



Terms of Business

1 COMMENCEMENT

- 1.1 The term "Agreement" hereunder shall mean collectively these Terms of Business, the Schedules, and any accompanying documents which incorporate this Agreement by reference. This Agreement supersedes any previous agreement between you and Kyte Broking Limited (hereinafter "KBL") on the same subject matter. This Agreement shall apply to all transactions contemplated under this Agreement.
- 1.2 This Agreement, as amended from time to time, defines the basis upon which KBL will provide you with certain services and states the terms and conditions under which you enter into this relationship with KBL. If KBL make any material change to this Agreement, KBL will give at least three (3) business days' written notice to you. Such amendment will become effective on the date specified in the notice. Unless otherwise agreed, an amendment will not affect any outstanding order or transaction or any legal rights or obligations which may already have arisen. By using our services you acknowledge, represent and confirm that you are authorised to bind your company to this Agreement.
- 1.3 This Agreement constitutes the entire agreement between KBL and yourselves and supersedes any prior agreement relating to the terms set out in this Agreement or any prior declaration or statement KBL may have made in respect of these. Where you have been advised that Societe Generale, London Branch (SG) shall provide settlement and associated services to you in the context of Brokerage Services, you hereby i) consent to KBL passing information to SG to the extent necessary for the provision of such settlement and associated services and to the extent permitted by applicable law ii) consent to KBL instructing SG to open accounts for you at SG and iii) confirm that you will transfer relevant KBL commission to SG which will onward pass such commission to KBL.
- 1.4 By entering into a transaction with KBL you acknowledge that you have read, understood, accept and agree to be bound by the terms and conditions of this Agreement, any accompanying documents which incorporate this Agreement by reference, and all applicable laws and regulations. By entering into a transaction on KBL's OTF you acknowledge agreement to membership, and that that you have read, understood, accept and agree to the Supplement to the Terms of Business: OTF Rules.
- 1.5 You hereby represent that you understand and acknowledge that failure to comply with this Agreement may mean that KBL suffers irreparable injury for which monetary damages alone may not be an adequate remedy. You hereby agree that in the event of non-compliance with this Agreement, KBL will be entitled to specific performance and injunctive and/or other equitable relief as a remedy in addition to and not in lieu of any appropriate relief in the way of monetary damages.

2 REGULATION

- 2.1 Kyte Broking Limited (registered number 02781314) is authorised and regulated by the Financial Conduct Authority

("FCA") under FRN: 174863 with its registered office at 55 Baker Street, London W1U 8EW, United Kingdom. KBL is a member of the National Futures Association ("NFA") under NFA ID: 0288293.

- 2.2 Kyte Broking Limited LEI: **1ZU7M6R6N6PXYJ6V0C83**

- 2.3 Website: www.kytebroking.com

3 OUR SERVICES

- 3.1 KBL hereby agrees to provide reception and transmission, arrangement and/or execution-only brokerage services (electronic & voice) (the "Brokerage Services") in certain financial markets. KBL may enter into transactions as an agent on behalf of you or as a matched principal in its provision of Brokerage Services. The services to be provided may be revised from time to time and as agreed between KBL and yourselves. KBL also operates an Organised Trading Facility ("OTF") in certain financial instruments.
- 3.2 Information on products covered under KBL Brokerage Services and applicable risk disclosures are set out in Schedule 1 to this Agreement. Please read this information carefully.

4 YOUR CLASSIFICATION

- 4.1 For the purposes of the FCA rules, and based on the information available to us, KBL shall treat you as a Professional Client or an Eligible Counterparty (each as separately advised) for the purpose of FCA rules and have assumed for any business that you undertake with KBL, that you have the expertise and knowledge of those products and are also aware of the associated risks involved. You have the right to request a different client categorisation. If you have been categorised as an Eligible Counterparty, KBL will not be required by regulatory rules to provide certain protections granted to Professional Clients. If you request to be categorised as a Retail Client thereby requiring a higher level of regulatory protection, KBL will not be able to provide Brokerage Services to you. You agree and acknowledge that you are responsible for keeping KBL informed about any change that could affect your categorisation as a Professional Client or Eligible Counterparty.

