

# One Global Market Limited – Terms of business

## 1. Introduction

1.1. One Global Market Limited is authorised and regulated by the Financial Conduct Authority ("FCA") whose address is **Office LG104, 23 Austin Friars, London, EC2N 2QP, United Kingdom** Our registered office is at **34 Westway, Caterham On The Hill, Surrey, England, CR3 5TP** United Kingdom and our FCA registration number is 769481.

1.2. This document is our terms of business and is referred to as the "Terms". These Terms set out the basis upon which we will provide you with the Services.

1.3. THESE TERMS ARE A LEGALLY BINDING CONTRACT BETWEEN YOU AND US AND SO IT IS IMPORTANT THAT YOU READ THEM CAREFULLY. If there is anything in these Terms which you do not understand you should contact us as soon as possible or take independent advice.

1.4. These Terms are effective from the date you receive them from us, unless you have previously received any terms of business from us, when these Terms will replace the earlier terms with effect from thirty calendar days from the date you receive them. Please note that if you place any orders with us or otherwise use our Services after the date these Terms are to take effect, you will be deemed to have accepted our Terms.

1.5. Capitalised words or phrases used in these Terms are detailed at clause 2, and have, unless the context requires otherwise the meanings set out in that section.

1.6. For the avoidance of doubt, the schedules and annexes attached hereto form part of the Terms.

1.7. For the purposes of these Terms references to "we", "our" and "us" refer to One Global Market Limited and references to "you" or "your" refer to you, unless otherwise stated.

1.8. In addition to these Terms, our agreement with you consists of the following documents:

(a) our 'Order Execution Policy', which explains how we quote prices and deal with Orders and Transactions;

(b) any application or form that you submit to open, maintain or close an Account; and

(c) any specific terms and conditions relating to our websites, which will be clearly displayed on the relevant website.

All of these documents plus these Terms are together referred to as the "Agreement". The Agreement constitutes the entire agreement between us with respect to the products and services we may provide to you under the Agreement. These documents are available on our website at [www.ogm.market](http://www.ogm.market) or from us on request.

1.9 There is some further information available, which provides more detail about us and our services, but which do not form part of the Agreement. This includes:

(a) our 'Conflict of Interest Policy', which explains how we handle conflicts of

interests in a manner that treats customers fairly;

(b) our 'Privacy and Security Policy', which explains how we deal with personal information that you provide to us;

(c) any instructions, guides and worked examples published or provided by us explaining how to enter into and close Transactions on the Trading Facility; and

(d) our 'Risk Warning Notice', which summarises the key risks to your investments when you use our services.

1.10 These Terms and any other documents forming our Agreement, and all information, statements and notifications will be in English and we will communicate with you in English. We may provide you with copies of documents (including these Terms) in other languages, however only the English versions of documents will represent the terms of any agreements between us.

## 2. Definitions and Interpretation

2.1. In these Terms, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

"Access Code" means any password(s), username, or any other security code issued by us to you, which would allow you to utilise our Services;

"Account" means any account that we maintain for you for dealing in the products or Services made available under these Terms and in which your cash and assets are held and to which P&L is debited and credited;

"Account Statement" shall mean a periodic statement of the Transactions and/or charges credited or debited to an Account at a specific point in time;

"Agency Agreement" means the document, being a simple contract, letter of direction, power of attorney or otherwise, through which you appoint an Agent or representative to act and/or give instructions on your behalf in respect of the Agreement;

"Agent" means an individual person or legal entity undertaking a Transaction on behalf of another individual person or legal entity in his/its own name or in your name;

"Agreement" has the meaning given to it in clause 1.7 of these Terms;

"Applicable Regulations" means the FCA Rules or any other rules of a relevant regulatory authority or any other rules of a relevant Market and all other applicable laws, rules and regulations as in force from time to time;

"Associated Company" means us, any subsidiary undertaking, any parent undertaking and any subsidiary undertaking of any parent undertaking from time to time of ours (as defined in section 1162 of the Companies Act 2006) (a "Group

Undertaking”), together with any other undertaking under which a Group Undertaking has an interest by way of shares or voting rights of 25% or more or has the ability to appoint a majority of the board appointees;

“Base Currency” is the currency in which your Account is denominated and in which we will debit and credit your Account;

“Best Execution Policy” means the document that describes all of the order execution arrangements that we have in place to ensure that, when executing orders, we take all reasonable steps to obtain the best possible results for clients in accordance with the FCA Rules;

“Business Day” means any day other than a Saturday or Sunday where the banks are open for general commercial business in London, United Kingdom;

“CFD” means a contract for difference within the meaning of Article 85(1) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;

“Client Money” means, in accordance with the FCA Rules, money of any currency that we receive or hold for you, or on your behalf, in the course of or in connection with, the business contemplated by the Agreement other than money which is due and payable by you to us or any third party;

“Client Money Rules” means those FCA Rules that concern the holding of Client Money;

“Closing Date” means the date on which a Transaction is closed by either you or us in accordance with these Terms;

“Closing Notice” means a notice given to you by us to close all or part of any Transaction (margined or otherwise) via the Trading Facility or by telephone;

“Closing Price” means:

(i) in the case of a CFD, the price at the time a Closing Notice is effective as reasonably determined by us or the price as reasonably determined by us at the time a CFD is closed out by us exercising any of our rights under these Terms;

(ii) in the case of a Rolling Spot Forex Contract, the exchange rate at which you can buy if the Rolling Spot Forex Contract you wish to close is a sell, and/or the exchange rate at which you can sell if the Rolling Spot Forex Contract you wish to close is a buy;

“Complex Product” means certain derivative products such as, without limitation, Rolling Spot Forex Contracts, Spread Bets, and CFDs;

“Confirmation” means a notification from us to you confirming your entry into a Transaction;

“Contract Quantity” means the total number of shares, contracts or other units of the Underlying Instrument that you are notionally buying or selling;

“Contract Value” means the Contract Quantity multiplied by our then current quote for closing the Transaction;

“Credit Support Document” means any guarantee, hypothecation agreement, margin or security agreement, or any other document containing an obligation of a third party or of you in favour of us supporting any of your obligations under these Terms;

“Credit Support Provider” means any person who has entered into any guarantee, hypothecation agreement, margin and/or security agreement in our favour with respect to your obligations under these Terms;

“Custodian” has the meaning given to it in clause 23.1(c) of these Terms;

“EEA” means the European Economic Area, which is all the countries in the EU plus Iceland, Norway and Liechtenstein;

“Eligible Counterparty” has the meaning given to it in the FCA Rules effective from 1 November 2007;

“EMIR” means Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012 as amended from time to time;

“Equity” has the meaning given to the term ‘equity share’ under the FCA Rules, which generally means, shares comprised in a company’s equity share capital;

“Event of Default” means any of the events listed in clause 23.1 and any additional applicable events referred to in clause 23.3 of these Terms;

“Exceptional Event” has the definition given to it in clause 24.1 of these Terms;

“EXCEPTIONAL MARKET EVENT” MEANS THE SUSPENSION, CLOSURE, LIQUIDATION, IMPOSITION OF LIMITS, SPECIAL OR UNUSUAL TERMS, EXCESSIVE MOVEMENT, VOLATILITY OR LOSS OF LIQUIDITY IN ANY RELEVANT MARKET OR UNDERLYING INSTRUMENT, OR WHERE WE REASONABLY BELIEVE THAT ANY OF THE ABOVE CIRCUMSTANCES ARE ABOUT TO OCCUR;

“FATCA” means:

(i) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 or any associated regulations or other official guidance;

(ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) if this defined term above;

(iii) any agreement pursuant to the implementation of paragraphs (i) or (ii) of this defined term above with any Governmental Authority;

“FCA” means the United Kingdom Financial Conduct Authority or any successor organisation or authority;

“FCA Rules” means the Handbook of Rules and Guidance of the FCA, as amended from time to time;

“Governmental Authority” means any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation anywhere in the world with competent jurisdiction;

“Hedging Setting” is an optional feature on the Trading Facility allowing you to hedge investment positions, which may be enabled or disabled;

“Introducing Broker” means a person or firm who acts on your behalf to effectuate an introduction of you to us;

“Limit Order(s)” means an order to buy or sell a financial instrument at its specified price limit or better, and for a specified size;

“Manifest Error” has the meaning given to it by clause 25.1 of these Terms;

“Margin” means the cash you hold with us as security for payment of any potential losses incurred by you in respect of any Margined Transaction;

“Margin Call Warning” means a demand for such sums by way of Margin as we may reasonably require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated transactions under these Terms;

“Margin Requirement” means the amount of money that you are required to deposit and/or hold with us as consideration for entering into a Transaction and/or maintaining an Open Position;

“Margined Transaction” means any Transaction liable to Margin;

“Market” means any market or multilateral trading facility subject to government or state regulation with established trading rules and trading hours including without limitation a Regulated Market, a Multilateral Trading Facility, and an Organised Trading Facility as defined in Article 4 of the Markets in Financial Instruments Directive 2014/65/EU;

“Market Order” means an Order to enter the market at the best current price offered by us at that time;

“Non-Complex Product” means certain products including, without limitation, shares traded on a Regulated Market or an equivalent Market outside Europe, as well as bonds and units in a regulated collective investment scheme;

“Non-Hedging Setting” is enabled when you disable the Hedging Setting on the Trading Facility preventing you from hedging investment positions;

“Official Assignee” means the official assignee in bankruptcy for the time being and his successors as and when appointed or, where appropriate, the trustee in bankruptcy;

“Open Position” means a Transaction which has not been closed in its entirety under these Terms;

“Order” means an instruction to purchase or sell a CFD Contract (as defined in Schedule B), a Rolling Spot Forex Contract, a Spread Bet Contract (as defined in Schedule C),

and/or any other products offered by us from time to time, at a price quoted by us as appropriate;

“OTC” is an abbreviation of ‘Over the Counter’ and means any Transaction concerning a commodity, Security, currency or other financial instrument or property, including any option, future, or CFD which is traded off exchange by us (whether as market maker or otherwise) rather than on a regulated stock or commodity exchange;

“P&L” means the total of your profits (whether realised or not) less your losses (whether realised or not);

“Potential Event of Default” means any event or circumstance which, with the giving of notice or the lapse of time or both, would constitute an Event of Default;

“Principal” means the individual person or legal entity which is a party to a Transaction;

“Professional Client” has the meaning given to it in the FCA Rules effective from 1 November 2007;

“Regulated Market” means a multilateral trading system operated by a market operator in the EEA such as the London Stock Exchange that brings together multiple third party buying and selling interests in financial instruments where the instruments traded are admitted to the Market according to its rules and systems;

“Retail Client” has the meaning given to it in the FCA Rules effective from 1 November 2007;

“Rolling Spot Forex Contract” means any OTC contract which is a purchase or sale of currency entered into between you and us, excluding forward contracts;

“Secure Access Website” means the password protected part of our website (or any website notified to you by us) through which you can view your Account information;

“Security” means investments within articles 76 to 80 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;

“Service Provider” means a person or firm who provides a third party service to you which is compatible with or enhances our Services;

“Services” means the services to be provided to you by us under these Terms;

“Stop Orders” means an order to buy or sell a financial instrument once the price of that financial instrument reaches a specified price (which is known as the stop price);

“Terms” has the meaning given to it in clause 1.2;

“Trading Agent” means an Agent or representative authorised by you under an Agency Agreement who we agree may act for you and or give instructions to us on your behalf in respect of these Terms;

“Trading Facility” means the password protected online or downloadable electronic facility where you can trade with us under these Terms;

“Transaction” means a contract in a financial instrument or any other contractual arrangement entered into between you and us including a Margined Transaction as defined in these Terms; and

“Underlying Instrument” means the index, commodity, currency, or other instrument, asset or factor whose price or value provides the basis for us or any third party to determine its price or the executable price for a Market or products.

### 3. Complaints and Compensation Schemes

3.1 We take complaints very seriously and have established procedures in accordance with the FCA's requirements for complaint consideration and handling to ensure that complaints are dealt with fairly and promptly. Our written complaints policy, which is prepared in compliance with the FCA Rules governing complaints, is available to you at: <https://www.ogm.market>

3.2 If you would like to make a complaint, you should contact us to raise your complaint. You may do this by submitting a complaint via email to [compliance@ogm.market](mailto:compliance@ogm.market). Where you are an eligible complainant, if we do not provide you with a final response within eight (8) weeks from the date we receive your complaint, or if you do not agree or are dissatisfied with the outcome of the response, you have the right to refer your complaint to the Financial Ombudsman Service, which is an independent dispute resolution service. The Financial Ombudsman Service can be contacted at: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. The Financial Ombudsman Services' website is at <http://www.financial-ombudsman.org.uk/default.htm>. If you live in a European Union country and we're unable to resolve a dispute internally, you can also choose to raise a complaint via the European Commission's Online Dispute Resolution Platform at <http://ec.europa.eu/odr>.

3.3 We are covered by the Financial Services Compensation Scheme ("FSCS"). The FSCS provides compensation in certain circumstances for customers of authorised financial services firms if they are in default. The scheme may provide compensation should we be unable to meet our obligations but is not available to every investor. Compensation is typically paid out because a firm has ceased trading and/or is insolvent.

For investment business, the FSCS can cover 100% of eligible investments up to a maximum of £50,000. The actual level of compensation paid depends upon the basis of each claim, but a customer's entitlement to compensation from the scheme will depend on the type of investment made and the circumstances of the claim. The FSCS only pays compensation for financial loss. Compensation limits are per person, per firm and per claim category and are on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) along with additional information about compensation arrangements. As an alternative, you can learn more by speaking with the FSCS by calling 0800 678 1100.

We will provide, on your request, information concerning the conditions governing compensation and the formalities which must be completed to obtain compensation through the FSCS.

### 4. Risks

#### 4.1 Trading in the types of products which we offer:

- (a) is highly speculative;
- (b) may involve an extreme degree of risk;
- (c) may involve a total loss of much more than the money you deposit; and
- (d) is appropriate only for persons who, if they trade on Margin, can assume a risk of loss in excess of their Margin deposit, which may be significant.

#### 4.2. In addition:

- (a) because of the low Margin normally required in Margined Transactions, price changes in the underlying asset may result in significant losses, which may substantially exceed your investment and Margin deposit, leaving you liable to pay further sums;
- (b) unless it is otherwise specifically agreed, we shall not conduct any continuous monitoring of the Transactions entered into by you in any way. We cannot be held responsible for any Transactions that may develop differently from what you might have expected; and
- (c) no investment guarantees any profit or freedom from loss.

### 5. Your Relationship with Us

5.1 In accordance with the FCA Rules we have classified you as a Retail Client. However, where the information provided to open your Account shows that you satisfy the requirements to be a Professional Client or an Eligible Counterparty (both as defined in the FCA Rules), we will write to you separately to notify you of this classification.

5.2 Pursuant to the FCA Rules, (unless we have notified you separately that you are a Professional Client or an Eligible Counterparty) you may request a different categorisation which will result in the loss of certain regulatory protections. We are not obliged to accept any such request, however where we do so, we will provide you with a written notice of the protections lost.

5.3 Where we have notified you separately that we have classified you as a Professional Client or Eligible Counterparty, you have the right to request a different client categorisation benefitting from a higher degree of regulatory protection. However, we are not obliged to accept any such request.

5.4 Where we have notified you that we have classified you as either a Professional Client or Eligible Counterparty you agree that you are responsible for keeping us informed about any change that could affect your client categorisation.

### 6. Capacity

6.1 We will affect any Transactions as Principal unless we expressly agree that we shall act as Agent for you.

6.2 In relation to all Transactions, we will deal with you on the basis that only you are our client under the Agreement and that even if you are acting as an Agent and have identified your underlying client to us, that client will not be our client for the purposes of the FCA Rules.

## 7. Products and Services

7.1 We may enter into Transactions with you in the following investments and instruments:

- (a) Rolling Spot Forex Contracts;
- (b) CFD Contracts (as defined in Schedule B);
- (c) Spread Bet Contracts (as defined in Schedule C); and
- (d) such other investments and instruments as we may offer from time to time.

7.2 The investments and instruments may be provided either as:

- (a) Margined Transactions (Margin is explained further in clause 20); or
- (b) Transactions in instruments which are:
  - (i) traded on recognised or designated investment exchanges;
  - (ii) traded on exchanges which are not recognised or designated investment exchanges;
  - (iii) not traded on any stock or investment exchange; and/or
  - (iv) not immediately and readily realisable.

