



## Supplemental Brokerage and Trading Terms of Service

In accordance with the Customer Agreement between Virtu and your firm (the “Agreement”), the following supplemental brokerage and trading terms of service are incorporated into and merged with the Agreement. All capitalized terms not defined herein shall have the meaning set forth in the Agreement, and references herein to “Virtu” shall also be deemed to refer to “ITG”. References in this supplement to securities and similar terms will be deemed, in the context of any foreign exchange transaction entered into by Customer, to refer to the relevant currency or currencies, as appropriate.

### **I. Additional Terms and Conditions Applicable to All Customers and/or Securities Trading Worldwide**

With respect to Services relating to all customers and securities trading in any markets worldwide, Customer hereby acknowledges and agrees as follows:

1. Delivery and Remittance. Customer agrees that it has an absolute and unconditional obligation, in connection with each securities trade executed via the Services or a Non-Virtu System, to make and ensure timely delivery of the subject securities and/or funds, in good deliverable form, free and clear of any lien, claim, interest or restriction of any sort, as well as any required remittance of interest, dividend payments, and/or other distributions. Customer must honor this settlement obligation whether or not Customer wishes to challenge or raise defenses of any nature whatsoever to the transaction. Without limiting the foregoing: (i) if Virtu effects a sale of any security at Customer’s direction and Customer fails to deliver such security, then Virtu is authorized to purchase or borrow any such security necessary to make delivery thereof. In that event, Customer will be responsible for any costs or loss (including interest costs) that Virtu may sustain thereby and any premiums that it may be required to pay, and for any costs or loss that Virtu may sustain because of its inability to purchase or borrow the security sold, and (ii) if Virtu effects a purchase of any security at Customer’s direction and Customer fails to make payment for such security, Customer will be responsible for any costs or loss (including interest costs) that Virtu may sustain thereby. Customer further agrees that in the event Customer directs, or Virtu is required, to settle a transaction in a currency other than the currency of the relevant security, Customer bears the risk and costs (including fees) of such currency conversion; Virtu shall have the right to convert currencies at such rates and in such manner as it may reasonably determine and to charge a reasonable fee for such conversion.

2. Liens and Security Interest. Customer acknowledges and agrees that all securities and other property, and all proceeds thereof, now or hereafter held, carried or maintained by Virtu (or in the possession or control of Virtu or its bailee) on behalf of Customer, will be subject to a first lien and first priority perfected security interest for the discharge of any and all indebtedness or any other obligation of Customer to Virtu, and are to be held by (or pledged to) Virtu as security for the payment of any such obligations or indebtedness to Virtu in any such account. If Customer defaults on any obligation under the Agreement, Virtu has the right to deduct and transfer securities and other property, to the fullest extent permitted by Applicable Law, from any amounts of securities, cash, or other property held on Customer’s behalf, without prior notice to Customer, whenever Virtu, in its discretion, considers such a transfer necessary for the protection of Virtu. Customer must promptly execute, deliver, file and maintain all further instruments and documents, including financing statements under the UCC, and take all further action Virtu, in its sole discretion, deems necessary or appropriate to continuously perfect and protect the above-referenced liens and security interests. In enforcing its lien, Virtu has sole and absolute discretion to determine which securities and property are to be bought, sold, closed-out or terminated.

3. Default and Liquidation. Customer acknowledges and agrees that if Customer defaults on any obligation hereunder, or becomes bankrupt, insolvent or subject to any bankruptcy, reorganization, insolvency or similar proceeding, or, in Virtu’s sole and absolute discretion, Virtu deems it advisable for Virtu’s protection, Virtu may, in Virtu’s sole discretion, without notice, tender, call or demand to Customer and at such times and places as Virtu may determine, (i) cancel, terminate, accelerate, liquidate and/or close-out any or all transactions, accounts, positions and agreements between Customer and Virtu, (ii) pledge or sell any securities or other property which Virtu may hold for Customer or which is due to Customer (either individually or jointly with others) and apply the proceeds to the



discharge of the obligation, (iii) set-off, net and recoup any obligations to Customer against any obligations to Virtu, (iv) exercise all rights of a secured creditor in respect of all collateral held by Virtu or in which Virtu has a security interest, (v) cover any open positions of Customer (by buying in or borrowing securities or otherwise), and (vi) take such other actions as Virtu deems appropriate in its sole and absolute discretion including, but not limited to, establishing positions on Customer's behalf for the purpose of hedging or reducing risk. Customer is at all times liable for the payment upon demand of any amounts advanced, any debit balance or other obligation owed by Customer to Virtu, including interest and commissions and any reasonable cost of collections (including all attorneys' fees and costs). Customer is liable to Virtu for any deficiency to Virtu in the event of the liquidation of any positions of Customer, in whole or in part, by Virtu or Customer, and Customer must promptly reimburse Virtu for any loss or expense incurred thereby, including losses sustained by reason of an inability to borrow any securities or other property sold for Customer's accounts.