5 ADVICE

- 5.1 We deal on an execution only basis and will not provide any personal recommendation to you in respect of, nor provide any advice to you on the merits of any transaction in financial products. Accordingly, you should make your own assessment of any transaction that you are considering and should not rely on any information, proposal or other communication from us as being a personal recommendation or advice in relation to that transaction.
- 5.2 We will have no obligation with respect to the suitability of a transaction for you. Any generic information, market

commentary, trading recommendations (whether oral or written) that may be given by us shall be incidental to the provision of Brokerage Services and be given without representation, warranty or guarantee as to the accuracy or completeness of such information.

6 INVESTMENT OBJECTIVES, RESTRICTIONS AND DECISIONS

6.1 Unless otherwise advised in writing, you confirm that your objectives are based upon either:

- (a) hedging current exposures;
- (b) maximising income; or
- (c) long term capital growth.

6.2 Unless otherwise advised in writing, KBL shall assume that there are no restrictions to the type of transactions that KBL may enter into with you or the markets upon which transactions may be effected.

7 AUTHORITY AND INSTRUCTIONS

7.1 You may communicate your dealing instructions to KBL verbally or electronically. If you give KBL instructions, such instructions must be received by KBL during normal business hours allowing sufficient time for KBL to act upon them. You agree that acceptance of an instruction to withdraw or amend an existing instruction is always subject to our receiving and confirming such instruction in time for the appropriate action to be taken. You agree that KBL may in its absolute discretion, refuse to accept an order or any other instruction.

7.2 KBL may act upon any instruction which it reasonably believes to have been given by an authorised representative of you. No liability shall attach to KBL if an instruction which it has accepted and acted upon as bona fide is subsequently discovered to have been forged, falsified or amended without your authority.

7.3 When KBL accepts a dealing instruction from you, KBL will seek to action it as soon as reasonably practicable in the circumstances. Where you place a client limit order with KBL in shares which are admitted to trading on a regulated market or traded on a trading venue and that order is not immediately executed under prevailing market conditions, KBL shall take measures to facilitate the earliest possible execution of that order by making public immediately that order in a manner which is easily accessible to other market participants unless you expressly instruct KBL otherwise. Such instruction may be upon provision of the relevant dealing instruction or alternatively communicated in advance as applicable to certain or all such dealing instructions.

7.4 In accepting your orders KBL does not represent or warrant that it will be possible to execute such order or that execution will be possible according to your instructions. KBL shall carry out an order on your behalf only when the relevant market is open for dealings, and KBL shall deal with any instructions received outside market hours as soon as possible when that relevant market is next open for business (in accordance with the rules of that market).

7.5 You confirm that, where provided, you have read and agree to our order execution policy. This policy may be updated from time to time and is available on our website. KBL will consider the continued placement of orders by you to constitute your continued consent to our order execution policy.

7.6 KBL may aggregate your order with our own account orders and orders of other clients. You hereby understand and accept that by combining your orders with those of other clients KBL must reasonably believe that this is in the overall best interests of our

clients. However, aggregation may result in you obtaining a less favourable price in relation to a particular order.

8 OUR CHARGES

8.1 KBL charges a brokerage fee for its Brokerage Services (the "Fee"). Fees will be levied in accordance with our rates in effect at the time the Fees are incurred and may be incorporated as a spread within the execution price. Any alteration to these Fees will be notified to you at or before the time of the change.

8.2 KBL may share our Fees with intermediaries introducing business to KBL, or receive remuneration from, intermediaries to whom KBL introduces business. In such cases KBL will procure disclosure of the existence, nature and amount of such fees or method of calculation thereof.

8.3 All Fees payable by you shall be due upon receipt of the applicable invoice, without set-off, counterclaim or deduction. KBL will not be held liable for trade differences that arise as a result of confirmations or monthly summaries not being checked on a prompt basis by you.

8.4 All Fees are exclusive of any applicable taxes for which you shall be additionally liable at the applicable rates from time to time (if applicable).

8.5 As a result of default in KBL receiving payment of an invoice or settlement of a transaction in accordance with this Agreement, KBL have absolute discretion, without prior reference, to, inter alia, offset, or net balances against any other balance, transaction, settlement or sum outstanding with KBL.

9 REPORTING TO YOU

9.1 In respect of a verbal notification or confirmation, you will be deemed to have received a trade confirmation, or other notification, from KBL at the time of the conversation between KBL and yourself concerning the trade in question. In the case of an electronic notification or confirmation, you will be deemed to have received a trade confirmation, or other notification, from KBL upon receipt from the relevant confirmation system and in any case not more than 24 hours from the time of despatch.