7.3 We may, at any time, cease to offer any Services and/or remove products from our offering. If you have an Open Position under a Service that is being terminated or in a product that is being removed, we will provide you with 30 days prior written notice, where possible, that we intend to terminate a Service or remove a product, to allow you to close any Open Position that you may hold on such product or Service. Where notice is given, you should cancel any Orders and/or close any Open Positions in respect of such affected product or Service before the 30 days expires. If you do not do this, we will cancel any Orders and close any Open Positions after the 30 days has expired in the manner explained to you in the notice. There may be occasions where we cannot give you 30 days' notice where for example to continuing offering a product or Service would breach an applicable law or a market rule. If this is the case we will give you as much notice as possible but we may have to close any of your Orders or Open Positions. Where we do this we will not charge you any

transaction fees and will close such Orders or Open Positions in a manner which takes into account the need to treat you fairly.

7.4 Unless otherwise agreed between us in writing we will deal with you on an execution only basis. This means that we will not make personal recommendations or advise on the merits of purchasing, selling, or otherwise dealing in particular investments or executing particular Transactions, any tax consequences or the composition of any Account or any other rights or obligations attaching to any investments or Transactions. You should be aware that any explanation provided by us as to the terms of a Transaction or its performance characteristics does not amount to advice on whether or not you should make an investment

7.5 WE MAY OFFER VARIOUS SPREADS AND PRICE STREAMS FROM TIME TO TIME. WITHOUT PREJUDICE TO OUR RIGHTS UNDER CLAUSES, 20.5, 23, AND 25.1, WE MAY, AT ANY TIME WITHOUT NOTICE TO YOU, VARY YOUR SPREADS AND/OR MOVE YOU TO A DIFFERENT PRICE STREAM WE WILL ONLY EXERCISE THE RIGHTS LISTED IN THIS CLAUSE

7.6 WHERE WE REASONABLY CONSIDER IT NECESSARY OR DESIRABLE, FOR EXAMPLE BUT WITHOUT LIMITATION, IN RESPONSE TO OR IN ANTICIPATION OF ANY OF THE FOLLOWING:

- (a) AN EVENT OF DEFAULT;
- (b) TECHNICAL ISSUES WITH ANY SYSTEM BY WHICH WE TRADE WITH YOU OR ANY OTHER COUNTERPARTY;
- (c) A LACK OF LIQUIDITY IN THE MARKET CONCERNING INSTRUMENTS IN WHICH YOU TRADE;
- (d) A CHANGE IN THE MARKET TO WHICH YOUR MARGINED TRANSACTIONS RELATE OR IN THE FINANCIAL MARKETS MORE GENERALLY;
- (e) ECONOMIC NEWS WHICH MAY ADVERSELY IMPACT ANY MARGINED TRANSACTIONS;
- (f) YOU CHANGING YOUR DEALING PATTERN WITH US AND/OR AN ASSOCIATED COMPANY SUCH THAT WE DETERMINE IN OUR REASONABLE DISCRETION ACTION IS REQUIRED IN ORDER TO MANAGE THE RISKS ASSOCIATED WITH YOUR TRANSACTIONS;
- (g) YOUR CREDIT CIRCUMSTANCES CHANGING;
- (h) YOUR EXPOSURE TO US AND/OR AN ASSOCIATED COMPANY BEING CONCENTRATED IN A PARTICULAR CURRENCY PAIR OR UNDERLYING INSTRUMENT.

## 8. Access and Use

8.1 In order to use the Trading Facility and/or Secure Access Website, we will provide you with an Access Code. You will need to provide the Access Code each time you wish to use the Trading Facility and/or Secure Access Website.

8.2 In relation to the Access Code, you acknowledge that:

(a) you are responsible for keeping the Access Code confidential and will not disclose your Access Code to any third party unless with our prior written consent;

(b) where with our consent you disclose your Access Code to a third party you agree that any

instructions, orders or Transactions entered into by that third party will be treated by us as if entered by you;

(c) we may rely on all instructions, orders and other communications entered using your Access Code, and you will be bound by any Transaction entered into or expense incurred on your behalf in reliance on all such instructions, orders and other communications, unless you have notified us that your Access Code has been or may have been compromised; and

(d) you will immediately notify us if you become aware of the loss, theft or disclosure to any third party or of any unauthorised use of your Access Code.

8.3 If we reasonably believe that unauthorised persons are using your Access Code we may, without prior notice, suspend your access to the Trading Facility. Where we do this we will attempt to contact you as soon as possible and in any event within three working days of suspending access, to inform you and re-arrange access.

8.4 You should be aware that the Trading Facility or Secure Access Website may from time to time experience technical difficulties which are outside our reasonable control, such as failures, delays, malfunction, software erosion or hardware damage, which could be the result of hardware, software or communication link inadequacies. Such difficulties could lead to possible economic and/or data loss. Where this happens neither we, nor any Associated Company, will be liable for any possible loss (including loss of profit or revenue), cost or damage which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, de-activating, or attempting to access either the Trading Facility or Secure Access Website or otherwise.

## 9. Dealings between US and You

9.1 All requests for indicative quotes, orders for execution of transactions and other trade matters must be given to us electronically through the Trading Facility or by telephoning us on the numbers provided to you for this purpose. You will only be able to give orders or instructions by telephone, directly to a broker during the times which we notify you of. Any orders or instructions left on an answering machine or sent by facsimile will not be actioned.

9.2 Quotes provided by us either via the Trading Facility or over the telephone are indicative, provided for information purposes only and do not constitute an offer to buy or sell any product or instrument at that price. Where you place an Order following an indicative quote, we shall consider that you are placing an Order at the current rate we offer. You acknowledge that such rate may differ from the indicative quote previously provided.

9.3 Any instruction sent by you via the Trading Facility or given by telephone shall only be deemed to have been received, and therefore be a valid instruction, when we have confirmed to you either orally or through the Trading Facility that we have received it. A valid instruction will not be a binding Transaction

between us until an instruction is accepted, executed, recorded and confirmed by us via the Trading Facility, a trade Confirmation and/or Account Statement.

9.4 We shall be entitled to rely on any instructions which we reasonably believe to be from you or from your Agent(s), whether received by telephone, electronically, or in writing, which we have accepted in good faith. If we need clarification in relation to any instructions or if we fail to receive the instructions during normal business hours or in reasonably sufficient time for us to act upon them, you acknowledge that there may be a reasonable delay in us acting on your instructions.

9.5 In actioning your instructions we shall not be required to do anything or refrain from doing anything which would in our reasonable opinion infringe any applicable law to which we are subject.

9.6 WE WILL BE ENTITLED, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU, TO REFUSE TO ACCEPT ANY INSTRUCTION FROM YOU, AND/OR TO REFUSE TO EXECUTE ANY INSTRUCTION FROM YOU AND/OR PROVIDED THAT WE HAVE NOT ALREADY ACTED ON YOUR INSTRUCTIONS, TO CANCEL ANY INSTRUCTIONS PREVIOUSLY GIVEN BY YOU. WE WILL ONLY EXERCISE THE RIGHTS LISTED IN THIS CLAUSE 9.6 WHERE WE REASONABLY CONSIDER IT NECESSARY OR DESIRABLE, FOR EXAMPLE BUT WITHOUT LIMITATION, IN RESPONSE TO OR IN ANTICIPATION OF ANY OF THE FOLLOWING:

(a) WE REASONABLY CONSIDER THE INSTRUCTION WAS NOT GIVEN BY YOU;

(b) AN EVENT OF DEFAULT;

(c) TECHNICAL ISSUES WITH ANY SYSTEM BY WHICH WE TRADE WITH YOU OR ANY OTHER COUNTERPARTY;

(d) A LACK OF LIQUIDITY IN THE MARKET CONCERNING INSTRUMENTS IN WHICH YOU TRADE;

(e) A CHANGE IN THE MARKET TO WHICH YOUR MARGINED TRANSACTIONS RELATE OR IN THE FINANCIAL MARKETS MORE GENERALLY;

(f) ECONOMIC NEWS WHICH MAY ADVERSELY IMPACT ANY MARGINED TRANSACTIONS;

(g) YOU CHANGING YOUR DEALING PATTERN WITH US AND/OR AN ASSOCIATED COMPANY SUCH THAT WE DETERMINE IN OUR REASONABLE DISCRETION ACTION IS REQUIRED IN ORDER TO MANAGE THE RISKS ASSOCIATED WITH YOUR TRANSACTIONS;

(h) YOUR CREDIT CIRCUMSTANCES CHANGING;

(i) YOUR EXPOSURE TO US AND/OR AN ASSOCIATED COMPANY BEING CONCENTRATED IN A PARTICULAR CURRENCY PAIR OR UNDERLYING INSTRUMENT.

Acceptance of any instructions does not constitute any agreement or representation that we will execute the instructions. A valid contract between you and us will only be formed/closed and/or an instruction will only be executed when you receive a trade Confirmation from us or the Trading Facility shows that an instruction has been executed (whichever is earlier).

9.7 Orders may be placed as Market Orders to buy or sell as soon as possible at the price then offered by us, or on selected products as Limit Orders and Stop Orders to trade when the price reaches a pre-defined level. Limit Orders to buy and Stop Orders to sell must be placed below the then current price offered by us, and Limit Orders to sell and Stop Orders to buy must be placed above the then current price offered by us. If the bid price for sell orders or ask price for buy orders is reached, the Order will be filled as soon as possible at the price then offered by us. Limit Orders and Stop Orders are executed consistent with our Execution Policy and are not guaranteed executable at the specified price or amount, unless explicitly stated by us for the specific Order. Limit Orders, Stop Orders and Market Orders shall be subject to the following terms:

(a) we will try to execute Limit Orders, Stop Orders and Market Orders as soon as practicable but market conditions, available liquidity and technological issues can affect the time it takes to execute such orders and all orders are executed in due turn. We cannot guarantee that a Limit Order or a Stop Order will be executed even if the limit or stop price is reached. We do not accept any liability for any actual or potential loss you may suffer if there is a delay in execution; and

(b) market conditions, available liquidity and technological issues may result in the execution of a Stop Order being at a price above or below the stop price. We do not accept any liability for any actual or potential loss you may suffer if the execution of a Stop Order occurs at a price above or below the stop price.

## 10. Trading Confirmations and Account Statements

10.1 We will provide you with general Account information through the Trading Facility and/or Secure Access Website. Account information will usually include Confirmations with ticket numbers, purchase and sale rates, used margin, amounts available for Margin trading, statements of profits and losses, current open and pending positions and any other information as required by the FCA Rules. Updated Account information will generally be available within twenty- four hours after any activity takes place on your Account.

10.2 We will deliver Confirmations to you by posting the same within the Trading Facility and/or Secure Access Website.

10.3 Confirmations shall, in the absence of Manifest Error or grossly obvious inaccuracies, be conclusive and binding on you, unless you notify us of your rejection in writing within 30 days of:

(a) the posting of the Confirmation within the Trading Facility and/or Secure Access Website where you have not elected to receive trade confirmations in hard copy or via email; or

(b) dispatch of the Confirmation to you in hard copy or via email, where you have elected to receive Confirmations in hard copy or via email, or if we notify you of an error in the Confirmation.

10.4 Through the Trading Facility and/or Secure Access Website, you can generate and/or access daily, monthly and/or yearly reports of your Account. You agree that you will generate and/or access your Account Statement at least once a month through the Trading Facility and/or Secure Access Website. You may request receipt of Account Statements in hard copy or via email at any time by submitting a written request to our Compliance Officer by email at (Compliance@ogm.market).

10.5 Account Statements shall, in the absence of Manifest Error or grossly obvious inaccuracies, be conclusive and binding on you, unless you notify us of your rejection in writing within 30 days of:

(a) the date that you generated your Account Statement where you have not elected to receive Account Statements in hard copy or via email; or

(b) dispatch of the Account Statement to you in hard copy or via email, where the you have elected to receive Account Statements in hard copy or via email,

or if we notify you of an error in the Account Statement.

## 11. Joint Accounts

11.1 Where the Agreement is entered into between us and more than one person, as regards each person (except where we have agreed otherwise in writing):

(a) both persons shall be considered a client and their obligations and liabilities under the Agreement are joint and several (which means, for instance, that any one person can withdraw or transfer the entire balance of the Account to their personal bank account and/or investment account, and in the case of a debit balance or debt owed to us, each account holder is responsible for the repayment of the entire balance and not just a share of it);

(b) they each have full authority (as full as if they were the only person entering into the Agreement) on behalf of the others to give or receive any instruction, notice, request or acknowledgement without notice to the others, including an instruction to liquidate and/or withdraw investments from the Account and/or close any Account;

(c) any such person may give us an effective and final discharge in respect of any obligations under the Agreement; and



(d) upon the death of any joint account holder, we will transfer the Investments and the responsibility for any obligations connected with the Account into the surviving joint account holder's sole name. These Terms will remain in full force between us and the surviving joint account holder.

11.2 We may in our reasonable discretion, require an instruction, request or demand to be given by all joint account holders before we take any action;

11.3 Unless otherwise agreed in writing, you agree that we may contact and deal only with any one of the account holders named in our records subject to any legal requirements to the contrary.

11.4 Either account holder may ask us to convert the Account into a sole Account however we will require authority from all Account holders before doing so. Any person removed from the Account will continue to be liable for all obligations and liabilities under the Agreement relating to the period before they were removed from the Account.

## 12. Best Execution

12.1 We will execute your orders in accordance with our Order Execution Policy, a copy of which is available on our website at <https://www.ogm.market> and you confirm that you have read and agree to it. We will consider the continued placement of orders by you to constitute your continued consent to our Order Execution Policy as in effect from time to time. We may amend our Order Execution Policy from time to time by giving you not less than thirty calendar days' written notice unless otherwise required in order to comply with any applicable law, rules or regulations. The Order Execution Policy must be read in conjunction with these Terms and forms part of the Agreement.

## 13. Commissions, Charges and Other Costs

13.1 You agree to pay us all relevant charges and fees associated with the maintenance of your account including the facilitation of your trading activity on our electronic trading platforms;

13.2 Where we hold monies on your behalf, we will first deduct all amounts due to us, our Agents or your Agents from the monies we hold for you.

13.3 We may receive payment from, or share commissions and charges with our associates, your Introducing Broker or other third parties in connection with Transactions carried out on your behalf. We or any associate may benefit from commission, mark-ups, mark-downs or any other remuneration where we act for the counterparty to a Transaction. Further details of this are available on request.

13.4 If we receive any amounts in respect of your obligations under these Terms in a currency other than that in which the amount was payable, (whether pursuant to a judgment of any court or otherwise), you agree that we may convert that sum into the currency in which it was payable and deduct the costs of doing so from that amount (e.g. the cost of conversion).

13.5 One Global Market Limited may charge you for other services upon an agreement signed by One Global Market Limited and you.

## 14. Payment, Withdrawal and Set Off

14.1 You agree to comply with the following when making payments to us under these Terms:

(a) payments due (including deposits) will be required in Pounds Sterling, United States Dollars, Euros, or any other currency specified by us from time to time;

(b) you may make any payment due to us (including deposits) by an approved card (for example credit or debit cards), crossed cheque, or bank wire or any other method specified by us from time to time. Unless otherwise agreed between us, we will not accept payments or deposits in the form of cash;

(c) you are responsible for all third party electronic, telegraphic transfer or other bank fees in respect of payment as well as any fees or charges imposed by us, which may be based on the elected payment method.

(d) if any payment is not received by us on the date such payment is due, then we will be entitled to charge interest on the overdue amount (both before and after any court judgment) at the prevailing interest rate at the United States Dollar ninety day London inter-bank Offered Rates (LIBOR) as computed by the British Bankers Association plus 300 basis points from the date payment was due until the actual date of payment;

(e) any payment made to us will only be deemed to have been received when we receive cleared funds; and

(f) you are responsible for ensuring that payments made to us are correctly identified, specifying your Account details, plus any other information we tell you is required;

14.2 You will be asked to designate a Base Currency for your Account which shall either be Pounds Sterling, United States Dollars, Euros or any other currency permitted by us from time to time. Where you wish to deposit funds in your Account in a currency other than its designated Base Currency or if any credit is to be applied to the Account in a currency other than the designated Base Currency by reason of a Transaction, fee or otherwise, we will convert such funds into the Base Currency at the time of the credit or a reasonable time thereafter unless we accept alternative instructions from you.

14.3 Where you have a positive balance on your Account, you may request a withdrawal, for any amount of the positive balance. We may at our reasonable discretion withhold, deduct or refuse to make a payment (in whole or in part), in which case we will notify you in writing, where:

(a) you have Open Positions on the Account showing a loss;

(b) the requested withdrawal would reduce your Account balance to less than the Margin required for your Open Positions;

(c) we reasonably consider that funds may be required to meet any current or future Margin Requirement on Open Positions due to underlying market conditions;

(d) you have any actual or contingent liability to us, our associates or our Associated Companies;

(e) we reasonably determine that there is an unresolved dispute between us relating to these Terms or the Agreement; and/or

(f) you instruct us to pay the money to a third party.

14.4 All payments from your Account shall be made in the form of a return payment to an approved card, crossed cheque naming you, by bank wire, or any other method specified by us from time to time.

