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## FSN ACCESS TERMS

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These terms govern the provision by FIS to Client of the automated routing system known as FSN that, among other things, enables financial institutions to electronically exchange trading information (“**Trade Data**”) with their broker(s). Trade Data may include indications of interest messages (“**IOIs**”), orders for the purchase or sale of securities (“**Orders**”) and allocation instructions with respect to executed Orders. Client desires to utilize the FSN in order to exchange Trade Data with certain financial institutions or brokers. In the event of a conflict between these terms and the Agreement, these terms shall take precedence in respect of FSN service only. Capitalized terms used in these FSN Access Terms shall have the meanings ascribed to them in the Agreement, unless otherwise defined herein.

### 1. DEFINED TERMS.

1.1 “**Client’s System**” means the electronic system used by Client to receive and execute orders received from Customers or to send Orders and exchange Trade Data with the Broker, which can be either: (i) a proprietary trading system owned by Client or licensed to Client by a third party; or (ii) a trading software system licensed by FIS or its Affiliate to Client.

1.2 “**Broker**” means a broker-dealer that has been designated by Client to receive and exchange Trade Data with Client and (i) who is in possession of FIS proprietary software licensed, including FSN, under a license and/or FSN services agreement entered between such entity and FIS or an FIS Affiliate, and (ii) who has executed an agreement with Client for the purpose of executing Orders received from Client via FSN.

1.3 “**Customer**” means an entity: (i) who is already in possession of a FIS solution, including FSN, under a license agreement entered between such entity and FIS or an FIS Affiliate (an “**Existing Customer**”); or (ii) who is identified by Client as a Customer in writing to FIS (email is sufficient, to be sent to the email address provided by FIS) provided that Client assumes responsibility for the Customer pursuant to Section 4 below (a “**New Customer**”); in each case, who has executed an agreement with Client for the purpose of sending trades to Client to be executed by Client using Client’s System and the related Trade Data.

### 2. SERVICES AND RESPONSIBILITIES.

2.1 INTERFACE. FIS will set up an interface so that Client can connect Client’s System to FSN (the “**Interface**”).

#### 2.2 ACCESS TO FSN.

2.2.1 FSN shall be accessible to Client and its Customers or Brokers in order to facilitate the exchange of Trade Data between Client and its Customers or Brokers. FIS shall operate FSN in order to enable ongoing access to FSN as described herein.

2.2.2 Only those Customers or Brokers identified in writing in advance by Client (email is sufficient) will be enabled by FIS to exchange Trade Data with the Client via FSN.

2.2.3 Client shall be responsible for ordering, installing, and maintaining, at its expense, all necessary communication lines between the Client’s System and the FIS hub from which Client will be connected to FSN.

2.2.4 FSN merely provides electronic access between Client and Customers or Brokers, for the purpose of exchanging Trade Data. FIS is not undertaking to manage money, providing investment advice or recommending Client or its services to any third party.

2.2.5 OPERATING PROCEDURES. Trade Data shall be routed via FSN between Client, its Customers or Brokers in accordance with the following procedures:

(a) Trade Data shall be routed by account between Client and Customers or Brokers and based on the account information provided to FIS by Client, Customer or Brokers.

(b) Client shall confirm all Orders placed via FSN in accordance with its usual business practices.

(c) FIS relies on third party service and system providers over which FIS has no control to provide access to FSN and to facilitate the exchange of Trade Data between Client and Customers or Brokers. FIS cannot guarantee that Client and Customers or Brokers will be able to exchange Trade Data via FSN at all times; provided, however, that, if at any time such third party service and system providers experience difficulties that impact accessibility to or reliability of FSN, FIS shall promptly notify Client of the same and shall use reasonable efforts to reinstate accessibility and reliability as soon as reasonably practicable.

(d) ACCURACY OF TRADE DATA. FIS bears no responsibility for the accuracy, validity, authenticity, or completeness of the Trade Data exchanged between Client and Customers or Brokers via FSN.

(e) REGULATORY OBLIGATIONS. Client shall be responsible for all regulatory obligations related to the opening of Customer’s accounts or Accounts (as defined in Section 3 below), and the subsequent trading of



securities, including compliance with applicable Laws relating to money laundering, obtaining account opening (including pre-approvals, if applicable), suitability reviews, trade monitoring and reporting, delivery of all required disclosure documentation, confirmation delivery, and retention of records, and shall abide by all rules and regulations related to marketing and solicitation.

(f) **TRANSACTIONS.** The terms and conditions of any trade or transaction made on or evidenced by FSN between Client and a Customer or Broker are governed by any agreements, written or oral, between Client and such Customer or Broker. All transactions made on or evidenced by FSN will be settled directly between Client and the relevant Customer or Broker in accordance with such agreements. FIS shall have no obligation with respect to the terms, or settlement, of such transactions.

(g) **RECORDS.** Client and its Customers or Brokers shall be responsible for all requisite record keeping in connection with their use of FSN, including, to the extent appropriate, data file back-ups and maintenance.