9.2 You will notify KBL as soon as practicable, but no later than 24 hours after receipt of such notice as set out in clause 9.1, if you are not in agreement with any trade confirmation or other notification from KBL provided that if the day following the day of receipt of such notice is not a trading day, you will notify KBL on the next trading day. In the absence of such notification by you, the trade confirmation or notification will be binding on you.

10 CONFLICTS OF INTEREST

10.1 We and any person connected with us may have material interests in, or conflicts of interest or duties in relation to any transactions effected with or for you.

10.2 KBL will take all appropriate steps to identify, prevent or manage conflicts of interest in accordance in an equitable manner as consistent with its internal Conflicts of Interest Policy. A summary of KBL's Conflicts of Interest Policy is available on the KBL website.

11 REPRESENTATIONS

11.1 You represent, warrant and undertake to KBL, both at the date of this Agreement and at the time of any transaction KBL may enter into with or for you the following:

- (a) you have full power and authority to enter into this Agreement and to instruct KBL to execute or arrange any

transaction in investments as set out herein and to perform all your obligations hereunder;

- (b) you have adequate resources to enter into and perform any such transaction which you decide to undertake;
- (c) all information you have given, or shall give, to KBL is true, accurate and complete as of the date of this Agreement and at the time of any transaction and any changes to such information will be promptly notified to KBL;
- (d) you will ensure that all relevant investments or any documents of title and/or transfer forms and/or any relevant payments are delivered, paid or transferred to KBL, or to whomever KBL may direct, in sufficient time on or before the contractual settlement date to enable KBL to settle the transaction in accordance with market requirements;
- (e) KBL are not obliged to settle any transactions whether KBL are acting as principal or agent, or account to you unless and until KBL (or our settlement agents) have received all necessary documents or cleared funds. Our obligations to deliver investments to you, or to your portfolio, or to account to you for the proceeds of the disposal of investments, are conditional upon prior receipt by KBL of appropriated documents or cleared funds from you;
- (f) you will indemnify KBL and our employees and agents against any cost, loss, liability, penalty or expense arising from your failure to deliver securities, currencies or funds to KBL when they fall due;
- (g) when you enter into transactions with KBL, unless otherwise agreed in writing, you and only you will contract as a counterparty and no party other than yourself has or will have any interest in any transaction or in any account that KBL holds on your behalf; and
- (h) when you enter into transactions pursuant to the provision of direct market access ("DMA") or direct electronic access ("DEA") services of KBL, you will observe and comply with all exchange and regulatory rules (where appropriate) and you will indemnify KBL and our employees and agents against any cost, loss, liability, penalty or expense arising from your failure to do so.
- (i) following KBL notifying you of the execution of any In-Scope Transaction (being any transaction which you undertake with or through KBL which is within scope of Article 5(1) CSDR, except where an exemption under Article 2 of the Settlement Discipline RTS (being the Commission Delegated Regulation (EU) 2018/1229 as it may be modified from time to time)) you agree to provide KBL with a written allocation containing all the information referred to in Article 2 of the Settlement Discipline RTS. Such allocation will be provided to KBL within the timeframes stipulated in that Article. You agree that when you send KBL written allocations under this Clause, this also constitutes written confirmation of your acceptance of the terms of the In-Scope Transaction.
- (j) KBL shall confirm receipt of the written allocation and written confirmation referred to in clause 11 (i) within the timeframe provided under Article 2 of the Settlement Discipline RTS.
- (k) you shall not be required to provide the written allocation referred to in clause 11 (i) if you grant access to, or otherwise make available to KBL, on an ongoing basis, the information referred to in Article 2 of the Settlement Discipline RTS.
- (l) KBL may be debited cash penalties or receive payments of cash penalties (together "Penalty Amounts") in

connection with In-Scope Transactions that fail to settle or settle late. Notwithstanding any other provision the Agreement, you and KBL agree that the parties may each initiate bilateral claims to recover Penalty Amounts that they have been debited and for which they were not at fault. All such bilateral claims between the parties (including those resulting from a refusal to accept a partial settlement or a late request to amend settlement instructions), shall be processed in accordance with the guidelines issued by the Association for Financial Markets in Europe ("AFME") entitled "CSDR Settlement Discipline Penalties Market Practice for Bilateral Claims" (as same may be amended).