14.5 All payments from your Account will be made in the Base Currency of that Account unless we agree in advance that such payment should be made in a different currency. Where we agree with you that the payment should be made in a different currency, we will convert the relevant payment amount from the Base Currency to the then agreed currency for payment.

14.6 We reserve the right to convert any or all credits and/or debits standing in your Account, irrespective of the currency of such credit or debit, into your Base Currency at any time.

14.7 Whenever we conduct currency conversions for you, we will do so at a reasonable rate of exchange as we reasonably determine in accordance with the prevailing market rates.

14.8 All payments and deliveries by us to you will be made on a net basis.

14.9 You should ensure at all times that you have a positive balance across all Accounts which you hold with us or an Associated Company. Except as prohibited by Applicable Regulations, if any loss or debit balance exceeds all amounts we hold for you such that you have an overall negative balance, you must immediately transfer funds to put your Account back into credit.

14.10 EXCEPT AS PROHIBITED BY APPLICABLE REGULATIONS, WHERE ANY ACCOUNT WHICH YOU HOLD WITH US OR WITH AN ASSOCIATED COMPANY IS IN DEBIT, WE MAY IN OUR REASONABLE DISCRETION USE ANY CREDIT AMOUNTS WHICH EITHER WE OR AN ASSOCIATED COMPANY HOLD FOR YOU TO REDUCE THE AMOUNT THAT IS OWED TO US IN THE ACCOUNT, OR TO THE RELEVANT ASSOCIATED COMPANY. THIS IS KNOWN AS A "SET OFF". WHERE WE HAVE DONE THIS WE WILL NOTIFY YOU OF THE SUMS WHICH WERE USED AGAINST THE DEBIT.

## 15. Client Money

15.1 Where we classify you as a Retail Client:

(a) subject to the Terms, we will treat money received from you or held by us on your behalf in accordance with the Client Money Rules. Client Money will be received into an account exclusively designed to hold client monies separate from our money and will continue to be held separately from our money thereafter under arrangements designed to ensure that Client Money is easily identified as money belonging to customers;

(b) we may:

(i) hold Client Money in bank accounts in the United Kingdom, and in other territories that are within or outside the EEA

provided that any such overseas bank is governed by the rules of another country which specifically regulates and supervises the safekeeping of client money and assets. Client Money held outside the EEA may be subject to the jurisdiction of that territory and your rights may differ accordingly. In the event of insolvency or any other equivalent failure of that bank, your money may be handled differently from the treatment which would apply if the money was held with a bank in the EEA; and/or

(ii) place money received from you in a qualifying money market fund as defined in the Client Money Rules. As a result, any money will not be held in accordance with the Client Money Rules; and/or

(iii) allow a third party, such as an exchange, a clearing house or an intermediate broker, to hold or control Client Money where we transfer the Client Money for the purposes of one or more Transactions for you through or with that party, or to meet your obligations with that party (for example, a Margin Requirement), who may be located either inside or outside of the EEA;

(iv) hold client money in segregated client money bank accounts with fixed term deposits or notice periods. Such fixed term deposit accounts or notice periods will not affect your ability to deal with or withdraw funds from your account with us, however such amounts may not be immediately available on requests until the expiry of the relevant fixed term or notice period;

(c) unless otherwise agreed in writing, we will not pay you interest on Client Money or any other unencumbered funds. You expressly waive any entitlement to interest under the Client Money Rules or otherwise;

(d) we will exercise due skill, care and diligence in the selection and monitoring of any bank or third party with which Client Money is held. Outside of the aforementioned obligations, we are not responsible for the solvency, acts or omissions of any bank or other third party with which Client Money is held. Subject to the Client Money Rules, if any bank, agent, settlement system, exchange, clearing house, broker or other third party defaults, any loss in respect of any sums transferred to such bank, agent, settlement system, exchange, clearing house, broker or third party will be borne by all of our customers at the date of such loss in proportion to their respective entitlements to monies under the Client Money Rules at the relevant time;

(e) you acknowledge and agree that where any obligations owing to us from you are due and payable to us under these Terms, we shall cease to treat as Client Money so much of the money held on your behalf as equals the amount of those obligations in accordance with the Client Money Rules. You further agree that we may apply that money in or towards satisfaction of all or part of those obligations due and payable to us. For the purposes of these Terms, any such obligations become immediately due and payable without notice or demand by us when properly incurred by you or on your behalf;

(f) you agree that we may cease to treat as Client Money any balance held by us on your behalf where we have determined that there has been no movement on the balance for a period of six years (notwithstanding any payments or receipts of charges, interest or similar items) and we are unable to trace you after taking reasonable steps in accordance with the Client Money Rules to contact you. Equivalent monies will, however, remain owing to you by us and we will make and retain records

of all balances released from client money accounts. We undertake to make good any future valid claims against such released balances; and

(g) in the event that your Account(s) and/or our business covered by these Terms is transferred to another person in whole or in part, whether by way of an assignment of these Terms under clause 36 or otherwise, you authorise us to transfer any Client Money relating to the business being transferred to that person or someone nominated by that person to the extent permitted by the Agreement and the Client Money Rules, subject to the following:

(i) any Client Money transferred shall be transferred on terms which require the other person to return the transferred sums to you as soon as practicable following your request subject to any liabilities for payment you may have to the other person under your agreement with the other such person; and

(ii) the sums transferred shall be held by the person to whom they are transferred in accordance with the Client Money Rules for you; or

(iii) if the sums transferred will not be held by the person to whom they are transferred in accordance with the Client Money Rules for you, we will exercise all due skill, care and diligence in assessing whether the person to whom the Client Money is transferred will apply adequate measures to protect such monies.

Where we intend to transfer your Client Money under the terms of this clause 15.1(g), we will give you not less than ten (10) Business Days written notice and following any transfer, we will write to you within (7) calendar days to advise you (A) that the transfer has taken place; (B) whether or not the sums will be held by the person to whom they have been transferred in accordance with the Client

**15.2** Where we classify you as a Professional Client or Eligible Counterparty:

(a) you acknowledge and agree that title in and/or ownership of all of the money you deposit with us shall be transferred to us for the purpose of securing or covering your present, future, actual, contingent or prospective obligations, and we will not hold such money in accordance with the Client Money Rules. Any money received by us from you or a third party for your account will be owed by us to you, even when we are acting as your Agent. Because the Client Money Rules will not apply, you do not have a proprietary claim over money transferred to us, and we can deal with it in its own right. We will transfer an equivalent amount of money back to you where the money is due to be repaid to you or, in our sole and absolute discretion, we consider that the amount of money you have transferred to us is more than what is necessary to cover your present, future, actual, contingent or prospective obligations to us. In determining the amount of collateral and the amount of our obligations to you, we may apply such methodology (including judgements as to the future

movement of markets and values), as we consider appropriate, consistent with Applicable Regulations;

(b) by placing money with us, you agree that all money transferred into your Account is done so in anticipation of one or more Transactions with us and therefore has the purpose of securing or covering your present, future, actual, contingent or prospective obligations to us. You should not place any money with us that is not for the purpose of securing or covering your present, future, actual, contingent or prospective obligations to us;

(c) any money you transfer to us will not be segregated from our own money and that you will rank as a general creditor of ours in the event of insolvency or an equivalent failure;

We may hold client money in segregated client money bank accounts with fixed term deposits or notice periods. Such fixed term deposit accounts or notice periods will not affect your ability to deal with or withdraw funds from your account with us, however such amounts may not be immediately available on requests until the expiry of the relevant fixed term or notice period; and

(e) unless otherwise agreed in writing, we will not pay you interest on any money provided to us under this clause 15.2. You expressly waive any entitlement to interest.

## 16. Taxation

**16.1** We shall not provide any advice to you on any tax issue related to any Services. You should obtain individual and independent tax advice from a financial advisor, auditor or legal counsel with respect to tax implications of the Services.

**16.2** You are responsible for the payment of all taxes that may arise in relation to your Transactions.

## 17. Conflicts of Interest

**17.1** We are required to take appropriate steps to identify and prevent, or otherwise manage conflicts of interest between us and you as well as conflicts of interest between customers that arise in the course of our provision of Services. We operate in accordance with a Managing Conflicts of Interest Policy designed for this purpose (where we identified those situations in which conflicts of interest may arise, and in each case, the steps we have taken to mitigate and manage that conflict). A summary of our Conflicts of Interest Policy is available on our website at <https://www.ogm.market> and upon request.

**17.2** Conflicts of Interest may exist. Without limiting the nature of these interests, such examples include where we or an Associated Company or agent deal in the investment, a related investment or an asset underlying the investment, as Principal for our own account or that of someone else. Such dealing could include entering into hedging activities in connection with any Transaction with you.

**17.3** We will comply with Applicable Law but we will have no further duty to disclose any interest to you including any

benefit, profit, commission or other remuneration made or received by reason of any Transaction.

17.4 In providing our services under this Agreement, we will not be subject to any fiduciary or equitable duties which oblige us to accept responsibilities more extensive than those set out in this Agreement.

## 18. Introducing Brokers and Service Providers

18.1 Where you have been referred to us by an Introducing Broker or you utilise a third party trading system, course, program, software or trading platform offered by a Service Provider, we shall not be responsible for any agreement made between you and your Introducing Broker or Service Provider. You acknowledge that any such Introducing Broker or Service Provider will either be acting as an independent intermediary or an Agent for you and that your Introducing Broker or Service Provider is not an Agent or employee of ours. You further acknowledge that the Introducing Broker or Service Provider is not authorised to make any representations concerning us or our Services.

18.2 We do not control, and cannot endorse or vouch for the accuracy or completeness of any information advice or product you may have received or may receive in the future from an Introducing Broker or Service Provider. Moreover, we do not endorse or vouch for the services provided by an Introducing Broker or Service Provider. Since an Introducing Broker or Service Provider is not an Agent or employee of ours, it is your responsibility to properly evaluate prospective Introducing Brokers and/or Service Providers before engaging their services.

18.3 We specifically make you aware that your agreement with an Introducing Broker or Service Provider may result in additional costs for you as we may pay one-off or regularly scheduled fees or commissions to such person or entity from your Account where you have agreed this with them.

18.4 Where you engage the services of an Introducing Broker or Service Provider, you understand and agree that the Introducing Broker or Service Provider will have access to your personal information held by us including your trading activity. You further understand that the Introducing Broker or Service Provider may have been introduced to us by a third party who is compensated in part based on the introduction of you to us or on your trading history. Where this occurs, you agree that the third party who introduced the Introducing Broker or Service Provider will have access to your personal information held by us including your trading activity.

18.5 If the Introducing Broker or Service Provider undertakes any deductions from your Account according to any agreement between you and the Introducing Broker or Service Provider, we have no responsibility as to the existence or validity of such an agreement.

18.6 Any commissions, fees or charges may be shared between the Introducing Broker or Service Provider, us and third parties according to the Introducing Broker or Service Provider's written instructions and/or at our discretion.

18.7 You may request that we provide, at any time, a breakdown of all sums paid by you to the Introducing Broker or Service Provider, or the compensation scheme charged by the Introducing Broker or Service Provider as applied to you.

## 19. Managed Accounts

19.1 At your request and subject to the appropriate clearance of necessary legal and indemnification documentation, we may allow a third party selected by you to manage your Account as your Trading Agent where such person does not do so in the natural course of business without an appropriate regulatory license or where such person does maintain such regulatory license. Where you wish to have your Account managed by a third party, you must submit an Agency Agreement between you and the Trading Agent to us in a form acceptable by us in our reasonable discretion. These Terms and the provisions of the Agency Agreement will govern the relationship between you, your Trading Agent and us.

19.2 We may in our reasonable discretion, refuse to accept instructions from the Trading Agent in relation to the Account on a one-off or on-going basis and where we do so will notify you and the Trading Agent in writing. We need not specify reasons for refusing instructions from the Trading Agent.

19.3 By submitting an Agency Agreement to us, you consent to and authorise us to disclose to the Trading Agent all information that we hold in relation to the Account, including personal information that we hold in relation to you

19.4 We reserve the right, at our reasonable discretion and on thirty calendar days' prior written notice to you and your Trading Agent, to require you to trade your Account. This would mean that you would have to revoke your authority to your Trading Agent and take all actions on your Account yourself. We need not provide you with reasons for this decision.

19.5 If you wish to revoke or amend an Agency Agreement, you must provide written notice to us by submitting the relevant form. Any such notice shall not be effective until two Business Days after we receive it (unless we advise you that a shorter period will apply). You acknowledge that you will remain liable for all instructions given to us prior to the revocation/variation being effective, and that you will be responsible for any losses, which may arise on any Transactions that are open at such time.

## 20. Margin

20.1 As a condition of entering into and maintaining a Margined Transaction, you are required to pay us the Margin required by us for that Transaction. Accordingly, you are obligated to maintain in your Account, at all times, sufficient funds (taking into account P&L) to meet all Margin Requirements. If you believe that you cannot or will not be able to meet all Margin Requirements, you should reduce your open margined positions or transfer adequate funds to us.

20.2 Where you are close to breaching your Margin Requirements, we may make a Margin Call Warning in accordance with these Terms however we are not obliged to do so and you should not expect that we will. Margin Call Warnings may be made at any time and in any way permitted under these Terms. For this reason, it is in your best interest to keep us regularly apprised of changes in your contact details.

20.3 WHERE THERE IS ANY SHORTFALL BETWEEN YOUR ACCOUNT BALANCE (TAKING INTO ACCOUNT P&L) AND YOUR MARGIN REQUIREMENT FOR ALL OPEN TRANSACTIONS, WE MAY CLOSE OR TERMINATE ONE, SEVERAL, OR ALL OF YOUR OPEN MARGINED TRANSACTIONS IMMEDIATELY, WITH OR WITHOUT NOTICE TO YOU. IN SUCH AN EVENT, YOU SHOULD

EXPECT THAT WE WILL CLOSE ALL OF YOUR MARGINED TRANSACTIONS.

20.4 You may obtain details of Margin Requirements by calling us at 00(44) (0) 203 034 6401

20.5 WE WILL BE ENTITLED, AT ANY TIME UPON NOTICE TO YOU, TO INCREASE OR DECREASE THE MARGIN REQUIRED FROM YOU ON OPEN TRANSACTIONS. YOU AGREE THAT, REGARDLESS OF THE NORMAL WAY IN WHICH YOU AND WE COMMUNICATE, WE WILL BE ENTITLED TO NOTIFY YOU OF A CHANGE TO MARGIN LEVELS BY ANY OF THE FOLLOWING MEANS: TELEPHONE, POST, FAX, EMAIL, TEXT MESSAGE, OR BY POSTING NOTICE OF THE INCREASE ON OUR WEBSITE OR IN THE TRADING FACILITY. ANY INCREASE IN MARGIN LEVELS WILL BE DUE AND PAYABLE IMMEDIATELY ON OUR DEMAND. WE WILL ONLY INCREASE MARGIN REQUIREMENTS WHERE WE REASONABLY CONSIDER IT NECESSARY OR DESIRABLE, FOR EXAMPLE BUT WITHOUT LIMITATION, IN RESPONSE TO OR IN ANTICIPATION OF ANY OF THE FOLLOWING:

- (a) AN EVENT OF DEFAULT;
- (b) A CHANGE IN THE MARKET TO WHICH YOUR MARGINED TRANSACTIONS RELATE OR IN THE FINANCIAL MARKETS MORE GENERALLY;
- (c) ECONOMIC NEWS WHICH MAY ADVERSELY IMPACT ANY MARGINED TRANSACTIONS;
- (d) YOU CHANGING YOUR DEALING PATTERN WITH US AND/OR AN ASSOCIATED COMPANY SUCH THAT WE DETERMINE IN OUR REASONABLE DISCRETION FURTHER MARGIN IS REQUIRED IN ORDER TO MANAGE THE RISKS ASSOCIATED WITH YOUR TRANSACTIONS;
- (e) YOUR CREDIT CIRCUMSTANCES CHANGING;
- (f) YOUR EXPOSURE TO US AND/OR AN ASSOCIATED COMPANY BEING CONCENTRATED IN A PARTICULAR CURRENCY PAIR OR UNDERLYING INSTRUMENT.

## 21. Suitability, Appropriateness and Monitoring

21.1 If we have agreed to provide you with advisory dealing services, we will assess the suitability of such instruments or services provided or offered to you in accordance with the FCA Rules on assessing suitability.

21.2 Where we execute a Transaction for you in respect of Non-complex Products (as that term is described in the FCA Rules) on an execution only basis we are not required to assess the suitability or appropriateness of the investment and therefore you do not benefit from the protection of the FCA Rules on assessing suitability and appropriateness. Therefore we will not assess whether:

- (a) the relevant product meets your investment objectives;
- (b) you would be able to financially bear the risk of any loss that the product may cause; or
- (c) you have the necessary knowledge and experience to understand the risks involved.