### **3. ADDITIONAL TERMS APPLICABLE TO CLIENT WHERE CLIENT EXCHANGES TRADE DATA WITH BROKERS.**

3.1 **AVAILABLE BROKERS.** Client may access FSN to exchange Trade Data with any Broker identified to Client by FIS from time to time as accessible via FSN. Client hereby accepts FIS has entered into a contract(s) with each Broker pursuant to which FIS shall provide Trade Data routing services via FSN for the benefit of such Broker and its customers, and Broker shall execute Orders placed with such Broker, and properly handle all other Trade Data received, via FSN. While FIS has the capability to route all types of Trade Data via FSN, Client accepts FIS is only required to route Trade Data to a particular Broker via FSN if such Broker has agreed to receive such type of Trade Data. The selection of a Broker is at the sole discretion of Client. FIS makes no recommendations hereby regarding the performance, reliability, or relative cost of any Broker available via FSN. Each Order placed with a Broker via FSN shall be processed in accordance with such Broker's ordinary and customary procedures for execution and/or cancellation of trades.

3.2 **ACCOUNTS.** Client shall open an account or accounts (each, an "**Account**") with each Broker with which Client desires to exchange Trade Data. Client shall complete all documentation required by each such Broker in order to properly establish each such Account. FIS shall obtain from Broker, and verify with Client, all new Account information to assure its accuracy. Until an Account has been properly established by Client with a particular Broker and all Account information has been confirmed, Client shall not be permitted to exchange Trade Data with such Broker via FSN. Client shall provide to FIS such information, as FIS shall reasonably request regarding the Client's authority to act and invest on behalf of each Account in accordance with the Agreement.

### **4. REPRESENTATIONS AND WARRANTIES.** Client represents and warrants to FIS that:

4.1 it has all licenses, authorizations and consents necessary or appropriate to its activities undertaken on or through FSN pursuant to applicable Law;

4.2 the execution, delivery and performance by Client of the Agreement will not violate any provision of current Law or any agreement or instrument to which Client is a party or by which Client is bound;

4.3 it has, or shall, obtain all requisite authorizations from each Customer or Broker with which it exchanges Trade Data to properly handle and process the Trade Data received;

4.4 it assumes responsibility for New Customer's access to and use of FSN to exchange Trade Data consistent with the Agreement. Client acknowledges that it is its responsibility to obtain and verify appropriate account identification information about such New Customer;

4.5 it is capable of making independent investment decisions on behalf of the Accounts and of independently evaluating investment risk;

4.6 it is not relying on FIS for any investment advice or recommendations in connection with the Orders placed via FSN, nor is Client relying on FIS in selecting a Broker with which to place its Orders; and

4.7 it understands that, if at any time Client cannot access FSN or exchange Trade Data with a Broker via FSN or becomes aware of accessibility or reliability problems involving FSN, Client must exchange its Trade Data with its Broker of choice via facsimile, telephone, or other alternative means of communication to avoid potentially detrimental movements in the market.

### **5. OBLIGATIONS OF CLIENT FOR ANTI-MONEY LAUNDERING.** Client represents and warrants that:

5.1 Client has established and maintains an Anti-Money Laundering ("**AML**") Policy and Program that, at a minimum, includes written policies, procedures and internal controls reasonably designed to prevent, detect and report money laundering, terrorist financing and other illegal activity under applicable money laundering Laws, adequately trains staff, follows international recommendations with regard to sanctions against persons and entities, and performs



appropriate due diligence to identify each client and his/her/its source of wealth, and that meets the requirements of the anti-money laundering Laws currently in force in the jurisdiction(s) where Client conducts business. In addition, Client's ultimate parent company has in place a Group anti-money laundering policy, covering its branches and subsidiaries which includes at a minimum written policies, procedures, and internal controls reasonably designed to prevent and detect money laundering, and a "Know Your Customer" process consistent with Laws applicable to Client. Client follows the Group anti-money laundering policy;

5.2 in accordance with its AML Policy and Program, designed to combat money laundering, it has identified all clients/counterparties/beneficial owners (where applicable) on behalf of whom Client acts when using FSN;

5.3 in the event of any inquiry from the law enforcement agencies or regulators, copies of relevant client documents referred to above shall be made available by Client to FIS' Money Laundering Reporting Officer ("**MLRO**") to satisfy the request;

5.4 Client has applied, and will continue to apply its AML Policy and Program to all clients and beneficiaries on behalf of whom Client acts when using the FSN and shall retain all documentation necessary to identify those clients and beneficial owners;

5.5 Client is not aware and has no reason to suspect that any of its clients on behalf of whom Client acts in its dealings with FIS are involved in criminal conduct or money laundering or subject to sanctions under any export Law. Should Client become suspicious of any such activity then, subject to any legal constraints, Client shall promptly inform its relationship manager at FIS; and

5.6 Client will advise FIS without delay of any circumstances that would change or make inaccurate the representations and warranties provided above.

## **6. LIABILITY AND INDEMNIFICATION.**

6.1 EXCLUSION OF LIABILITY. FIS shall not be liable for: (i) any error by Client, Customers or Brokers in inputting Trade Data; (ii) any error occurring on or because of Client or its Customers or Brokers; (iii) the failure of Client to execute an Order received via FSN for any reason whatsoever; or (iv) failures of, or errors in, third party equipment and software. The availability of FSN is subject to normal system downtime

6.2 CLIENT INDEMNIFICATION. Client shall defend, indemnify and hold harmless FIS and its affiliates providing services under the Agreement from and against any and all claims asserted against FIS and its affiliates resulting in any way from or in connection with: (a) Client's or its Customers' or Broker's access to (or inability to access) FSN; or (b) the exchange of Trade Data via FSN (or the inability to exchange Trade Data) between Client and its Customers or Brokers; subject to Section 11.3 of the FTCs. THE LIMITATIONS SET FORTH IN THE LIMITATIONS OF LIABILITY SECTION OF THE FTCs DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY CLIENT UNDER THIS SECTION.