

SMBC NIKKO CAPITAL MARKETS LIMITED
100 Liverpool Street, London EC2M 2AT, United Kingdom
Telephone: +44 (0) 20 4507 1000

SMBC DERIVATIVE PRODUCTS LIMITED
100 Liverpool Street, London EC2M 2AT, United Kingdom
Telephone: +44 (0) 20 4507 1000

December 2022

Dear Client

Note of certain changes to Standard Terms of Business – Amendment Notice

As an existing client, our relationship with you is governed by our Standard Terms of Business for equities and fixed income securities and customised over the counter derivatives (the "**Standard Terms of Business**" or the "**Terms**").

This Amendment Notice is to inform you of certain amendments to the Terms. This is primarily to take into account amendments to reflect administrative changes and changes arising from Brexit and new regulations. The main amendments are to:

- **include details of our new registered office address;**
- **make certain consequential changes following the United Kingdom's exit from the European Union; and**
- **introduce provision for possible cash penalties or penalty credits incurred under the EU Central Securities Depository Regulation (CSDR).**

Other than as set out herein, no other changes to the Terms are being effected.

Where there are several terms of business between us, references to the "Terms" shall be construed to mean each of them. Reference to this Amendment Notice includes the Annex.

Please read the following carefully:

The Annex shall supplement and form part of the Terms. In the event of any conflict between the contents of the Annex and the pre-existing contents of the Terms, the contents of the Annex shall prevail and the Terms shall be construed accordingly.

Any use of defined terms in the Annex shall have the meaning given to them in the Terms.

If in the unlikely event that the numbering in the Annex differs from your Terms (notwithstanding that the Annex changes the numbering of the Terms), please interpret this in accordance with the Clause subject titles provided.

This Amendment Notice shall be governed by, and construed in accordance with, the governing law of the Terms.

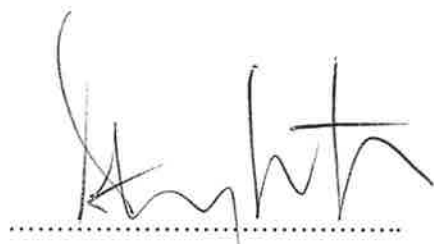
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Yours faithfully

Antony Yates

President and Chief Executive Officer



For and on behalf of
SMBC NIKKO CAPITAL MARKETS LIMITED
SMBC DERIVATIVE PRODUCTS LIMITED

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ANNEX

Amendments to Standard Terms of Business

In accordance with Clause 33.3, we hereby give notice that the Terms are amended as follows.

1. In the first paragraph, line 2, the address "One New Change, London, EC4M 9AF" is deleted and replaced with "100 Liverpool Street, London, EC2M 2AT, United Kingdom".
2. In Clause 6.3 (*Appropriateness*), the reference to "Non-complex Instruments" is deleted and replaced with "Non-Complex Financial Instruments".
3. In Clause 9.1 (*Execution Policy*), the first sentence is deleted and replaced with the following sentence:

"Under the rules of the FCA (in particular, COBS 11.2A.20) UK firms are required to establish and implement an order execution policy which demonstrates how they meet the requirement to obtain the best possible result when executing, receiving and transmitting client orders."
4. In Clause 9.1 (*Execution Policy*), the reference to "EMIR" is deleted and replaced with "UK EMIR or EU EMIR".
5. In Clause 15.3 (*Payment and Delivery*), the reference to "LIBOR" is deleted and replaced with "the Bank of England's base rate".
6. In Clause 16.2 (*Position Limits*), the reference to "close out" is deleted and replaced with "Close Out".
7. In Clause 22.2 (*Reporting Trading Information*), the reference to "Article 26 MiFIR" is deleted and replaced with "SUP 17A of the FCA Handbook".
8. In Clause 22.6 (*Reporting Trading Information*), the reference to "Article 4 of MiFID2 RTS 22" is deleted and replaced with "SUP 17A of the FCA Handbook".
9. In Clause 29.2 (*Fees, Charges and Payments*), the reference to "MiFID2" is deleted and replaced with "the rules of the FCA".
10. In Clause 31.3(c) (*Confidentiality and Privacy*), is amended as follows: the first reference to "EEA" is replaced with "United Kingdom or the EEA", the first reference to "United Kingdom" is replaced with "United Kingdom or the EEA" and the reference to "European Commission" is replaced with "UK Information Commissioner's Office or the European Commission, as applicable".

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11. After Clause 33 (*General*), the following new Clause 34 is inserted, and subsequent clauses are re-numbered accordingly.

"Clause 34. Cash Penalties and Penalty Credits

In connection with the requirements of the EU CSDR, we may be charged cash penalties ("**Cash Penalties**") or receive payments of cash penalties ("**Penalty Credits**") in connection with our provision of investment services to you which relate to a transaction executed by you that fails to settle ("**Settlement Fails**"). Unless otherwise agreed with you, we may, at our discretion, charge you an amount up to any Cash Penalties we incur for Settlement Fails or make a payment to you in connection with a Penalty Credit, in each case, that may arise in connection with transactions executed by you."

12. In renumbered Clause 35 (*Interpretation*), the following defined terms are deleted: Applicable Regulator; EEA; EMIR; EU Market Abuse Regulation; Execution Venue; MiFID2; MiFIR; Non-complex Instrument; Securities Financing Transaction; and Systematic Internaliser.

13. In renumbered Clause 35 (*Interpretation*), the following defined terms are inserted in alphabetical order:

"Applicable Regulator means the FCA or any other relevant regulatory authority regulating us and/or you in any jurisdiction."

"EEA means the European Economic Area from time to time which currently comprises the member states of the European Union, and Iceland, Liechtenstein and Norway."

"EMIR means, as applicable:

- Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (**EU EMIR**); and

- Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (**UK EMIR**)."

"EU CSDR means Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories."

"Execution Venue means a trading venue (or its operator), a Systematic Internaliser or a market maker or liquidity provider (each within the meaning contemplated under the FCA Handbook)."

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"**FCA Handbook** means the handbook of rules and guidance issued by the FCA from time to time."

"**Non-Complex Financial Instrument** means a financial instrument which is considered non-complex for the purposes COBS 10.4.1R of the FCA Handbook."

"**SUP** means the Supervision Sourcebook of the FCA Handbook."

"**Systematic Internaliser** has the meaning given to it in the Glossary of the FCA Handbook."

14. In renumbered Clause 35.2 (*Interpretation*), the following new sub-clause (a) is inserted and the subsequent sub-clauses are re-lettered:

"(a) references to the singular includes the plural and *vice versa*;"

15. In Clause 2 (*Bonds*) of Schedule 1, (*Risk Factors and Warnings*), the reference to "London Interbank Overnight Rate (LIBOR)" is deleted and replaced with "Sterling Overnight Index Average (SONIA), amongst others".

16. Clause 8 (*Clearing house protections*) of Schedule 1 (*Risk Factors and Warnings*) is deleted and replaced with the following:

"8. Clearing house protections

On many exchanges, the performance of a transaction is 'guaranteed' by the exchange or clearing house. However, this guarantee is unlikely in most circumstances to cover you, the client, and may not protect you if we or another party defaults on its obligations to you. Additionally, in relation to Derivatives Business, Transactions are not executed on any exchange or through any clearing house; although if required by EU EMIR or UK EMIR, Transactions will be cleared through a central counterparty."