21.3 Where we provide execution-only services to you in relation to Complex Products, we are required to assess whether it is appropriate for you to deal in a Complex Product by requesting from you certain information, relating to your experience and knowledge of trading such products, which will help us assess whether you understand the risks associated with dealing in them. Typically, we will ask you for this information during the Account opening procedure but we may need to ask you for additional information in the future if you decide to deal in a new product type or sector. If you do not provide sufficient information to allow us to carry out the appropriateness assessment, or do not provide any information at all, we will be unable to assess whether you have the necessary knowledge and experience to understand the risks involved, what is appropriate for you or is in your best interests, and you may not be allowed to trade Complex Products. If, on the basis of the information that you have supplied to us in relation to your knowledge and experience, we consider dealing in the particular Complex Product is not appropriate, we will warn you of this. If you still wish us to proceed on your behalf, we may do so at its reasonable discretion. If in doing so, you should note that these products may be unsuitable for you and you may be exposing yourself to risks that fall outside your knowledge and experience and/or which you may not have the knowledge or experience to properly assess and/or control.

21.4 In all circumstances, you may wish to obtain independent advice from an authorised investment adviser regarding dealing in Complex Products.

## 22. Representations, Warranties and Covenants

22.1 Representations and warranties are personal statements, assurances or undertakings given by you to us on which we rely when dealing with you. You make the following representations and warranties at the time you enter into this Agreement and every time you place a Transaction or give us any other instruction:

- (a) where you are a natural person, you are of sound mind, and over 18 years old;
- (b) you are aware of the risks involved in trading each investment product with us, or where we have told you that certain products are not appropriate for you, you accept that any decision to trade them is at your own risk;
- (c) you and/or any person(s) entering into these Terms and performing any Transactions on your behalf, has all necessary authority, powers, consents, licenses and authorisations, and has taken all necessary actions to enable you to lawfully enter into and perform your obligations under these Terms, and/or to place any Orders or instructions;
- (d) these Terms as well as each Transaction and the obligations created under them are binding upon you and enforceable against you and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound;
- (e) no Event of Default has occurred or is occurring with respect to you or any Credit Support Provider;

(f) except where we have agreed otherwise in writing, you act as Principal and are not acting as any other person's Agent or representative;

(g) all information which you provide or have provided is true, accurate and not misleading in any material respect;

(h) you are willing and financially able to sustain a total loss of funds resulting from Transactions plus any liability you may occur in excess of your funds, which may be significant;

(i) you have consistent and uninterrupted access to internet service and any email address provided in your Account opening documentation;

(j) money, investments or other assets supplied by you for any purpose shall, subject to the Terms, at all times be free from (a) any and all rights of a third party to withhold or retain it (such as a lien) or security rights over it (such as a mortgage or a charge) or any pledge or other right of a third party person to make claims against it and are beneficially owned by you, unless otherwise allowed by these Terms;

(k) where you are not a resident of the United Kingdom, you are solely responsible for ascertaining whether any Transaction entered into under these Terms is lawful under the applicable laws of the jurisdiction where you are resident; and

(l) you are not a resident of the United States of America

(b) you fail to observe or perform any other provision of this Agreement and such failure continues thirty calendar days after we have given notice of non-performance;

(c) where you are a natural person, you die or become of unsound mind, are unable to pay your debts as they fall due or are bankrupt or insolvent or commit an act of bankruptcy, as defined under any bankruptcy or insolvency law applicable to you; or you are sequestrated; or any of your indebtedness is not paid on the due date thereof or becomes, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings are commenced for any execution, any attachment or garnishment, or any distress or diligence against, or an encumbrancer takes possession of, the whole or any part of your property, undertaking or assets (tangible or intangible), or you sign a trust deed for your creditors to enter into a debt payment programme; or an application for ancillary relief relating to your property or an entitlement of a contract you are a party to is made in any matrimonial proceedings relating to you or any process is commenced by any person which may result in you being declared "bankrupt" within the meaning of Article 8 of the Interpretation (Jersey) Law 1954;

(d) where you are a partnership (including, without limitation, a Hong Kong partnership), you commence a voluntary case or other

(e) procedure seeking or proposing liquidation, dissolution, reorganisation, or an arrangement or composition, receivership, adjudication, compromise, moratorium, or other similar relief (by way of voluntary arrangement, scheme or arrangement or otherwise) with respect to yourself or to your debts under any bankruptcy, insolvency, regulatory, or similar law or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, receiver and manager, Official Assignee, custodian, examiner, factor or other similar official (each a "Custodian") of you or any of your assets, or you take any corporate action to authorise any of the foregoing; or you are dissolved; or an involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganisation, receivership, adjudication, compromise or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, or similar law or seeking the appointment of a Custodian of you or any of your assets or any process is commenced by any person which may result in you being declared "bankrupt" within the meaning of Article 8 of the Interpretation (Jersey) Law 1954; where you are a legal entity, you commence a voluntary case or other procedure seeking or proposing liquidation, reorganisation, judicial management, an arrangement or composition, a freeze or moratorium, or other similar relief (by way of voluntary arrangement scheme or arrangement or otherwise) with respect to yourself or to your debts under any bankruptcy, insolvency, receivership, adjudication, compromise, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a Custodian or judicial manager of you or any of your assets; or take any corporate action to authorise any of the foregoing; and, in the case of a reorganisation, judicial management, arrangement or composition, we do not consent to the proposals; where you are a legal entity, an involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganisation, judicial management, receivership, adjudication, compromise, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory,

A covenant is a promise to do something. Your covenant to us:

(a) that for the duration of this Agreement, you will promptly notify us of any change to the details supplied during the account opening process, including in particular any change of address, and any change or anticipated change in your financial circumstances or employment status (including redundancy and/or unemployment) which may affect the basis on which we do business with you;

(b) you will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to itself or any Credit Support Provider;

(c) you will take all reasonable steps to comply with all Applicable Laws and regulations in relation to the Agreement; and

(d) where you are a partnership, any new partner to such partnership will adopt these Terms and all outstanding Transactions in form and substance to our satisfaction.

## 23. Default and Default Remedies

23.1 Each and any of the following shall constitute an "Event of Default":

(a) you fail to make any payment when due under, or to make delivery of any property when due under this Agreement;

supervisory or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a Custodian or judicial manager of you or any of your assets or any process is commenced by any person which may result in you being declared “bankrupt” within the meaning of Article 8 of the Interpretation (Jersey) Law 1954;

(g) we reasonably consider it necessary or desirable for our own protection or to prevent what we reasonably consider to be or might be a violation of any laws, Applicable Regulations, or good standard of market practice, including the FCA Rules in relation to suitability and appropriateness, or any action is taken or event occurs which we consider might have a material adverse effect on your ability to perform for obligations under the Agreement;

(h) if any representations or warranties given by you or any Credit Support Provider in these Terms or any Credit Support Document, are or become untrue in any material respect; or if you or any Credit Support Provider fails to comply with or perform any obligation under an applicable Credit Support Document;

(i) if any material information provided by you was untrue at the time it was given to us or any material information provided by you has become untrue since the time that it was originally given and you failed to notify us of the same within a reasonable time;

(j) if any Credit Support Document expires or ceases to be in full force and effect prior to the satisfaction of all of your obligations under these Terms, unless otherwise agreed by us.

**23.2 UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, WE MAY BY WRITTEN NOTICE TO YOU:**

(a) CLOSE ANY OPEN POSITIONS OR CANCEL ANY ORDERS ON YOUR ACCOUNT;

(b) PROHIBIT YOU FROM ACCESSING OR USING YOUR ACCOUNT;

(c) SUSPEND OR IN ANY WAY LIMIT OR RESTRICT YOUR ABILITY TO PLACE ANY ORDER, GIVE ANY INSTRUCTION OR PLACE ANY TRANSACTION IN RELATION TO YOUR ACCOUNT;

(d) VARY THE MARGIN REQUIREMENTS APPLICABLE TO YOU;

(e) REQUIRE YOU TO CLOSE ANY OR ALL OF YOUR OPEN POSITIONS BY A SPECIFIED DATE NOTIFIED TO YOU;

(f) MAKE APPROPRIATE DEDUCTIONS OR CREDITS;

(g) TERMINATE ANY SERVICES PROVIDED TO YOU;

(h) TERMINATE THE AGREEMENT IMMEDIATELY OR ON A SPECIFIED DATE SELECTED BY US; AND/OR

(i) MODIFY, CHANGE, OR SWITCH YOUR PRICE STREAM, SPREADS OR SETTINGS WITHIN YOUR ACCOUNT OR THE TERMS OF OR PARAMETERS REGARDING ANY SERVICES WE PROVIDE TO YOU.

## 24. Exceptional Events

24.1. We shall not be liable for any claims, losses, damages, costs or expenses, including legal fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or equipment or computer facility or trading software, whether belonging to us or our Associated Companies, you, any Market, or any settlement or clearing system when you trade online (via internet) or for any cause preventing us from performing any or all of our obligations, any act of God, war, terrorism, malicious damage, civil commotion, industrial acts, any Exceptional Market Event, or acts and regulations of any governmental or supra national bodies or authorities which in our opinion prevent an orderly market in relation to your Orders (an "Exceptional Event").

24.2 Upon the occurrence of an Exceptional Event, we shall use commercially reasonable efforts to resume performance and will endeavour to give you written notice that an Exceptional Event has occurred, however, where we reasonably believe that immediate action is required to protect ourselves and/or our clients, we reserve the right to take any action under clause 24.3 without notice to you. In such an event, we will endeavour to provide notice as soon as reasonably practicable after the Exceptional Event.

24.3 UPON OCCURRENCE OF AN EXCEPTIONAL EVENT, ALL OF OUR OBLIGATIONS UNDER THESE TERMS SHALL BE IMMEDIATELY SUSPENDED FOR THE DURATION OF SUCH EXCEPTIONAL EVENT. ADDITIONALLY, WE MAY TAKE ANY ONE OR MORE OF THE FOLLOWING STEPS WITH OR WITHOUT NOTICE TO YOU:

(a) ALTER NORMAL TRADING TIMES;

(b) ALTER THE MARGIN REQUIREMENTS;

(c) AMEND OR VARY THESE TERMS AND ANY TRANSACTION CONTEMPLATED BY THESE TERMS, INsofar AS IT IS IMPRACTICAL OR IMPOSSIBLE FOR US TO COMPLY WITH OUR OBLIGATIONS;

(d) CLOSE ANY OR ALL OPEN POSITIONS, CANCEL INSTRUCTIONS AND ORDERS AS WE REASONABLY DEEM TO BE APPROPRIATE IN THE CIRCUMSTANCES; AND/OR

(e) TAKE OR OMIT ALL SUCH OTHER ACTIONS AS WE DEEM TO BE REASONABLY APPROPRIATE IN THE CIRCUMSTANCES HAVING REGARD TO YOUR POSITIONS AND THOSE POSITIONS OF OUR OTHER CUSTOMERS.

24.4 Upon the occurrence of an Exceptional Event, you may be obliged to deposit further Margin or close certain positions at short notice in order to stop the Exceptional Event causing you losses, or further losses, on your trading Account.

24.5 Upon the occurrence of an Exceptional Event, OGM may increase the Margin Requirement in an amount reasonably determined by OGM in the Event that OGM, in its sole and absolute discretion determines that the Margin Requirement is no longer sufficient. Clients will be able to monitor Margin

changes in real-time. At all times, clients shall maintain positive useable margin or free margin in the Account.

## 25. Manifest Errors and Abusive Strategies

25.1 WE RESERVE THE RIGHT WITHOUT YOUR CONSENT AND WITHOUT PRIOR NOTICE TO YOU TO VOID AND/OR AMEND THE TERMS OF ANY TRANSACTIONS:

(a) CONTAINING OR BASED ON ANY ERROR THAT WE REASONABLY BELIEVE TO BE OBVIOUS OR PALPABLE (A “MANIFEST ERROR”). AN EXAMPLE OF A MANIFEST ERROR WITHOUT LIMITATION WOULD BE AN OBVIOUS MISQUOTE BY US; AND/OR

(b) THAT WE REASONABLY BELIEVE TO BE A RESULT OF A STRATEGY BY YOU TO CAPITALISE ON OPPORTUNITIES WHERE THE EXECUTABLE PRICE OF TRANSACTION DOES NOT ACCURATELY REFLECT MARKET RATES (AN “ABUSIVE STRATEGY”).

WHERE WE REASONABLY BELIEVE THAT YOU ARE UTILISING AN ABUSIVE STRATEGY, WE MAY ALSO WITHOUT YOUR CONSENT AND WITHOUT PRIOR NOTICE TO YOU, INCREASE YOUR SPREADS ON ANY OR ALL OF YOUR ACCOUNTS WITH US AND/OR MOVE YOU TO AN ALTERNATIVE PRICE STREAM. WE WILL NOTIFY YOU OF ANY CHANGES WE MAKE TO YOUR TRANSACTIONS OR ACCOUNTS IN REASONABLE TIME AFTER THE FACT WHERE WE EXERCISE OUR RIGHTS UNDER THIS CLAUSE 25.1.

25.2 If, in our discretion, we choose to amend the terms of any such Transaction specified in clause 25.1 above, the amended level will be such level as we reasonably believe would have been fair at the time the Transaction was entered into. In deciding whether an error is a Manifest Error or a Transaction was a part of an Abusive Strategy, we shall act reasonably and we may take into account any relevant information available to us, including, without limitation, the state of the underlying market at the time of the Transaction.

25.3 In the absence of our fraud, wilful default or negligence, we will not be liable to you for any loss, cost, claim, demand or expense following off-market prices and/or a Manifest Error (including where the Manifest Error is made by any information source, commentator or official on whom we reasonably rely).

25.4 If we choose to exercise any of our rights under clause 25.1, and if you have received any monies from us in connection with the Manifest Error or Abusive Strategy, you agree that those monies are due and payable to us and you agree to return an equal sum to us without delay.

## 26. Exclusions and Limitation of Liability

26.1 Nothing in these Terms shall exclude or restrict any duty or liability owed by us to you under the Financial Services and Markets Act 2000 or the FCA Rules. Apart from this, neither we nor our directors, officers, employees, or Agents shall be liable to you or any third party for any losses, damages, costs or expenses incurred or suffered by you under these Terms (including any Transaction or where we have declined to enter into a proposed Transaction) unless such loss arises directly from our negligence, breach of contract, wilful default or fraud.

6.2 Without limitation, we do not accept liability:

(a) for any loss that you suffer in an event where any computer viruses, worms, software bombs, or similar items are introduced into your computer hardware or software through your own failure to install adequate virus protection;

(b) for any losses or other costs or expenses of any kind arising out of or in connection with the placement of Orders by you or the execution of Transactions with us;

(c) for any adverse tax implications of any Transaction whatsoever;

(d) by reason of any delay or change in market conditions before any particular Transaction is affected.

26.3 Nothing in these Terms will limit our liability for death or personal injury resulting from our negligence.

26.4 Where you are classified as a Professional Client, in addition to the above, neither we nor our directors, officers, employees, or Agents shall be liable to you or any third party for any losses, damages, costs or expenses, including direct, indirect, special, incidental, punitive, or consequential loss, loss of profits, loss of goodwill or reputation, lost data, loss of use of the Trading Facility, business interruption, business opportunity, costs of substitute, services or downtime costs, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under these Terms (including any Transaction or where we have declined to enter into a proposed Transaction) unless such loss arises directly from our respective gross negligence, wilful default or fraud.

## 27. Reimbursement

27.1 To the extent you use, or used, the Trading Facility for a commercial purpose and entered Orders for the account of your customers, you shall on demand reimburse, protect and hold us harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of claims raised by your customers. This clause 27 shall not be affected by the termination of these Terms.

27.2 Except as prohibited by Applicable Regulation, you undertake and warrant that you will reimburse us, and keep us indemnified on demand, in respect of all liabilities, losses or costs of any kind or nature whatsoever that may be incurred by us as a direct or indirect result of:

(a) your trading activity and/or any and all Transactions

(b) any failure by you to perform any of your obligations under these Terms, in relation to any Transaction or in relation to any false information or declaration made either to us or any third party, in particular to any exchange;

(c) your use of programmable trading systems, whether built by you or by any third party and executed on or using the Trading Facility; and



(d) any act or omission by any person obtaining access to your Account, by using your designated Account number and/or password, whether or not you authorised such access.

## 28. Information Collection, FATCA and Reporting

28.1 You shall promptly provide us with such information as we may reasonably require from time to time, and shall update that information as required by us from time to time, to enable us or any Associated Company to comply with any Applicable Regulations.

28.2 We may, in accordance with any Applicable Regulations, make any deduction or withholding from a payment to or from you where we are required to do so by Applicable Regulations and to pay the amount so withheld or deducted to any authority or in accordance with Applicable Regulations. Notwithstanding any provision of these Terms to the contrary, we shall not be required to increase any payment in respect of which we make such a deduction or withholding or otherwise compensate you for that deduction or withholding.