12 DISCLOSURE

- 12.1 You consent to disclosure by KBL to the FCA, the NFA (or any successor to the FCA or NFA), any relevant exchange, or any other regulatory body or authority in the United Kingdom or elsewhere and to any of our associated companies of such information relating to services provided to you pursuant to this Agreement as may be requested by them or KBL may otherwise be required to disclose.

13 CONFIDENTIALITY

- 13.1 Both parties hereto shall, except as required by relevant legislation, governing authority with jurisdiction or regulation, keep confidential all information relating to this Agreement (including the Fee), and any other confidential or proprietary information which one party may become aware about the other party, except to the extent that such information has become public knowledge, otherwise than in breach of this Agreement, or disclosure is required by law, or a relevant regulatory body, or disclosure is made in confidence to each party's professional advisors.
- 13.2 You agree, however, that KBL may disclose information to other companies in our group and that KBL and they may disclose it to those who provide services to KBL or act as our agents.

14 DATA PROTECTION

- 14.1 Before providing KBL with any information relating to identifiable living individuals in connection with this Agreement you should ensure that those individuals are aware of our identity and that KBL may use their information for the following purposes:
 - (a) Complying with internal policies and applicable laws related to anti-money laundering, anti-corruption, anti-bribery, anti-tax evasion, anti-fraud and the prevention of financial crime.
 - (b) Verifying the data accuracy.
 - (c) Communications for marketing purposes and for the facilitation of account maintenance.
- 14.2 The administration of your account may involve disclosure of individuals' information as discussed in clause 12 above and transfer of their information to any country, including countries outside the European Economic Area which may not have strong data protection laws. You should ensure that such individuals are notified have rights of access to, and correction of, their information which they may exercise by contacting KBL in writing.
- 14.3 You may have rights of access to some or all of the information KBL holds about you, to have inaccurate information corrected and to tell KBL that you do not wish to receive marketing information, under data protection law. If you wish to exercise any of these rights, please contact KBL in writing.

15 TELEPHONE RECORDING

15.1 In accordance with applicable regulations, KBL may record all telephone conversations in both the front and back office with or without the use of a warning tone. These recordings shall remain the property of KBL and may be retained at our discretion (subject always to applicable law), but shall at all times remain subject to the confidentiality provisions contained in this Agreement and shall not be disclosed without your prior written consent (except to the extent that you have provided KBL with prior consent, the information is already in the public domain, or KBL are required to disclose the information by any market or regulatory organisation or court of law having jurisdiction over KBL, the disclosure is necessary to carry out our obligations under this Agreement or the disclosure is made to branches, offices, associated companies or KBL's professional advisors or agents).

15.2 You agree that all telephone recordings may be used as evidence in the event of a dispute. Such recordings will be accepted by you as conclusive evidence of instructions received from you.

16 LIABILITY

16.1 KBL shall not be liable for any loss of opportunity whereby the value of your securities may have been increased nor for any reduction in the value of your securities as a result of market movements.

16.2 You are responsible for payment of all taxes (UK or foreign) that may arise in respect of any transaction or other matter that is the subject of this Agreement, whether under current or changed law or practice. KBL shall not be responsible for notifying you of any change in tax law or practice.

16.3 Neither KBL nor any person connected with KBL nor any of our agents shall be under any liability whatsoever for any loss or damage sustained by you as a result of or in connection with the Brokerage Services to which this Agreement applies and the provisions of this Agreement except insofar as and then only to the extent that such direct loss or damage is caused by our negligence or wilful default, or any failure to comply with all applicable regulation and legislation.

16.4 Except to the extent mandated by applicable law, KBL shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition, or other term, or any duty at common law, or under the express terms of this Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses, or other claims (caused by negligence or otherwise) which arise out of or in connection with the provision of the nature of the services provided by KBL to you and our entire liability and/or in connection with this Agreement shall not exceed the amount of the Fees payable for the provision of the applicable transaction in question.

16.5 KBL shall not be liable to you or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any obligations in relation to the Brokerage Services provided by KBL, if the delay or failure was due to any cause beyond our reasonable control.

16.6 Without prejudice to the foregoing, you irrevocably and unconditionally agree to indemnify and hold harmless KBL and our agents on demand and keep KBL fully and effectively indemnified (whether before or after termination of this Agreement) against any claims, liabilities or expenses of any kind which may be incurred by KBL as a direct result of our acting under this Agreement (including all costs of investigation and defence) and other damages that directly derive from the failure to comply or any breach by you or by any of your agents or delegates of this Agreement. However, this indemnity shall not apply to any loss or liability to the extent it arises or results

from our negligence or wilful default or any contravention by KBL of the regulatory rules to which KBL may be subject.

