP ICAP Group Company may enforce any of these Terms or rely on any exclusion of limitation contained in these Terms.

28. GOVERNING LAW AND JURISDICTION

28.1 The provisions of these Terms shall be governed by Dutch law.

28.2 Any dispute arising from or in connection with these Terms shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam.

PART THREE – SERVICES

29. SERVICES

29.1 The Services that we provide to you are made available to you in accordance with Applicable Regulations. iSwap Euro in its sole discretion and subject to these Terms may provide Services to you.

29.2 Risk warnings:

- (i) we will provide you with a notice of risks related to our Services and Financial Instruments; and
- (ii) this information will be made available at <https://regulatory.tpicap.com/icap/uk/iswapmtf> or such other website as notified to you by us. You should read the notice carefully.

30. TRADING LIMITS, POSITION LIMITS AND POSITION MANAGEMENT CONTROLS

30.1 Position limits and position management controls may be imposed by Applicable Regulations. In relation to the Services that we provide to you under these Terms, we may also set out and communicate to you appropriate trading and position limits to mitigate and manage our own liquidity, operational and other risks.

- 30.2 As required by Applicable Regulations, we may monitor your positions against such limits and you agree to provide us with access to applicable information, including but not limited to all relevant documentation about the size and purpose of a position or exposure entered into, information about the beneficial or underlying owners, any concert arrangements, and any related assets or liabilities in the underlying market.
- 30.3 In order to ensure compliance with Applicable Regulations with regard to position limits and position management controls or trading or position limits set by us, we may require you to limit, terminate or reduce the positions which you may have at any time and we may decline to execute an order, suspend your access to any EU Trading Venue or third country equivalent and/or Infrastructure, take action to close out any one or more transactions, or take any other appropriate action.

31. CONFIRMATIONS

- 31.1 Following execution of each transaction carried out pursuant to these Terms, we will promptly provide you with the essential information concerning the execution of that order. We will also subsequently provide more detailed information regarding such transactions (a Confirmation). The way in which we provide information will depend on the Financial Instrument and the way in which it was transacted and we may agree or otherwise notify you in advance of how such information will be provided. On your request, we will supply information about the status of your order.
- 31.2 You will notify us immediately upon receipt if you are not in agreement with any Confirmation or other notification from us. In the absence of such immediate notification by you, the Confirmation or notification will (in the absence of manifest error) be binding on you.

32. TRANSPARENCY

- 32.1 iSwap Euro may have regulatory obligations in respect of any pre-trade or post-trade information relating to the execution of any transactions. Where iSwap Euro executes an order for you it may make the relevant transaction information public or report such transaction information to a relevant government or regulatory authority in accordance with Applicable Regulations.

33. SETTLEMENT

- 33.1 Unless otherwise specifically agreed with you, we must act in accordance with the usual terms for settlement of iSwap Euro when providing our Services.
- 33.2 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.
- 33.3 We are not obliged to finalise (which includes to make any settlement or to delivery any investments) any Service unless and until we (or our settlement agents) have received all necessary documents (including, for the avoidance of doubt settlement instructions) or cleared funds or instruments.

34. SYSTEMS

- 34.1 We shall make available to you those Electronic Services which we have agreed to provide you from time to time.
- 34.2 By installing, accessing or in any way using any of the Systems, whether yourself or through

your traders, employees or agents, you agree with us to be bound by these Terms and the applicable Rulebook in respect of that System.