28.3 We, our Associated Companies and their agents and service providers may collect, store and process information obtained from you or otherwise in connection with the Agreement and the Transactions for the purpose of complying with FATCA or other Applicable Regulations, including disclosures between us, our Associated Companies and their agents and to Governmental Authorities. You acknowledge that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws, inside or outside of the EEA. You shall ensure that, before you or anyone on your behalf discloses information relating to any third party to us, our Associated Companies or their agents or service providers in connection with these Terms or any Transactions that said third party has been provided with such information and has given such consents or waivers as are necessary to allow us, our Associated Companies and their agents and service providers to collect, store, process and disclose his, her or its information as described in this clause 28.3.

28.4 Without prejudice to any provision of these Terms relating to information or data or its disclosure, you consent to the disclosure by us, our Associated Companies and their agents and service providers of any information or data in connection with or relating to you, the Agreement and/or any Transaction (including, without limitation, pricing data):

(a) to the extent that we determine it is required, permitted or desirable to comply with Applicable Regulations; and

(b) to the extent not permitted by clause 28.4(a) above, if such disclosure is made to any trade repository registered in accordance with Article 55 of EMIR or recognised in accordance with Article 77 of EMIR or one or more systems or services operated by any such trade repository.

## 29. Right to Cancel, Cooling Off Period

29.1 The provisions of this clause 29 shall only apply to you where you are classified as a Retail Client.

29.2 In accordance with the FCA Rules and the Distance Marketing of Consumer Financial Services Directive, you are entitled to cancel the Agreement by giving written notice to us

within a 14-day cancellation period. Subject to clause 29.4 (below), you need not give any reason for the cancellation and the right to cancel applies even if you have already received services from us before the cancellation period expires.

29.3 The period for cancellation begins on the date these terms start to apply to you.

29.4 As the price of each Transaction depends on fluctuations in the Underlying Instrument which are outside of our control and which may occur during the cancellation period, you have no right to cancel the Agreement under this clause 29 if any trade placed by you has been executed before we receive notice of cancellation.

29.5 Following a valid cancellation, we will return any amounts you have deposited with us prior to receipt of the cancellation notice, subject to our right of set-off for any charges properly incurred prior to cancellation.

29.6 Unless otherwise specified in the Terms, if you do not exercise the right of cancellation, the Agreement will continue in effect until either we or you terminate the Terms in accordance with clause 31 below, or where we terminate due to an Event of Default under clause 23. There is no minimum or fixed duration of the Agreement.

## 30. Amendments

30.1 We may from time to time change these Terms for the following reasons:

(a) to comply with or reflect a change of applicable law or a decision by an ombudsman;

(b) to make them clearer, more favourable to you or to correct a mistake or oversight (provided that any correction would not be detrimental to your rights);

(c) to provide for the introduction of new, or the amendment of existing, systems, services, procedures, processes, changes in technology and products (provided that any change would not be detrimental to your rights);

(d) to reflect legitimate increases or reductions in the cost of providing services; or

(e) to remove an existing Service, provided we have given you appropriate notice of its removal in accordance with these Terms.

30.2 We will notify you of any proposed change to the Terms by sending you a copy of the proposed changes, either by email, or by post, to the email and/or postal address most recently notified by you. The Terms are always available in an up to date form on our website at <http://www.ogm.market>

30.3 We may amend the Rate Card by giving no less than fifteen (15) calendar days' notice to you, by providing you with a copy of the new Rate Card by email or post, to the email and/or postal address most recently notified by you.

30.4 If you wish to terminate the Agreement as a result of changes we propose to make to these Terms, you may do so in accordance with clause 31 by sending notice to us within the period set out in the amendment notice after which the

changes will become effective. We will not charge you to return your money if the Agreement is terminated under the terms of this paragraph.

30.5 Any amended Terms will replace any previous Terms between us and will, unless otherwise specified in the amendment notice from us to you, apply to any Transaction entered into after, or outstanding on, the date the new Terms comes into effect.

## 31. Termination

31.1 You may terminate the Agreement immediately by giving written notice to us.

31.2 We may terminate the Agreement by giving thirty calendar days written notice to you, except that we may terminate the Agreement immediately, upon written notice to you if you have no Open Positions in your Account at the time when the notice of termination, or in an Event of Default under clause 23.

31.3 No penalty will become due from either you or us in respect of the termination of the Agreement.

31.4 Termination of the Agreement will not affect any outstanding orders or Transactions or any legal rights or obligations which have already arisen. Transactions in progress at the date of termination will be completed by us as soon as possible.

31.5 On the expiry of any notice of termination given by either of us, we will:

- (a) close any Open Positions;
- (b) be entitled to receive from you all fees, costs, charges, expenses and liabilities accrued or incurred under this Agreement up to the date of termination.

31.6 Termination of the Agreement will not affect any rights or obligations, which may already have arisen between us. The termination of these Terms will not affect the coming into force or the continuance in force of any provision in these Terms which is expressly, or by implication, intended to come into, or continue in force, on or after such termination.

## 32. In the Event of Death

32.1 In the event of your death, the Agreement will immediately terminate (unless there is a surviving joint account holder in which case it will continue in their sole name) and any person(s) purporting to be your legal personal representative(s) or surviving joint account holder must provide us with formal notice of your death in a form acceptable to us, for example an original death certificate.

32.2 Upon the receipt and acceptance of the death certificate, we will proceed, where there are no remaining account holders, under clause 23.2 and treat this as an Event of Default and exercise rights including but not limited to closing any and all Open Positions within the Account.

## 33. Notices and Communication

33.1 We may notify, instruct, or communicate with you by telephone, short message service (text messages), post, fax, email, or by posting a message or document on our website or Trading Facility. For the avoidance of doubt, notifications to you via short message service (text messages), post, fax, email, or via our website or Trading Facility, shall constitute written notice.

33.2 Any notice, instruction or other communication will be deemed to have been properly given by us:

- (a) if hand delivered, when left at your last known home or work address;
- (b) if given verbally over the telephone, immediately where we speak with you. If we are unable to connect with you via phone, we may leave a voicemail. In such an event, the notice, instruction or other communication will be deemed to have been properly given one hour after the message is left;
- (c) if sent by fax, immediately upon receipt of a successful transmission report;
- (d) if sent by email, immediately after we have transmitted it to the email address last notified by you to us;
- (e) if sent by short message service (text message), immediately after we have transmitted it to the short message service (text message) enabled phone number or ID last notified by us to you;
- (f) if posted on our website or Trading Facility, as soon as it has been posted.

33.3 You may constitute written notice. You will use our registered address or email address specified by us from time to time in accordance with any notice requirement. Any notice will be deemed to have been properly given by you only when actually received by us.

33.4 All telephone calls are recorded for the purposes of fraud prevention and quality control. By agreeing to these Terms, you consent and agree to the recording of any such telephone conversations by us or anyone on our behalf.

## 34. Intellectual Property

34.1 Our website, Trading Facility, Secure Access Website and any and all information or materials that we may supply or make available to you (including any software which forms part of those items) are and will remain our property or that of our service providers. Such service providers may include providers of real-time price data to us.

## 35. Confidentiality, Data Protection and Privacy

35.1 For the purposes of this clause Data Protection Legislation means :

- (a) from 3 January 2018 until 24 May 2018 (inclusive), the UK Data Protection Act 1998;

(b) from and including 25 May 2018, unless and until it is no longer directly applicable in the UK, 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 ( "GDPR"); and

(c) any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 1998.

35.2 Both parties will comply with the applicable requirements of the Data Protection Legislation. This clause 34 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

35.3 We are registered as a data controller under the Data Protection Act 1998 and will process your personal data only in accordance with these Terms and our Privacy Policy. Our registration number under the Data Protection Act 1998 is [XXX].

35.4 We may collect and use information (including personal data as defined by Data Protection Legislation) from you during the course of our relationship with you. How we collect, store, use or share your personal data read our Privacy Policy that is available on our website at <https://www.ogm.market> Our Privacy Policy sets out types of personal data which we collect about you, additional ways in which we safeguard and use such personal data including but not limited to the details of the legal grounds of processing, and your rights under the Data Protection Legislation such as access, withdraw consent, erase, restrict, transport, and object to the processing of your personal data.

35.4 The legal basis for us processing your personal data described in the Privacy Policy will typically be because the processing is necessary: (i) to fulfil our obligations under this Agreement; (ii) for legitimate business interests; (iii) for compliance with a legal obligation; or (iv) because you have provided us with your consent, or in the case of your sensitive personal data, your explicit consent.

35.5 We may share your personal data with any of our Agents, including data processors, or any Associated Companies outside the EEA who may only use it for the same purposes as us. Such purposes include those listed in our Privacy Policy in addition to the processing of instructions and generation of Confirmations, the operation of control systems; the operation of management information systems and allowing staff of Associated Companies who share responsibility for managing your relationship from other offices to view information about you. We will take appropriate measures to protect the security of your personal data and details of the companies and countries involved in processing your personal data complying with Data Protection Legislation at all time.

35.6 Any telephone conversation between you and us may be recorded. All instructions received by telephone will be binding as if received in writing. Our recordings shall be and remain our sole property and will be accepted by you as conclusive evidence of the orders, instructions or conversations so recorded. You agree that we may deliver copies of transcripts

of such recordings to any court, regulatory or government authority.

35.7 Subject to the permitted disclosures under this clause as further explained in the Privacy Policy, we will treat all information we hold about you as private and confidential, even when you are no longer a customer.

35.8 If you would like to change or modify information previously provided to us, to remove information from our database or elect not to receive certain communications from us, you should write to us at [ops@ogm.market](mailto:ops@ogm.market).

## 36. Assignment

36.1 We may arrange for any Associated Company to perform any functions which are required to be performed under this Agreement, but this shall not affect our liability to you.

36.2 Neither your rights under this Agreement nor your rights or interest in any Transaction effected nor monies or assets held for you shall be capable of being assigned in any way.

36.3 We may at any time assign or transfer any of our rights and/or obligations under this Agreement or delegate all or any of the functions under this Agreement to a third party, provided that we have given you at least ten Business Days written notice to you to that effect. Where we do this we will treat all Client Money held for you in accordance with clause 15.1(g).

36.4 If you object to any assignment we make under this clause 36, you may terminate this Agreement with immediate effect by providing us with notice of this in writing. We will not make a charge for transferring any investments we hold for you if you terminate under this clause 36.

## 37. Miscellaneous

37.1 Our rights, remedies and powers set out in the Agreement are not exhaustive of any rights, remedies or powers provided by law. No failure to exercise or delay in exercising them shall operate as a waiver of them, nor shall any single or partial exercise of them provide any other or further exercise of them.

37.2 If, at any time, any provision of these Terms is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, then such provision or part of will, to that extent, not form part of these Terms. Neither the legality, validity or enforceability of the remaining provisions of the Terms under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

37.3 You accept that we may be closed on significant holidays within the United Kingdom or Europe. This means that we may not offer Services, in whole or in part, every day of the year. You should make yourself aware of our regular hours of business and closure schedule to avoid any service disruption or inconvenience when trading. You can establish this information by visiting our website, or by calling us at 00 (44) (0) 203 034 6401

37.4 A person who is not a party to the Agreement has no right under the Contract (Right of Third Parties) Act 1999 to enforce any part of the Agreement.

## 38. Governing Law

38.1 This Agreement is governed by and construed in accordance with the law of England and Wales. The Courts of England have exclusive jurisdiction to settle any dispute arising in connection with the Agreement and both we and you submit to the jurisdiction of the courts of England and Wales.

## SCHEDULE A: Business terms for Rolling Spot Forex.

### 1. Scope

1.1 This Schedule A supplements and amends the Terms as expressly provided below. In the event of any conflict or inconsistency between the main body of the Terms and this Schedule A the provisions in this Schedule A shall prevail.

1.2 Clauses 2 through and including 5 of this Schedule A together with the main body of the Terms shall govern the relationship between you and us when you enter into a Rolling Spot Forex Contract (defined below).

### 2. Definitions

2.1 Words or phrases defined in the main body of the Terms shall have the same meaning in this Schedule A unless otherwise defined.

2.2 In this Schedule A, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

(a) “Rolling Spot Forex Contract” means any Transaction in rolling spot foreign exchange entered into between you and us;

(b) “Swap Fee” has the meaning given to it in clause 5.4 of this Schedule A.

### 3. Opening Rolling Spot Forex Contracts

3.1 A Rolling Spot Forex Contract will only be formed when you provide an instruction to place an Order on a quote provided by us (either through the Trading Facility or via telephone), and we execute the instruction in accordance with clause 9 of the main body of the Terms.

3.2 You may cancel an Order at any time by providing notice to us (by telephone or in writing) unless and until the Order has been executed in whole or in part, only if the Order is an Entry Order. If an Order has been executed in whole or in part it will not be possible for you to cancel the Order to the extent that the Order has been executed. If an Order is a Market Order, it will not be possible for you to cancel the Order at any time.

3.3 For Accounts where you are using the Non-Hedging Setting, if you:

(a) give an Order to open a long position in relation to a currency pair on an Account where at that time you already have on that Account a short position in relation to the same currency pair; or

(b) give an Order to open a short position in relation to a currency pair where you already have a long position in relation to the same currency pair; then we will treat your instruction to open the new position as an instruction to close the existing position to the extent of the size of the new position. If the new position is greater in size than the existing position, then the existing position will be closed in full and a new Rolling Spot Forex Contract will be opened in relation to the excess size of the new position.

3.4 For Accounts where you are using the Hedging Setting, if you:

(a) give an Order to open a long position in relation to a currency pair on an Account where at that time you already have on that Account a short position in relation to the same currency pair; or

(b) give an Order to open a short position in relation to a currency pair where you already have a long position in relation to the same currency pair; then we will not treat your instruction to open the new position as an instruction to close the existing position.

### 4. Closing a Rolling Spot Forex Contract

4.1 On any Business Day on which you wish to close any Rolling Spot Forex Contract (whether in whole or in part) you may give a Closing Notice to us specifying the Rolling Spot Forex Contract you wish to close, the related currency pair, the Contract Quantity and the Closing Date.

4.2 Following receipt of a Closing Notice, we shall inform you of the Closing Price of the Rolling Spot Forex Contract and the Rolling Spot Forex Contract will be closed at that price on the Closing Date. Any amounts payable by you to us as a result of the closed Rolling Spot Forex Contract are immediately due and payable on the Closing Date. Conversely, any amounts payable by us to you as a result of the closed Rolling Spot Forex Contract will be immediately deposited into your Account on the Closing Date.

### 5. Swap

5.1 A Rolling Spot Forex Contract is generally considered an open-ended contract with no definitive close date. Open ended Rolling Spot Forex Contracts will roll over each 2.1 trading day until you instruct us to close the Rolling Spot Forex Contract (and we accept that instruction).

5.2 For the purposes of determining and fulfilling your 2.2 obligations with respect to a Rolling Spot Forex Contract, including but not limited to your Margin obligations under these Terms, a Rolling Spot Forex Contract shall be deemed to be a single Rolling Spot Forex Contract which is initiated when the Rolling Spot Forex Contract is first opened and closed when you instruct us to close the Rolling Spot Forex Contract (and we accept that instruction).

5.3 We reserve the right to discontinue a rolling Market facility at any time, on 30 days written notice to you, unless we are

required by any applicable law to discontinue it immediately, in which case we will notify you as soon as possible.

5.4 Where you enter into a Rolling Spot Forex Contract with us and you roll that contract from one day to the next, we will charge you a Roll-Over / Swap Fee relative to that Transaction, which:

- (a) will vary between currency pairs;
- (b) depend on the Contract Quantity; and
- (c) is subject to change from time to time.

The Swap Fee may be positive or negative, meaning that you will either owe money to us or receive money from us each night a Rolling Spot Forex Contract is rolled over. Details about the Swap Fee are available on the Trading Facility or our website.

5.5 Unless you close a Rolling Spot Forex Contract before 17:00 EST, we will automatically roll over such open Rolling Spot Forex Contracts on your Account to the next Business Day, and subsequently charge you the relevant Swap Fee.

—END OF SCHEDULE A—

## SCHEDULE B: Business terms for CFD's

### 1. Scope

1.1 This Schedule B supplements and amends the Terms as expressly provided below. In the event of any conflict or inconsistency between the main body of the Terms and this Schedule B the provisions in this Schedule B shall prevail.

1.2 Clauses 2 through and including 9 of this Schedule B together with the main body of the Terms shall govern the relationship between you and us when you enter into a CFD Contract (defined below).

### 2. Definitions

2.1 Words or phrases defined in the main body of the Terms shall be assigned the same meaning in this Schedule B unless otherwise defined.