17 ILLEGALITY

17.1 If any provision or term of this Agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from this Agreement and shall be deemed to be deleted and not form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected provided always that, if any such deletion substantially affects or alters the commercial basis of this Agreement, KBL reserve the right to amend and modify the provisions and terms of this Agreement in such fashion as may be necessary or desirable in the circumstances.

18 ASSIGNMENT

18.1 You may not assign any of your rights or obligations under this Agreement to any other person without the prior written consent of KBL. KBL may assign its rights or obligations to associated companies or to any person or entity who may acquire the whole or any part of our business or assets.

19 TIME OF THE ESSENCE

19.1 Time shall be of the essence with respect to any payment, delivery or other obligation you may have to KBL under this Agreement.

20 FORCE MAJEURE

20.1 KBL shall not, in the absence of fraud, negligence and wilful default, be in breach of our obligations under this Agreement if in our reasonable opinion, there is any total or partial failure of performance of our duties and obligations occasioned by any act of God, fire, act of government or state, act or acts of terrorism, war, civil commotion, insurrection, embargo, inability to communicate with the market or market participants for whatever reason, failure of any computer dealing or settlement system, prevention from, interruption or hindrance in obtaining any energy or other supplies, interruption of power supply or electronic, communication or information system, labour disputes of whatever nature or late or mistaken delivery or payment by any bank or counterparty or any other reason (whether or not similar in kind to any of the above) beyond our control.

21 TERM AND TERMINATION

21.1 This Agreement shall commence upon you providing instructions to act to KBL and shall remain in full force and effect until terminated in accordance with the provisions detailed herein.

21.2 You may terminate this Agreement at any time by written notice to KBL subject to your having no outstanding obligation to KBL. KBL may terminate this Agreement at any time by written notice to you.

21.3 Termination shall not affect your obligation to settle transactions effected prior to the date of termination and shall not prejudice any right, remedy or obligation that may already have arisen. KBL shall also continue to have the right to disclose information where required to a United Kingdom or overseas regulator.

21.4 Any termination will be without prejudice to the accrued rights and remedies of you and KBL arising under this Agreement and this Agreement shall continue to apply until all transactions are closed.

22 DEFAULT

22.1 If, at any time, KBL have any reason to believe that you may be unable or unwilling to meet any liabilities which you have

incurred to KBL, or which KBL may have incurred on your behalf or to comply with any obligations under this Agreement, KBL shall be entitled (and are irrevocably authorised by you) to take all or any of the following actions without prior notice to you:

- (a) sell any investments bought on your behalf but for which you have not paid on or before the relevant settlement day;
- (b) close or rescind open positions;
- (c) take any other steps (whether or not similar to the above) KBL may consider to be necessary to meet any obligations which you have to comply with under the terms of this Agreement, or otherwise to protect our position; and
- (d) reject any transaction which you place with KBL for execution.

Any costs or losses incurred by KBL in effecting any or all of clause 22.1 (a), (b) or (c) will be paid by you to KBL.

of or in relation to this Agreement shall be governed by and construed and enforced in accordance with English law.

22.2 Any restrictions on our power to sell or otherwise deal with assets of yours charged to KBL or held by KBL, contained in the Law of Property Act 1925 or any other applicable laws are, to the extent permitted by law, excluded.

23 THIRD PARTY RIGHTS

23.1 This Agreement shall be for the benefit of and binding upon both you and KBL and our respective successors and assigns. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999.

24 COMPLAINTS AND DISPUTES

24.1 If for any reason a conflict or dispute arises between us in relation to our services, KBL will endeavour to resolve these informally. If however such resolution is not possible and you wish to make a formal complaint, this should be made in writing on a timely basis addressed at first instance to our compliance officer. Your formal complaint will then be investigated internally.

25 NOTICES

25.1 All notices between KBL and yourselves shall be in writing and may be served personally, by first class post, or delivered by confirmed electronic or digital means to KBL at the address set out at the head of this Agreement or as KBL may provide in writing from time to time.

25.2 With the exception of dealing instructions to KBL (which must be communicated in accordance with clause 7) all notices shall be deemed given on the date personally given, 1 business day after having been posted as specified, or when an electronic or digital confirmation has been received.