- 34.3 We shall have the right to amend the provisions of any Rulebook from time to time. Changes will be notified before the effective date of such changes by way of a Market Notice, posted on the applicable website or by transmitting them electronically to your designated email addresses, provided that any amendment may be made effective immediately on notice to you where in our reasonable opinion, it is necessary to permit the System and/or us to comply with any applicable legal or regulatory requirement, applicable market convention or to facilitate the continued operation or use of the System or any part thereof. Your continued use of the System after receipt of such a notice shall constitute acceptance of such amendment by us.
- 34.4 We hereby grant to you, until such time as these Terms are terminated with immediate effect by either party giving written notice to the other, a revocable, non-exclusive, non-transferable licence to access and use the System in accordance with these Terms and the applicable Rulebook, for the sole purpose of (i) entering into transactions via the System; and (ii) receiving and transmitting information generated by or made available through the System from time to time.
- 34.5 We may impose pre-trade controls on order entry for all Financial Instruments Users may trade through the System, including price collars, maximum order values, maximum order volumes and maximum message limits and/or change limits on the amount, size and type of Investments that a User may trade through the System.
- 34.6 We shall provide the System to Users on such days and hours as we may establish and notify to Users from time to time (including in the Rulebook) and shall operate the System in accordance with these Terms, any applicable Rulebook, applicable market/System customs and conventions and otherwise as contemplated by the System.
- 34.7 We shall have sole discretion and control over, and the right to modify at any time, the System's functionality, configuration, appearance, content and the Products made available for trading via the System provided that any modification that requires amendment to the Rulebook will be notified by us in accordance with Clause 34.3.
- 34.8 We shall have the right with or without notice (but giving as much notice as reasonably practicable) to suspend, limit or terminate any User's access to, the System or any part of the System or to decline to grant access in the event that, without limitation:
- (i) any User is not eligible for such access under the Rulebook; or
 - (ii) we, in our reasonable opinion, consider such action to be necessary to protect and preserve the security or integrity of the System, our rights in the System or other Users of the System; or
 - (iii) we suspect market or System abuse, misuse or non-use.
- 34.9 We shall have the right to stop, block or cancel any transaction on reasonable grounds and in accordance with applicable law and market convention including, without limitation, on any grounds set out in the Rulebook, the Trade Review and Error Policy, manifest error, unauthorised use of any trading algorithm, or market or System abuse or misuse.

- 34.10 Prior to access to the System being granted, you must comply with any eligibility criteria set out in the Rulebook and any other reasonable request we may make in relation to the establishment of connectivity or System installation.
- 34.11 We shall have no duty to verify whether any information submitted to the System by any person using your valid access details was authorised by you and you will be solely responsible for all acts or omissions of any person using the System through your valid access methods and bound by any and all such bids, offers and other orders and commands and resultant transactions.
- 34.12 It is your responsibility to comply with any security measures and procedures for authentication requested by us from time to time and to ensure that only Users have access to the System. You will ensure that your access to the System is not used for any improper purpose. Each party shall maintain commercially available virus checking software to protect itself and the System from viruses.
- 34.13 You shall (i) comply with all reasonable instructions notified to you by us from time to time in relation to your access to and use of the System (including for the purposes of ensuring orderly trading conditions including adjusting or ceasing to use any trading algorithm or trading system or effecting an orderly withdrawal from the market); (ii) notify us immediately of any defect in the System or any unauthorised access or change to the System of which you become aware; and (iii) be responsible for any transaction formed through the System.
- 34.14 You shall not use the System, or any information obtained through use of the System, with the intention of avoiding payment of commissions to us (for example, by using the System to identify a potential counterparty with a view to trading directly with such counterparty outside the System, or by entering into a low volume of transactions on the System with the specific intention of subsequently entering into further identical transactions with the same counterparty outside the System in each case without using us).
- 34.15 We may monitor the User's use of the System, including the use of algorithms, for the purposes of ensuring orderly trading and compliance with Applicable Regulations, including for the detection of potential market manipulation under the Market Abuse Regulation. The User agrees that we may carry out whenever necessary a review of the User's internal risk control systems relating to the User's use of the System.
- 34.16 We shall use reasonable endeavours to ensure or procure that:
- (i) the System is properly supplied, maintained and capable of operation in accordance with these Terms;
 - (ii) you are provided with reasonable assistance towards familiarisation with, and reasonable access to a help desk relating to, the operation and functioning of the System; and
 - (iii) such enhancements or upgrades reasonably necessary for the effective operation or functioning of the System are from time to time made, with reasonable care and skill.
- 35.17 Immediately on termination of these Terms in accordance with Clause 16, we shall each remove from the System any outstanding prices submitted by you, provided that you agree to be bound by any transaction resulting from any order entered into the System before termination of these Terms.