2.2 In this Schedule B, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

(a) "CFD Contract" means any CFD entered into between you and us;

(b) "Financial Instrument" means an investment within articles 76 through 80 or 83 through 85 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;

(c) "Finance Charge" or "Swap Charge" means the fee charged by us to you for rolling a CFD Contract from one day to the next;

(d) "Transaction Charge" means the fee charged by us to you for opening and/or closing a CFD Contract where the Underlying Instrument is a Security.

## 3. Services

3.1 Subject to you fulfilling your obligations under the Terms, we may enter into CFD Contracts with you, the subject of such contracts relating to any Underlying Instrument offered by us from time to time.

3.2 A CFD is a cash-settled contract, which seeks to confer similar economic benefits to an investment in the relevant Underlying Instrument, without the usual costs and rights associated with an investment in the Underlying Instrument, although other costs and rights will apply to a CFD. Therefore, unless otherwise agreed in writing by us and you, you acknowledge and agree that you will not be entitled to delivery of, or be required to deliver, the Underlying Instrument to which a CFD Contract relates, nor will you acquire any interest in the relevant Underlying Instrument or be entitled to receive dividends or any equivalent thereof, to exercise voting rights, to receive any rights pursuant to any rights or bonus issue, or to participate in any placing or open offer by virtue of its CFD Contract where an Underlying Instrument is a Security. The payment of any dividend or occurrence of any rights or bonus issue, placing, open offer or take-over in respect of a CFD Contract where the Underlying Instrument is a Security, shall be dealt with in accordance with these Terms.

## 4. Capacity

4.1 When you enter into a CFD Contract with us, we deal on our own account and act as a matched principle with respect to that CFD Contract. This means that we generate the prices by matching our LPs prices at which a CFD Contract is offered, entered into and sold.

## 5. Opening CFD Contracts

5.1 A CFD Contract will only be formed when you provide an instruction to place an Order on a quote provided by us (either through the Trading Facility or via telephone), and we accept the instruction in accordance with clause 9 of the main body of these Terms.

5.2 You may cancel an Order at any time by providing notice to us unless and until the Order has been executed in whole or in part, only if the Order is an Entry Order. If an Order has been executed in whole or in part it will not be possible for you to cancel the Order to the extent that the Order has been executed. If an Order is a Market Order, it will not be possible for you to cancel the Order at any time.

5.3 For Accounts where you are using the Non-Hedging Setting, if you:

(a) give an Order to open a long position in relation to an Underlying Instrument on an Account where at that time you already have on that Account a short position in relation to the same Underlying Instrument; or

(b) give an Order to open a short position in relation to an Underlying Instrument where you already have a long position in relation to the same Underlying Instrument;

then we will treat your instruction to open the new position as an instruction to close the existing position to the extent of the size of the new position. If the new position is greater in size than the existing position, then the existing position will be closed in full and a new CFD Contract will be opened in relation to the excess size of the new position.

5.4 For Accounts where you are using the Hedging Setting, if you:

(a) give an Order to open a long position in relation to an Underlying Instrument on an Account where at that time you already have on that Account a short position in relation to the same Underlying Instrument; or

(b) give an Order to open a short position in relation to an Underlying Instrument where you already have a long position in relation to the same Underlying Instrument;

we will not treat your instruction to open the new position as an instruction to close an existing position.

5.5 We may stipulate a minimum and/or maximum Contract Quantity per Underlying Instrument from time to time and we reserve the right to vary such stipulations according to market conditions.

## 6. Closing CFD Contracts

6.1 On any Business Day on which you wish to close any CFD Contract (whether in whole or in part) you may give a Closing Notice to us specifying the CFD Contract you wish to close, the related Underlying Instrument, the Contract Quantity and the Closing Date.

6.2 Following receipt of a Closing Notice, we shall inform you of the Closing Price of the CFD Contract and the CFD Contract will be closed at that price on the Closing Date. Any amounts payable by you to us as a result of the closed CFD Contract are immediately due and payable on the Closing Date. Conversely, any amounts payable by us to you as a result of the closed CFD Contract will be immediately deposited into your Account on the Closing Date.

## CFD Contracts on Securities

7.1 Clause 7 of this Schedule B will apply to you when you enter into a CFD Contract with us, the Underlying Instrument of which is a Security.

7.2 If any Securities become subject to a dividend, stock split, reverse stock split, we shall determine in accordance with market practice the appropriate adjustment, if any, to be made

to the current Contract Value or Contract Quantity of any related CFD Contract in order to preserve the economic equivalent of the CFD Contract prior to the relevant event or to reflect the effect of the event on the relevant Underlying Instrument. Such adjustments will be effective as of the date reasonably determined by us.

7.3 A CORPORATE ACTION IS SOMETHING WHICH WILL BRING ABOUT A CHANGE TO A SECURITY, SUCH AS A RIGHTS ENTITLEMENT ISSUE. WE DO NOT PROCESS MOST CORPORATE ACTIONS. IF THERE IS A CORPORATE ACTION ON A SECURITY AND THAT SECURITY IS THE UNDERLYING INSTRUMENT OF A CFD CONTRACT YOU HAVE WITH US, UNLESS THE CORPORATE ACTION IS A DIVIDEND, STOCK SPLIT, REVERSE STOCK SPLIT, TICKER CHANGE AND/OR NAME CHANGE, YOU AGREE THAT WE MAY WITH OR WITHOUT NOTICE TO YOU CLOSE THE RELEVANT CFD CONTRACT ANYTIME WITHIN TWO DAYS OF THE EFFECTIVE DATE OF THE CORPORATE ACTION. YOU SHOULD THEREFORE MONITOR ACTIONS RELEVANT TO THE UNDERLYING INSTRUMENTS OF YOUR CFD CONTRACTS AND TAKE PROACTIVE STEPS TO MANAGE YOUR POSITIONS ACCORDINGLY.

## 8. CFD Contracts on Financial Instruments

8.1 Clause 8 of this Schedule B shall govern the relationship between you and us when you enter into a CFD Contract which has a Financial Instrument as the basis of the contract.

8.2 If at any time trading on an exchange or Market is suspended which affects the Underlying Instrument to a CFD Contract, we shall calculate the value of the CFD Contract with reference to the last traded price before the time of suspension, or the Closing Price if no trading in that Financial Instrument is undertaken during the Business Day on which a suspension occurs. In the event that the suspension continues for five (5) Business Days, we will agree with you, in good faith, a Closing Date and a value of the CFD Contract. In the absence of such agreement, the CFD Contract shall remain open in accordance with the provisions of this clause until such time as the suspension is lifted or the CFD Contract is otherwise closed.

8.3 During the term of a CFD Contract, in the event that the Underlying Instrument is suspended, we may in our reasonable discretion terminate the CFD Contract and/or to amend or vary any Margin Requirements and Margin rates for that CFD Contract. Where we do this we will give you three Business Days' notice, unless in our reasonable view immediate action is required to minimise potential detriment to you, when we will notify as soon as possible after we have taken any action.

8.4 If a Regulated Market on which a Financial Instrument is principally traded announces that pursuant to the rules of such Market the relevant shares have ceased, or will cease to be listed, traded or publicly quoted on the Market for any reason (other than a Merger Event or Take-over Offer) and are not immediately re-listed, re-traded or re-quoted on a Market or quotation system located in the same country as the Market (or where the Market is within the European Union, in any member state of the European Union), or already so issued, quoted or traded, and you have a CFD Contract relating to the affected Financial instrument, the day on which such an event occurs, or (if earlier) is announced, shall be the Closing Date. The Closing Price will be the price offered by our LPs.

## 9. CFD Contracts on Cryptocurrencies

9.1 “Cryptocurrencies” means a cryptographically encrypted digital representation of value that functions as a medium of exchange, a unit of account, and/or a store of value, does not have legal tender status in any jurisdiction and is traded on non-regulated decentralized digital exchanges. Cryptocurrencies include but are not limited to Bitcoin, Litecoin, and others.

9.2 When trading in CFD Contracts where the Underlying Instrument is a Cryptocurrency, you should be aware that the Cryptocurrencies are not recognized as Financial Instruments for the purposes of MiFID II. Cryptocurrencies are traded on non-regulated decentralized digital exchanges. Accordingly, price formation and price movements of the Cryptocurrencies depend solely on the internal rules of the particular digital exchange, which may be subject to change at any point in time and without notice. This often leads to a very high intra-day volatility in the prices of the Cryptocurrencies which may be substantially higher compared to Financial Instruments recognized under the MiFID II. Therefore, by trading CFD Contracts in Cryptocurrencies you accept a significantly higher risk of loss of your invested amounts which may occur within a very short time frame as a result of sudden adverse price movements of the Cryptocurrencies.

9.3 Due to the non-regulated nature of such exchanges, the market data and price feed information provided by such exchanges may be subject to the internal rules and practices of such exchanges which may significantly differ from the rules and practices observed by the regulated exchanges. In particular, you should be aware that the pricing formation rules of the Cryptocurrency exchanges are not subject to any regulatory supervision and may be changed at the relevant digital exchange’s discretion at any time. Similarly, such digital exchanges may introduce trading suspensions or take other actions (for example, without limitation, “fork”, discontinuation, and/or “hard fork”) that may result in suspension or cessation of trading or pricing and the price and market data feed becoming unavailable to us (herein referred to as “Disruptions”). The above Disruptions could result in material adverse effect on your open positions, including the loss of all of your invested amounts. You accept that in the event of any Disruptions we shall determine in accordance with market practice the appropriate adjustment, if any, to be made to the current Contract Value or Contract Quantity of any related CFD Contract in order to preserve the economic equivalent of the CFD Contract prior to the relevant event or to reflect the effect of the event on the relevant Underlying Instrument. Such adjustments will be effective as of the date reasonably determined by us.

## 10 Transaction Costs and /Swaps

10.1 In respect of Transactions in certain CFD Contracts, we may charge you a Transaction Charge and/or a Finance Charge. Transaction Charges will be specified in the Trading Facility. Transaction Charges and Finance Charges will be deducted from your Account as set out in clause 9.7 of this Schedule B below. You must have sufficient money on your Account at the relevant time to meet such obligations.

10.2 Where you open a CFD Contract with us and the Underlying Instrument of that contract is a Security, we will charge you a Transaction Charge to open and close the CFD Contract.

10.3 A CFD Contract is generally considered an open-ended contract with no definitive close date unless we, the Underlying Instrument or the Market otherwise requires. Both open ended

and fixed-term CFD Contracts will roll over each trading day until you instruct us to close the open CFD Contract (and we accept and act on that instruction) or the definitive close date is reached. The Contract Value of an open CFD Contract is adjusted with reference to the market price of the Underlying Instrument each trading day that a CFD Contract remains open.

10.4 For the purposes of determining and fulfilling your obligations with respect to a CFD Contract, including but not limited to your Margin obligations under these Terms, a rolling CFD Contract shall be deemed to be a single CFD Contract which is initiated when the CFD Contract is first opened and closed when you instruct us to close the open CFD Contract (and we accept and act on that instruction) or the definitive close date is reached.

10.5 We reserve the right to discontinue a rolling Market facility at any time, on 30 days written notice to you, unless we are required by any applicable law to discontinue it immediately, in which case we will notify you as soon as possible.

10.6 Where you enter into a CFD Contract with us and you roll that contract from one day to the next, we will charge you a Finance Charge relative to that Transaction, which:

- (a) will vary between Underlying Instruments;
- (b) depend on the Contract Quantity; and
- (c) is subject to change from time to time.

The Finance Charge may be positive or negative, meaning that you will either owe money to us or receive money from us each night a CFD Contract is rolled over. Details about the Finance Charge are available on the Trading Facility or our website.

10.7 Depending on the Underlying Instrument, you may incur the Finance Charge at different times. Unless you:

- (a) close a CFD Contract (the Underlying Instrument of such contract being anything other than a Security) before 17:00 EST, we will automatically roll over such open CFD Contracts on your Account to the next Business Day, and subsequently charge you the relevant Finance Charge; or
- (b) close a CFD Contract (the Underlying Instrument of such contract being a Security) before the close of the Market where the Underlying Instrument is traded, we will automatically roll over such open CFD Contracts on your Account to the following Business Day, and subsequently charge you the relevant Finance Charge.

—END OF SCHEDULE B —

(i) the pricing of the Relevant NFC Clearable Transaction by reference to the terms of such Relevant NFC Clearable Transaction immediately prior to any amendments or modifications agreed by us and you pursuant to clause 9.1(a)(i) of this Schedule C, and;

(ii) the pricing of the Relevant NFC Clearable Transaction by reference to the terms of such Relevant NFC Clearable Transaction immediately following any amendments or modifications agreed between us and you pursuant to clause 9.1(a)(i) of this Schedule C;

## SCHEDULE C: EUROPEAN MARKETS INFRASTRUCTURE REGULATION.

### 1. SCOPE.

1.1 This Schedule C only applies where you are not an individual (i.e. not a natural person).

1.2 This Schedule C supplements and amends the Terms as expressly provided below. In the event of inconsistency between the main body of the Terms and this Schedule C the provisions in this Schedule C shall prevail.

1.3 Clauses 2 through and including clause 11 of this Schedule C together with the main body of the Terms will apply to you where you are a Legal Entity and you enter into a Derivative Contract (defined below).

### 2. Definitions

2.1 Words or phrases defined in the main body of the Terms shall be assigned the same meaning in this Schedule C unless otherwise defined herein.

2.2 In this Schedule C, the following words and phrases shall, unless the context requires otherwise, have the following meanings and may be used in the singular or plural as appropriate:

(a) Affiliate means, in relation to any person:

(i). any entity controlled, directly or indirectly, by the persons, or

(ii). Any entity that controls, directly or indirectly, the person, or

(iii). Any entity directly or indirectly under the common control with the person

For this purpose 'control' of any entity or person means ownership of Majority of the voting power of the entity or person.

(b) "Agreed Process" means any process agreed between us and you, from time to time, in respect of a Dispute other than the Dispute Resolution Procedure including, without limitation, the processes in clauses 3.2 and/or 38 of the main body of the Terms;

(c) "Balancing Payment Amount" means, with respect to a Relevant NFC Clearable Transaction, the amount, if any, required to be paid between us and you (which, for the avoidance of doubt, may be payable by or to a Change of Status Party) in order to reflect the difference between:

(d) "Balancing Risk Mitigation Payment Amount" means, with respect to a Relevant NFC Non-Clearable Transaction, the amount, if any, required to be paid between us and you (which, for the avoidance of doubt, may be payable by or to a Change of Status Party) in order to reflect the difference between:

(i) the pricing of the Relevant NFC Non-Clearable Transaction by reference to the terms of such Relevant NFC non-clearable transaction immediately prior to any amendments or modifications agreed between us and you pursuant to clause 9.1 (b)(i) of this Schedule C; and

(ii). The pricing of the Relevant NFC Non-Clearable Transaction by reference to the terms of such Relevant NFC Non-Clearable Transactions immediately following any amendments or modifications agreed between us and you pursuant to clause 9.2 (b)(i) of this Schedule C;

(e) "CCP" means a central clearing house authorised under Article 14 of EMIR or recognised under Article 25 of EMIR;

(f) "CCP Service" means in respect of a CCP, an over-the-counter derivative clearing service offered by such CCP;

(g) "Change of Status Party" means you, in respect of whom the representation in clause 7.1(b) of this Schedule C proves to have been incorrect or misleading in any material respect when made (or deemed repeated) by you;

(h) "Cleared" means, in respect of a Transaction, that such Transaction has been submitted (including where details of such Transaction are submitted) to a CCP for clearing in a relevant CCP Service and that such CCP has become a Party to a resulting or corresponding transaction, as applicable, pursuant to such CCP's Rule Set;

(i) "Clearing Status Notice" means a notice in writing from you to us specifying that, in respect of such Representing Party, clause 7.1(b) of this Schedule C is disapplied and will not form part of the NFC Representation;

(j) "Commission" means the executive body of the European Union which is responsible for proposing legislation, implementing decisions, upholding the European Union's treaties and the day-to-day running of the European Union;

(k) "Data Reconciliation" means, in respect of a Party receiving Portfolio Data, a comparison of the Portfolio Data provided by the other Party against such Party's own books and records of all outstanding Relevant Transactions between the Parties in



order to identify promptly any misunderstandings of Key Terms;

(l) "Delegated Reporting Service" means the Services contemplated in clause 10 of this Schedule C;

(m) "Derivative Contract" means a financial instrument as set out in points (4) to (10) of Section C of Annex I to Directive 2004/39/EC as implemented by Article 38 and 39 of Regulation (EC) No 1287/2006;

(n) 'Dispute' means any dispute between us and you:

(i). which, in the sole opinion of the Party delivering the relevant Dispute Notice, is required to be subject to the Dispute Resolution Procedure (or other Agreed Process) pursuant to the Dispute Resolution Risk Mitigation Techniques; and

(ii) in respect of which a Dispute Notice has been effectively delivered;