26 EXCLUSIVE JURISDICTION

26.1 You agree that the Courts of England are to have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with this Agreement. Nothing contained in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction.

27 GOVERNING LAW

27.1 The provisions of this Agreement, including without limitation, disputes relating to any non-contractual obligations arising out

Schedule 1

RISK DISCLOSURE STATEMENTS

This notice summarizes the nature of, and principal risks associated with financial products which KBL may provide as part of its Brokerage Services under this Agreement. These disclosures cannot disclose all risks inherent in the financial instruments. You should not deal in these products unless you fully understand the nature and extent of your exposure to risk. You should also be satisfied that the product is suitable and appropriate for you in light of your circumstances and financial position.

INVESTMENT RISKS

Market Risk: is the risk that the value of a portfolio will decrease due to the change in value of the market factors such as stock prices, interest rates, exchange rates and commodity prices. In case of a negative fluctuation in prices, investors in financial instruments run the risk of losing part or all of their invested capital.

Systemic Risk: is the risk of collapse of the entire market or the entire financial system. It refers to the risks imposed by interdependencies in a system or market, where the failure of a single entity or cluster of entities can cause a cascading failure, which could potentially bring down the entire system or market.

Credit Risk: is the risk of a borrower's failure to repay a loan or otherwise meet a contractual obligation (i.e. failure to pay interest to bond holders). Credit risk is closely tied to the potential return of an investment, the most notable being that the yields on bonds correlate strongly to their perceived credit risk.

Settlement Risk: is the risk that a counterparty does not deliver a security or its value in cash per agreement when the security was traded after the other counterparty or counterparties have already delivered security or cash value per the trade agreement. This risk is limited where the investment involves financial instruments traded in regulated markets because of the regulation of such markets. This risk increases in case the investment involves financial instruments traded outside regulated markets or where their settlement takes place in different time zones or different clearing systems.

Liquidity Risk: is the risk stemming from the lack of marketability of an investment that cannot be bought or sold quickly enough to prevent or minimize a loss. Liquidity risk becomes particularly important to investors who are about to hold or currently hold an asset, since it affects their ability to trade.

Operational Risk: is the risk of business operations failing due to human error. Operational risk will change from industry to industry, and is an important consideration to make when looking at potential investment decisions. Industries with lower human interaction are likely to have lower operational risk.

Political Risk: is the risk that an investment's returns could suffer as a result of political changes or instability in a country. Instability affecting investment returns could stem from a change in government, legislative bodies, other foreign policy makers, or military control.

FUTURES AND OPTIONS

Futures and Forwards: Transactions in futures and forwards involve the obligation to make or take delivery of the underlying asset of the contract at a future date. These carry a higher degree of risk than their equivalents traded on a spot basis. Futures markets are characterized by the ability to use high leverage or "gearing" meaning that a relatively small fluctuation in the price of the underlying asset may lead to a disproportionately larger fluctuation (favourable or unfavourable) in the price of the future or forward.

Options: Options are financial derivatives that offer the buyer the right, but not the obligation, to buy (call) or sell (put) a security or other financial instrument at an agreed price (strike price) during a certain period of time or on a specific date (exercise date).

Buying options: Buying options involves less risk than selling options because if the price of the underlying asset moves against you, you can simply allow the option to expire. The maximum loss is limited to the premium plus any commission or other transaction charges.

Selling (writing) options: If you sell (or write) an option, the risks involved are considerably greater than buying options as the loss sustained may be multiples of the premium received. Writing options entail a legal obligation to buy or sell the underlying asset if the option is exercised irrespective of how far the market may have moved away from the exercise price. If you already own the underlying asset which you are contracted to sell then the risk is reduced. If you don't already own the underlying asset then the downside risk is potentially unlimited.

OTC DERIVATIVES

Whilst some OTC derivatives markets are highly liquid, transactions involving OTC derivatives may involve higher risk than exchange traded derivatives due to a relative lack of liquidity given there is no ready market on which to close out a position. It may be difficult to liquidate or price an existing position arising from an OTC derivative transaction or to assess exposure to risk. Bid and ask prices in these products may not be readily quoted and where they are, it may be difficult to establish a fair price.

Unlike exchange traded derivatives which may provide clearing house "guarantee", OTC derivative products bear counterparty risk given the fact that a bank, broker or other counterparty may fail to meet its obligations under the terms of the OTC derivative contract due to an event of default.