(o) 'Dispute date' means, with respect to a Dispute, the date on which a Dispute Notice is effectively delivered by one Party to the other Party save that if, with respect to a Dispute, both Parties deliver a Dispute Notice, the date on which the first in time of such notices is effectively delivered will be the Dispute Date. "Dispute Notice" means a notice in writing which states that it is a dispute notice for the purposes of clauses 3 and 4 of this Schedule C and which sets out in reasonable detail the issue in dispute (including, without limitation, the Relevant Transaction(s) to which the issue relates);

(p) "Dispute Resolution Procedure" means the identification and resolution procedure set out in clause 4.1 of this Schedule C;

(q) "Dispute Resolution Risk Mitigation Techniques" means the dispute resolution risk mitigation techniques for OTC derivative transactions set out in Article 11(1)(b) of EMIR as supplemented by Article 15 of Chapter VIII of the Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 and published on 23 February 2013 in the Official Journal of the European Union;

(r) "effectively delivered" means, with respect to a Clearing Status Notice, Non-Clearing Status Notice or Non-representation Notice in the manner set out in clause 33 of the main body of the Terms (save for delivery by fax which will not be permitted in this instance), provided that delivery of a Clearing Status Notice, Non-Clearing Status Notice or Non-representation Notice will be deemed effective on the date that it is delivered, irrespective of whether such date is a Business Day;

(s) "EMIR and Supporting Regulation" has the meaning given to it in clause 5.1(a) of this Schedule C;

(t) "ESMA" means the European Securities and Markets Authority established by Regulation (EU) No 1095/2010 of the European Parliament and of the Council;

(u) "European Union" means the economic and political union established in 1993 by the Maastricht Treaty, with the aim of achieving closer economic and political union between member states that are primarily located in Europe;

(v) "Key Terms" means, with respect to a Relevant Transaction and a Party, the valuation of such Relevant Transaction and such other details the relevant Party deems relevant from time to time which may include the effective date, the scheduled maturity date, any payment or settlement dates, the notional value of the contract and currency of the Relevant Transaction, the underlying instrument, the position of the counterparties, the business day convention and any relevant fixed or floating rates of the Relevant Transaction. For the avoidance of doubt, "Key Terms" does not include details of the calculations or methodologies underlying any term;

(w) "Legal Entity" means, other than a natural person, any lawful or legally standing association, corporation, partnership, proprietorship, trust, or artificial person created by or under the authority of the laws of a state or nation, having the legal capacity to enter into agreements or contracts, assume obligations, incur and pay debts, sue and be sued in its own right, and/or to be accountable for illegal activities;

(x) "NFC Representation" means the representation set out in clause 7.1 of this Schedule C;

(y) "NFC+ Party" means you if you have effectively delivered to us a Clearing Status Notice, provided that clause 7.1(b) of this Schedule C has not subsequently been applied to you or a Non-representation Notice has not subsequently been delivered by you;

(z) "Non-Clearing Status Notice" means a notice in writing from a NFC+ Party to us specifying that, in respect of such NFC+ Party, clause 7.1(b) of this Schedule C is applied and will form part of the NFC Representation;

(aa) "Non-representation Notice" means a notice in writing from you to us specifying that, in respect of such Representing Party, clause 7.1(a) of this Schedule C and, where not already disapplied, clause 7.1(b) of this Schedule C is disapplied and does not form part of the NFC Representation;

(bb) "Party" means us and/or you, as the context so requires;

(cc) "Portfolio Data" means, in respect of a Party providing or required to provide such data, the Key Terms in relation to all outstanding Relevant Transactions between the Parties in a form and standard that is capable of being reconciled, with a scope and level of detail that would be reasonable to us if we were the receiving Party;

(dd) "Portfolio Reconciliation Requirements" means the requirements one or both Parties are subject to in accordance with the Portfolio Reconciliation Risk Mitigation Techniques;

(ee) "Portfolio Reconciliation Risk Mitigation Techniques" means the portfolio reconciliation risk mitigation techniques for OTC derivative transactions set out in Article 11(1)(b) of EMIR as supplemented by Article 13 of Chapter VIII of the Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 and published on 23 February 2013 in the Official Journal of the European Union;

(ff) "PR Due Date" means if the Portfolio Reconciliation Requirements require Data Reconciliation to occur:

(i) less than weekly, the first day of each month for the preceding month;

(ii) once per week, the last Business Day of each week for the week; or

(iii) on each business day, on each Business Day;

(gg) "Relevant NFC Clearable Transaction" means any Transaction:

(i) in respect of which the representation in clause 7.1(b) of this Schedule C was incorrect or misleading in any material respect when made (or deemed repeated) by you; and

(ii) which is subject to the clearing obligation pursuant to EMIR;

(hh) "Relevant NFC Non-Clearable Transaction" means any Transaction

(i) in respect of which the representation in clause 7.1(b) of this Schedule C was incorrect or misleading in any material respect when made (or deemed repeated) by you; and

(ii) which is subject to the Risk Mitigation Techniques;

(ii) "Relevant NFC Non-Clearable Transaction Risk Mitigation Deadline Date" means the later of:

(i) the sixth Business Day following the date on which both us and you are aware that the representation in clause 7.1(b) of the NFC Representation was incorrect or misleading in any material respect when made (or deemed repeated) by you; or

(ii) the last day of any transitional period provided in published official guidance, if any, from ESMA or the Commission in respect of the implementation of the relevant Risk Mitigation Techniques following the change in status of a non-financial counterparty (as such term is defined in EMIR) or an entity established outside the European Union that would constitute a non-financial counterparty (as such term is defined in EMIR) if it were established in the European Union from an entity not subject to the clearing obligation pursuant to EMIR to an entity subject to the clearing obligation pursuant to EMIR;

(jj) "Relevant NFC Transaction" means any Relevant NFC Non-Clearable Transaction and any Relevant NFC Clearable Transaction;

(kk) "Relevant NFC Transaction Clearing Deadline Date" means the date by which the Relevant NFC Transaction is, or was, required to be Cleared under and in accordance with EMIR;

(ll) "Relevant Transaction" means any Transaction which is subject to the Portfolio Reconciliation Risk Mitigation Techniques and/or the Dispute Resolution Risk Mitigation Techniques;

(mm) "Reporting Requirements" has the meaning given to it in clause 5.1(a) of this Schedule C;

(nn) "Representing Party" means you, provided that the NFC Representation has not subsequently been disapplied in respect of you;

(oo) "Risk Mitigation Techniques" means the risk mitigation techniques for OTC derivative transactions set out in Article 11 of EMIR as supplemented by Chapter VIII of the Commission Delegated Regulation (EU) No 149/2013 published 23 February 2013 in the Official Journal of the European Union;

(pp) "Rule Set" means, with respect to a CCP Service, the relevant rules, conditions, procedures, regulations, standard terms, membership agreements, collateral addenda, notices, guidance, policies or other such documents promulgated by the relevant CCP and amended and supplemented from time to time;

(qq) "TR" has the meaning given to it in clause 5 of this Schedule C.

### 3. Agreement to Reconcile Portfolio Data

3.1 Clause 10 of the main body of the Terms will not apply to you with respect to your Transactions that are Derivatives Contracts, instead clause 3 of this Schedule C shall apply in addition to any other provisions in other Schedules or Annexes to the Terms that are expressed to apply in place of clause 10 of the main body of the Terms or any part thereof.

3.2 We and you agree to reconcile portfolios as required by the Portfolio Reconciliation Risk Mitigation Techniques. We will provide you with Portfolio Data and general account information through the Trading Facility and/or Secure Access Website. Account information will usually include Confirmations with ticket numbers, purchase and sale rates, used Margin, amounts available for margin trading, statements of profits and losses, current open and pending positions and any other information as required by the FCA Rules. Updated Account information will generally be available no more than twenty-four hours after any activity takes place on your Account.

3.3 You acknowledge and accept that the posting of Confirmations within the Account information will be deemed delivery of trading Confirmations by us to you. You may request receipt of Confirmations in hard copy or via email at any time by submitting a written request to our Compliance Officer by email to (Compliance@ogm.market). Confirmations shall, in the absence of Manifest Error or grossly obvious inaccuracies, be conclusive and binding on you, unless you notify us of its rejection in writing within the time frames stipulated in Article 11(1)(a) of EMIR as supplemented by the Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 and published on 23 February 2013 in the Official Journal of the European Union (as the same may be amended or re-enacted from time to time) of:

(a) the posting by us of the Confirmation within the Trading Facility and/or Secure Access Website where you have not elected to receive trade confirmations in hard copy or via email; or

(b) dispatch of the Confirmation to you in hard copy or via email, where you have elected to receive Confirmations in hard copy or via email, or if we notify you of an error in the Confirmation within the same period.

3.4 Through the Trading Facility and/or Secure Access Website, you can generate daily, monthly and yearly reports of your Account. The provision of Account information coupled with your ability to generate such reports will be deemed delivery of Account Statements by us to you. You have an obligation to generate your own Account Statement at least once a month, to be done on the first day of each month for the preceding month and to perform a Data Reconciliation on each PR Due Date. You may request receipt of Account Statements in hard copy or via email at any time by submitting a written request to our Compliance Officer by email at (Compliance@ogm.market).

3.5 Account Statements other than Account Statements subject to a Data Reconciliation pursuant to clause 3.4 of this Schedule C shall, in the absence of Manifest Error or grossly obvious inaccuracies, be conclusive and binding on you, unless you notify us of your rejection in writing within three Business Days of:

(a) the first day of each month (such rejection to pertain to the previous month in accordance with your obligations under this clause 3.5 of this Schedule C) where you have not elected to receive Account Statements in hard copy or via email; or

(b) dispatch of the Account Statement to you in hard copy or via email, where you have elected to receive Account Statements in hard copy or via email, or if we notify you of an error in the Account Statement within the same period.

3.6 Account Statements subject to a Data Reconciliation pursuant to clause 3.4 of this Schedule C shall, in the absence of Manifest Error or grossly obvious inaccuracies, be conclusive and binding on you, unless you notify us of one or more discrepancies which you determine, acting reasonably and in good faith, are material to the rights and obligations of the Parties in respect of one or more Relevant Transactions in writing within five (5) Business Days of:

(a) the PR Due Date (such discrepancies to pertain to the previous month in accordance with your obligations under this clause 3.5 of this Schedule C) where you have not elected to receive Account Statements in hard copy or via email; or

(b) dispatch of the Account Statement to you in hard copy or via email, where you have elected to receive Account Statements in hard copy or via email.

3.7 Where you notify us of a discrepancy in accordance with and within the time frame prescribed by clause 3.6 of this Schedule C, you and we will consult with each other in an attempt to resolve such discrepancies in a timely fashion for as long as such discrepancies remain outstanding, using, without limitation, any applicable updated reconciliation date produced during the period in which such discrepancy remains outstanding.

3.8 Without prejudice to clause 8.4 of the main body of the Terms, if you experience technical difficulties with either the Trading Facility or Secure Access Website when performing your obligations under this clause 3 of this Schedule C, you may request receipt of a Confirmation or Account Statement and/or notify us of a rejection of a Confirmation or Account Statement or a discrepancy in an Account Statement, by

contacting our Compliance Officer via email at Compliance@ogm.market.

3.9 If we or you believe, acting reasonably and in good faith, that the Parties are required to perform Data Reconciliation at a greater or lesser frequency than that being used by the Parties at such time, the relevant Party will notify the other Party of such in writing, providing evidence on request. From the date such notice is effectively delivered, such greater or lesser frequency will apply and the first following PR Due Date will be the earlier of:

(a) the date agreed between us and you, or

(b) the last Business Day in the relevant Portfolio Reconciliation period (being either a month, week or single day as applicable), such period to start on the date that the Parties last performed a required Data Reconciliation.

## 4. Dispute Identification and Resolution Procedure

4.1 You and we agree that each of us will use the following procedure to identify and resolve Disputes between us:

(a) either Party may identify a Dispute by sending a Dispute Notice to the other Party. Each Dispute Notice will be effectively delivered if delivered in accordance with clause 33 of the main body of the Terms;

(b) on or following the Dispute Date, the Parties will consult in good faith in an attempt to resolve the Dispute in a timely manner, including, without limitation, by exchanging any relevant information and by identifying and using any Agreed Process which can be applied to the subject of the Dispute or, where no such Agreed Process exists or the Parties agree that such Agreed Process would be unsuitable, determining and applying a resolution method for the Dispute; and

(c) with respect to any Dispute that is not resolved within thirty (30) Business Days of the Dispute Date, refer issues internally to the appropriate senior members of staff of such Party or of its Affiliate, adviser or agent in addition to actions under clause 4.1(b) of this Schedule C (including actions under any Agreed Process identified and used under clause 4.1(b) of this Schedule C) and to the extent such referral has not occurred as a result of action under clause 4.1(b) of this Schedule C (including any Agreed Process).

4.2 We and you each agree that, to the extent the Dispute Resolution Risk Mitigation Techniques apply to each of us and you, it will have internal procedures and processes in place to record and monitor any Dispute for as long as the Dispute remains outstanding.

4.3 Clauses 3 and 4 of this Schedule C and any action or inaction of either Party in respect of it are without prejudice to any rights or obligations the Parties may possess in respect of each other under any Agreed Process or other contractual agreement, by operation of law or otherwise. Action or inaction by a Party in respect of clauses 3 and 4 of this Schedule C will not be presumed to operate as an exercise or waiver, in whole or part, of any right, power or privilege such Party may possess in respect of each other under any Agreed Process or other contractual agreement, by operation of law or otherwise. In particular, but without limitation,

(a) any valuation in respect of one or more Relevant Transactions for the purposes of clauses 3 and 4 of this Schedule C will be without prejudice to any other valuation with respect to such Relevant Transaction(s) made for collateral, close out, dispute or other purpose;

(b) the Parties may seek to identify and resolve issues and discrepancies between themselves before either Party delivers a Dispute Notice; and

(c) nothing in clauses 3 and 4 of this Schedule C obliges a Party to deliver a Dispute Notice following the identification of any such issue or discrepancy (notwithstanding that such issue or discrepancy may remain unresolved) or limits the rights of the Parties to serve a Dispute Notice, to commence or continue an Agreed Process (whether or not any action under clause 4.1 of this Schedule C has occurred) or otherwise to pursue any dispute resolution process in respect of any such issue or discrepancy (whether or not any action under clause 4.1 of this Schedule C has occurred).

## 5. Confidentiality Waiver

5.1. Notwithstanding anything to the contrary in these Terms or in any non-disclosure, confidentiality or other agreement between the us and you, we and you each hereby consent to the disclosure of information:

(a) to the extent required or permitted under, or made in accordance with, the provisions of EMIR and any applicable supporting law, rule or regulation ("EMIR and Supporting Regulation") which mandate reporting and/or retention of transaction and similar information or to the extent required or permitted under, or made in accordance with, any order or directive in relation to (and including) EMIR and Supporting Regulation regarding reporting and/or retention of transaction and similar information issued by any authority or body or agency in accordance with which the other Party is required or accustomed to act ("Reporting Requirements"); or

(b) to and between your (in the case of us) or our 5.4 (in the case of you) head office, branches or Affiliates, or any persons or entities who provide services to you (in the case of us) or us (in the case of you) or its head office, branches or Affiliates, in each case, in connection with such Reporting Requirements.

5.2 You and we each acknowledge that pursuant to EMIR and Supporting Regulation, regulators require reporting of trade data to increase market transparency and enable regulators to monitor systemic risk to ensure safeguards are implemented globally.

5.3 You and we each further acknowledge that disclosures made pursuant hereto may include, without limitation, the disclosure of trade and trader information including your identity (by name, address, corporate affiliation, identifier or otherwise) to any trade repository registered in accordance with Article 55 of EMIR or recognised in accordance with Article 77 of EMIR or one or more systems or services operated by any such trade repository ("TR") and any relevant regulators (including without limitation, the European Securities and Markets Authority and national regulators in the European Union) under EMIR and Supporting Regulation and that such disclosures could result in certain anonymous transaction and pricing data becoming available to the public. We and you

further acknowledge that, for purposes of complying with regulatory reporting obligations, you (in the case of us) or us (in the case of you) may use a third party service provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators. You and we each also acknowledge that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing Party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as the counterparty's home jurisdiction. For the avoidance of doubt,

(a) to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits you or us to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by each Party for purposes of such law;

(b) any agreement between the Parties to maintain confidentiality of information contained in these Terms or in any non-disclosure, confidentiality or other agreement shall continue to apply to the extent that such agreement is not inconsistent with the disclosure of information in connection with the Reporting Requirements as set out herein; and

(c) nothing herein is intended to limit the scope of any other consent to disclosure separately given by you to us or by us to you.

5.4. The consenting Party represents and warrants that any third party to whom it owes a duty of confidence in respect of the information disclosed has consented to the disclosure of that information.