CASH EQUITIES

Cash equities represent ownership in the share capital of a company. Investors are exposed to all major investment risks outlined above and in particular to market risk. It must be emphasized that there are no guarantees when it comes to individual stocks. Some companies pay out dividends, but many others do not. Without dividends, an investor can make profit on a stock only through its price appreciation in the open market. On the downside, in case of the company's insolvency, the investor may lose the entire value of his investment.

CASH BONDS

All debt instruments are potentially exposed to the market risk types, in particular credit risk and interest rate risk. Debt securities may be subject to the risk of the issuer's inability to meet principal and/or interest payments on the obligation and may also be subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer, general market liquidity, and other economic factors, amongst other issues. When interest rates rise, the value of corporate debt securities can be expected to decline. Fixed-rate transferable debt securities with longer maturities/lower coupons tend to be more sensitive to interest rate movements than those with shorter maturities/higher coupons.

STRUCTURED PRODUCTS

These products are designed to provide you with an agreed level of income or growth over a specified investment period. The return of the capital you initially invested may be linked to the performance of an index, a "basket" of selected stocks or other factors. If the product has performed within specified limits, you will be repaid the capital you initially invested but if not, you could lose some or all of your initial capital. Investing in these products can put the capital you initially invested at risk. These products are not 100% protected.

The range of products may include those where the return is linked to an index or indices, a basket of securities or other specified factors which relate to one or more of the following: equity or debt securities, interest rates, currency exchange rates or commodities. Some of the products include an element of principal protection, at a level which is stated at the time of the initial investment, so that on maturity of the investment you are assured of the return, at a minimum, of the stated proportion of your initial capital invested (subject always to the

credit of the issuer of the product). In respect of some products which include an element of principal protection, the return of the stated proportion of your initial capital invested may depend on a pre-agreed level of performance being achieved or the product being held to maturity. If the performance is not attained or the product is not held to maturity the element of principal protection will not apply. Different products involve different levels of exposure to risk (and reward) and in deciding whether to trade in such products you should be aware of the following points:

- a) There is no guarantee that all of the initial capital invested by you will be returned to you on maturity of the investment. You may therefore get back a lesser amount than you originally invested.
- (b) These investments may involve a degree of gearing or leverage, so that a relatively small movement in the relevant index/indices, basket or other specified factor(s) results in a disproportionately large movement, unfavourable or favourable, in the amount paid out to you on maturity of the investment.
- (c) Investments linked to the performance of an index do not include an allowance for any return or reinvestment of dividend income from the underlying constituents of the index.
- (d) If you decide to redeem or sell the investment before its stated maturity, you may not gain the maximum benefit of the investment and may receive a poor return or less than the initial capital invested. Early redemption penalties may be applicable in some circumstances.
- (e) The initial capital you invest may be placed into high risk investments such as non-investment grade bonds/instruments linked to commodities or indices on commodities.
- (f) The stated rate of growth or income in relation to an investment may depend on specified conditions being met, including the performance of the relevant index/indices, basket of selected stocks or other specified factor(s).
- (g) You should not deal in these investments unless you are prepared to sustain a loss of the money you have invested (a loss which may be total or may be partial as specified in the relevant terms and conditions) plus any commission or other transaction charges.

STOCK LENDING AND REPO (REPURCHASE) AGREEMENTS

The term "repo" refers to a sale and repurchase transaction. The effect of lending securities to a third party is to transfer title to them to the borrower (or repo purchaser) for the period that they are lent. At the end of the period, subject to default of the borrower (or repo purchaser), the lender (or repo seller) receives back securities of the same issuer and type. The borrower's (or repo purchaser's) obligation to transfer equivalent securities is secured against collateral (which is usually transferred by a title transfer mechanism pursuant to market standard agreements). There is, accordingly, credit risk. Lending securities may affect your tax position. We do not provide tax or legal advice.

As a result of lending securities you will cease to be the owner of them, although you will have the right to reacquire at a future date equivalent securities (or in certain circumstances their cash value or the proceeds of redemption). However, except to the extent that you have received collateral, your right to the return of securities is subject to the risk of insolvency or other non-performance by the borrower. Since you are not the owner during the period securities are lent out, you will not have voting rights nor will you directly receive dividends or other corporate actions although you will normally be entitled to a payment from the borrower equivalent to the dividend you would otherwise have received and the borrower will be required to account for you for the benefit of corporate actions. Full details will be contained in any stock lending agreement you enter into and the above description is subject to the terms of any such document.