## 6. Remedies for Breach

6.1. Without prejudice to the rights, powers, remedies and privileges provided by law, failure by you to take any actions required by or to otherwise comply with clauses 3 and 4 of this Schedule C or any inaccuracy of the representation and warranty in clause 5 of this Schedule C, in either case, will not constitute an Event of Default.

## 7. NFC Representation

7.1 You represent to us on each date and at each time on which you enter into a Transaction (which representation will be, subject to clause 8 of this Schedule C, deemed to be repeated by you at all times while such Transaction remains outstanding) that:

(a) you are either:

(i) a non-financial counterparty (as such term is defined in EMIR); or

(ii) an entity established outside the European Union that, to the best of its knowledge and belief, having given due and proper consideration to its status, would constitute a non-financial counterparty (as

such term is defined in EMIR) if it were established in the European Union; and

(b) you are not subject to a clearing obligation pursuant to EMIR (or, in respect of an entity under clause 7.1(a)(ii) of this Schedule C above, would not be subject to the clearing obligation if it were established in the European Union) in respect of such Transaction. For the purposes of this clause 7.1(b) of this Schedule C, it is assumed that the Transaction is of a type that has been declared to be subject to the clearing obligation in accordance with Article 5 of EMIR and is subject to the clearing obligation in accordance with Article 4 of EMIR (whether or not in fact this is the case), and that any transitional provisions in EMIR are ignored.

## 8. Status and Change of Status

8.1. From and including the time at which you have effectively delivered to us a Clearing Status Notice, to but excluding the time at which you have effectively delivered to us a Non-Clearing Status Notice, clause 7.1(b) of this Schedule C is disapplied and does not form part of the NFC Representation in respect of you.

8.2. From and including the time at which the NFC+ Party has effectively delivered to us a Non-Clearing Status Notice, clause 7.1(b) of this Schedule C is applied and will form part of the NFC Representation in respect of the Party which has effectively delivered such Non-Clearing Status Notice.

8.3 From and including the time at which you have effectively delivered to us a Non-representation Notice, clause 7.1(a) of this Schedule C and, where not already disapplied, clause 7.1(b) of this Schedule C is disapplied and does not form part of the NFC Representation in respect of you.

## 9. Breach of NFC Representation

9.1 If the representation in clause 7.1(b) of this Schedule C proves to have been incorrect or misleading in any material respect when made (or deemed repeated) by you, the Parties will use all reasonable efforts, negotiating in good faith and a commercially reasonable manner, to:

(a) if the Relevant NFC Transaction Clearing Deadline Date has not occurred in relation to any Relevant NFC Clearable Transaction,

(i) agree, implement and apply any amendments or modifications to the terms of such Relevant NFC Clearable Transaction and/or to take any steps, as applicable, to ensure that such Relevant NFC Clearable Transaction is Cleared by the Relevant NFC Transaction Clearing Deadline Date, including any amendments, modifications and/or steps, as applicable, to ensure the payment of any Balancing Payment Amount under clause 9.1(a)(ii) of this Schedule C; and

(ii) agree the Balancing Payment Amount, if any, payable between the Parties and the date on which any such Balancing Payment Amount is to be paid; or

(b) where clause 9.1(a) of this Schedule C does not apply:

(i) agree, implement and apply any amendments or modifications to the terms of any Relevant NFC Non-Clearable Transaction, or to any related processes, and/or to take any steps to ensure that the relevant Risk Mitigation Techniques are adhered to in respect of each such Relevant NFC Non-Clearable Transaction from, and including, the Relevant NFC Non-Clearable Transaction Risk Mitigation Deadline Date, including any amendments, modifications and/or steps, as applicable, to ensure the payment of any Balancing Risk Mitigation Payment Amount under clause of this Schedule C; and

(ii) agree the Balancing Risk Mitigation Payment Amount, if any, payable between the Parties and the date on which any such Balancing Risk Mitigation Payment Amount is to be paid.

9.2 We and you agree that, in addition to those events provided at clause 23 of the main body of the Terms, each and any of the following shall constitute an Event of Default:

(a) subject to clause 9.5 of this Schedule C, any Relevant NFC Clearable Transaction is not Cleared by the Relevant NFC Transaction Clearing Deadline Date (including, without limitation, as a result of the Relevant NFC Transaction Clearing Deadline Date occurring before the date on which both we and you are aware that the NFC Representation in respect of such Relevant NFC Clearable Transaction was incorrect or misleading in any material respect); or

(b) the Risk Mitigation Techniques are not adhered to in respect of any Relevant NFC Non-Clearable Transaction by the Relevant NFC Non-Clearable Transaction Risk Mitigation Deadline Date.

9.3 Without prejudice to the rights, powers, remedies and privileges provided by law, neither the making by you of an incorrect or misleading NFC Representation nor your failure to take any actions required by clause 9.1(a) of this Schedule C to negotiate in good faith and a commercially reasonable manner will constitute an Event of Default under the Terms.

9.4 Failure by us, for whatever reason, to take any action required by clause 9.1 of this Schedule C will not prevent us designating an event of default as a result of the occurrence of any of the events provided in clause 9.2 of this Schedule C.

9.5 With respect to a Relevant NFC Clearable Transaction and without prejudice to clause 9.2(b) of this Schedule C, in the event that the Parties have taken action under clause 9.1 of this Schedule C to ensure that such Relevant NFC Clearable Transaction is Cleared by the Relevant NFC Transaction Clearing Deadline Date but such Relevant NFC Clearable Transaction is not Cleared by the Relevant NFC Transaction Clearing Deadline Date for reasons set out in any execution and give-up agreement (howsoever described) between the Parties, the consequences of such Relevant NFC Clearable Transaction not being Cleared by the Relevant NFC Transaction Clearing Deadline Date will be the consequences set out in the relevant execution and give-up agreement (howsoever described) between the Parties and clause 9.2(a) of this Schedule C will not apply.

## 10 Delegated Reporting Services

10.1 Where you are required to report your trades in Derivatives Contracts under EMIR and Supporting Regulations,

we and you may agree from time to time for us to report your trades in Derivatives Contracts with us to the relevant TR on your behalf (“Delegated Reporting Service”). The provisions of this clause 10 of this Schedule C shall apply to you where you subscribe to our Delegated Reporting Service.

10.2 By subscribing to our Delegated Reporting Service, you authorise us to report your trade-related data to any TR of our choosing on your behalf. Unless we and you otherwise agree, you acknowledge and accept that you are responsible for obtaining a Legal Entity Identifier (“LEI”) or an interim pre-LEI at your own cost, and for providing that LEI or pre-LEI to us as soon as possible but in no event later than fifteen (15) calendar days following a request from us to provide such details. We may terminate your participation in the Delegated Reporting Service immediately upon notice to you if you fail to provide the relevant information to us in accordance with this clause 10.2 of this Schedule C.

10.3 We will only report client trades where we directly face you, which means that we will not report trades executed through a central counterparty or intercompany trades.

10.4 Either you or we may terminate your subscription to the Delegated Reporting Service. You may do so by notifying us by email at Compliance@ogm.market that you no longer wish to utilise the Delegated Reporting Service with termination to take effect anytime within two (2) Business Days following our receipt of the notice. We may terminate your participation in the Delegated Reporting Service by notifying you at least five (5) Business Days before your use of the service is to cease. We may suspend the Delegated Reporting Service at any time with notice to you where we reasonably believe that it is in your best interests to suspend such service.

10.5 We shall, at all times, perform our obligations and exercise discretion under this clause 10 of this Schedule C with reasonable care, provided that we shall not be required to do or cause to be done anything which:

(a) is not permitted or is otherwise contrary to or inconsistent with the operating procedures of any third party service provider or any TR (including any decision by a third party service provider or any TR not to permit us to submit relevant data in accordance with these Terms); or

(b) is contrary to any law, rule or regulation or we are otherwise prevented from doing by any law, rule or regulation.

10.6 Notwithstanding any other provision of these Terms but subject to the remaining provisions of this clause 10 of this Schedule C, we will not have any liability to you (or any person claiming under or through you) whether in contract, tort (including negligence), breach of statutory or regulatory duty or otherwise, for any losses arising directly from, or in connection with:

(a) our provision of, or your use of, the Delegated Reporting Service;

(b) any acts, omissions or failures of any third party, including but not limited to any third party service provider or a TR (including any decision by a third party service provider or a TR not to permit us to submit relevant data via the third party service provider or to a TR on your behalf);

(c) our performance of our obligations or exercise of our rights under this clause 10 of this Schedule C;

(d) the failure of any platform, system, interface or other technology, including any internal platform, system, interface or other technology, which we use or intend to use in the performance of our obligations or exercise of our rights under this clause 10 of this Schedule C; or

(e) a third party accessing or intercepting any of your information or data,

except to the extent that such losses are due to the gross negligence, willful default or fraud on our part. You agree that we will not have any liability to you for any indirect or consequential loss or damage or for any direct or indirect loss of business, profits, anticipated savings or goodwill.

11. Calculation and Collection of Variation Margin Under Regulation (EU) 2016/2251.

11.1 Our Margin Requirement for each Margined Transaction is a percentage of the notional value of the relevant Margined Transaction, calculated at the time the Margined Transaction is opened (initial Margin requirement) and on a real-time continuous basis thereafter as the notional value of the Margined Transaction fluctuates (ongoing margin requirement). Your and our respective rights and obligations regarding Margin are set out in clause 20 of the main body of the Terms and nothing in this clause 11 is intended to supersede or alter those rights and obligations.

11.2 In order to meet your ongoing Margin requirement, you may need to deposit variation Margin with us. We calculate variation Margin (as defined by Article 1 of Commission Delegated Regulation (EU) 2016/2251) as the amount you are required to deposit, as needed, to bring the funds in your Account (taking into consideration P&L) to the then current ongoing Margin Requirement since the last time P&L on your Account was calculated. We calculate variation Margin on a real-time continuous basis using prices provided by independent third parties. Unless otherwise agreed between us and you, you will deposit and we will collect variation Margin on the terms set out in clauses 14 and 20 of the main body of the Terms.

—END OF SCHEDULE C—

## 4. Representation, Warranties and Covenants

4.1 You represent and warrant to us as of the effective date of this Agreement and, in the case of the representation and warranty in (v) of this Clause 4.1 relating to the entering into of Transactions, as of the date of entering into each Transaction governed by these terms that: (i) you have authority to enter into this Agreement; (ii) the persons entering into the Agreement on your behalf have been duly authorised to do so; (iii) this Schedule D and the Agreement as supplemented and amended hereby and the obligations created under the same are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any other agreements to which you are bound; (iv) no Event of Default or Potential Event of Default has occurred and is continuing with respect to you; and (v) you act as principal and sole beneficial owner (and not as trustee) in entering into these terms and each and every Transaction governed by our Agreement.

4.2 You covenant to us that: (i) you will at all times obtain and comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required to enable it lawfully to perform its obligations under this agreement; and (ii) you will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to yourself or any Credit Support Provider.

## 5. Termination and Liquidation

5.1 Subject to clauses 5.2 and 5.9 of this Schedule D, if at any time an Event of Default occurs then, in addition and without prejudice to any rights or remedies that we may have under the Terms we may, by notice to you, specify a date (the "Liquidation Date") for the termination and liquidation of Transactions in accordance with the provisions of Clause 5.3 of this Schedule D.

5.2 Subject to Clause 5.3 of this Schedule D and if the laws of any of Austria, the Bahamas, Bahrain, Brazil, Bulgaria, China, Chile, Egypt, Germany, Gibraltar, Japan, Jordan, Macau, Monaco, Portugal or Switzerland are applicable to you, as reasonably determined by us, upon the occurrence of any Event of Default specified in clauses 23.1(d), (e) and (f) of the main body of the Terms and any additional applicable Events of Default referred to in Clause 23.3 of the main body of the Terms shall automatically constitute a Liquidation Date, without the need for any notice by us and to the intent that the provisions of Clause 5.3 of this Schedule D shall then apply.

5.3 Upon the occurrence of a Liquidation Date:

(a) neither of us shall be obliged to make any further payments or deliveries under any Transactions governed by the Agreement, which would, but for this Clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount;

(b) we shall (on, or as soon as reasonably practicable after, the Liquidation Date) determine (discounting if appropriate), in respect of each Transaction governed by the Agreement, our total cost, loss or, as the case may be, gain, in each case expressed in the Base Currency as specified by the parties in the Terms (and, if appropriate, including any loss of bargain,

## SCHEDULE D: MASTER NETTING AGREEMENT

### 1. INTRODUCTION

1.1 This Schedule D supplements and amends the Terms as expressly provided below. In the event of any conflict or inconsistency between the main body of the Terms and this Schedule D the provisions in this Schedule D shall prevail.

#### Definitions.

2.1 Words or phrases defined in the main body of the Terms shall be assigned the same meaning in this Schedule D unless otherwise defined herein.

2.2 In this Schedule D, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

(a) "Liquidation Date" has the meaning given to it in Clause 5.1 of this Schedule D; and

(b) "Liquidation Amount" has the meaning given to it in Clause 5.7 of this Schedule D.

### 3. Settlement and Exchange or Clearing Organisation Rules

3.1 Unless a Liquidation Date has occurred or has been effectively set, we will not be obliged to make any payment or delivery scheduled to be made by us under a Transaction governed by the Agreement for so long as an Event of Default or Potential Event of Default with respect to you has occurred and is continuing.

3.2 Unless otherwise agreed in writing between us, if we enter into any Transaction governed by this Agreement to close out any existing Transaction between us then each of our obligations under such Transactions shall automatically and immediately be terminated upon entering into the second Transaction, except for any settlement payment due from one of us to the other in respect of such closed-out Transactions.

3.3 These terms shall not be applicable to any Transaction to the extent that action which conflicts with or overrides the provisions of this Agreement has been started in relation to that Transaction by a relevant exchange or clearing organisation under applicable rules or laws and is continuing.

cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position), as a result of the termination, pursuant to the Agreement, of each payment or delivery which would otherwise have been required to be made under such Transaction (assuming satisfaction of each applicable condition precedent and having due regard to, if appropriate, such market quotations published on, or official settlement prices set by, a relevant exchange or clearing organisation as may be available on, or immediately preceding, the date of calculation); and

(c) we shall treat each cost or loss to us, determined as above, as a positive amount and each gain by us, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the "Liquidation Amount").

5.4 If the Liquidation Amount determined pursuant to Clause 5.3 of this Schedule D is a positive amount, you shall pay it to us and if it is a negative amount, we shall pay it to you. We shall notify you of the Liquidation Amount, and by which party it is payable, immediately after the calculation of such amount.

5.5 The amount payable by one party to the other pursuant to the provisions of Clause 5.4 of this Schedule D, or any applicable laws or regulations, shall be paid in the Base Currency by the close of business on the Business Day following the completion of the termination and liquidation under Clause 5.3 of this Schedule D, or any laws or regulations having a similar effect, (converted as required by applicable law into any other currency, any costs of such conversion to be borne by, and (if applicable) deducted from any payment to, you). Any such amount which is not paid on the due date therefore shall bear interest in accordance with the Terms.

5.6 For the purposes of any calculation hereunder, we may convert amounts denominated in any other currency into the Base Currency at such rate prevailing at the time of the calculation as we shall reasonably select.

5.7 Our rights under this Clause 5 shall be in addition to, and not in limitation or exclusion of, any other rights which we may have (whether by agreement, operation of law or otherwise).

5.8 The Terms, this Schedule D and the terms of the Transactions constitute a single agreement and each and all Transactions are entered into in reliance upon the fact that such agreement and all such terms constitute a single agreement.

5.9 In addition, if we reasonably determine that you are subject to any of the laws of other jurisdictions or any such laws are otherwise applicable to you.

## 6. Set-Off and Application of Client Money

6.1 If there is an Event of Default or this Agreement terminates, we may, set off Margin owed by us to you against any and all obligations owed by you to us as they become due and payable to us under or in respect of the Agreement or any Transaction and we shall be obliged to pay to you (or entitled to claim from you, as appropriate) only the net balance after all such obligations have been taken into account. The net amount, if any, payable between us following such set-off,

shall take into account the Liquidation Amount payable under Clause 5 of this Schedule D. For these purposes, we may ascribe a commercially reasonable value to any amount which is contingent or which for any other reason is unascertained.

6.2 As a continuing security for the payment and discharge of your obligations under or in respect of the Agreement or any Transaction you grant to us, with full title guarantee, a first fixed security interest in all your money that we may cease to treat as Client Money in accordance with the Client Money Rules. You agree that we shall be entitled to apply that money in or towards satisfaction of all or any part of such obligations which are due and payable to us but unpaid.

6.3 In addition, if we reasonably determine that you are subject to any of the laws of other jurisdictions or any such laws are otherwise applicable to you, then such laws will prevail and be applicable to you accordingly.

—END OF SCHEDULE D—