4. Orders. Customer acknowledges and agrees that Virtu may, in Virtu's absolute discretion and without prior notice to Customer, refuse to accept, execute or cancel all or any part of an order from Customer, including, but not limited to, circumstances where Virtu believes that the execution of Customer's order would be in contravention of Applicable Law; provided, however, that Virtu will endeavor to give Customer notice of such refusal as soon as is practicable. Virtu does not and will not (i) have any liability to Customer hereunder as a result of Virtu's reliance on any instructions, notices or communications (whether oral or in writing) that Virtu believes to be by an individual authorized to act on behalf of Customer, (ii) have any duty or obligation to inquire into the purpose or propriety of any instruction, notice or communication given, (iii) have any responsibility for knowledge of or compliance with (A) any Applicable Law that limits Customer's ability to send orders to Virtu or to purchase or sell securities referenced in such orders or as to the suitability of any such orders, or (B) any of Customer's internal controls regarding authority to place orders on its behalf through the Services or a Non-Virtu System, (iv) provide investment advice or act as a fiduciary with respect to Customer or any of Customer's accounts, or (v) solicit Customer to submit a specific order or engage in a specific transaction or recommend to Customer a specific security or investment strategy.

5. Margin. To the extent required by Applicable Law, Customer agrees to maintain with Virtu at all times such margins and options premiums as Virtu may from time to time request (orally or in writing) and to meet all margin calls. Customer shall make margin and options premium deposits by wire transfer of immediately available funds or in another form acceptable to Virtu.

6. Confirmation and Statements. Customer acknowledges and agrees that all confirmations, purchase and sales notices, correction notices, account information (including electronic access to information provided on the internet) and any other notices and reports to Customer are conclusive and binding on Customer if not objected to in writing within one business day of delivery of such confirmation or statements.

7. Know Your Customer. Customer agrees to provide Virtu with any and all information, as requested by Virtu, that is reasonably necessary and appropriate for Virtu to comply with regulatory requirements to "Know Your Customer" and to evaluate Customer's credit-worthiness on an ongoing basis.

8. Awareness of Certain Obligations. Customer acknowledges that it is aware of, and must abide by, all regulatory obligations and other Applicable Law incumbent upon Customer in connection with effecting transactions in securities, including but not limited to, (i) Applicable Law relating to anti-money laundering, (ii) Applicable Law prohibiting manipulation or attempted manipulation of the price of any security or other instrument, (iii) all regulatory obligations and other Applicable Law of any foreign jurisdiction in which a transaction is executed by or on behalf of Customer (including, without limitation, those set forth below in this supplement), (iv) the obligations to comply with applicable short sale, audit trail, and program trade reporting requirements, and (v) the obligations to respond promptly and completely to any requests for information, including but not limited to "blue sheet" requests from any applicable regulatory or self-regulatory body or agency. Certain exchanges, including certain options exchanges, may impose limitations on the use of certain of their electronic execution systems, for example, systems designed for execution of small public customer orders. Customer acknowledges that it will not enter orders in a manner designed to evade any restrictions imposed on such system by its sponsoring exchange or broker-dealer, including, but not limited to, splitting



larger orders in an attempt to bring each portion under an applicable size limit, or incorrectly marking orders to incorrectly indicate their origin (e.g., proprietary, customer, or broker-dealer).

9. Use of Customer Data. Customer acknowledges and agrees that Virtu may utilize Customer data provided to Virtu pursuant to the Agreement for research and analytical purposes and may publish research reports based thereon, provided that (i) any Customer data provided in such reports is aggregated with the data of other Virtu customers and is not presented on a Customer-specific basis, and (ii) Customer's identity will not be provided or made available to third parties in connection with any such report. Customer further agrees that Customer data used by Virtu pursuant to this Section will not be destroyed or returned to Customer pursuant to Section 8(d) of the Agreement.

10. Anti-Money Laundering. Customer agrees that, if required by Applicable Law, (i) Customer has adopted and implemented anti-money laundering policies, procedures and controls that comply (and will continue to comply) in all respects with the requirements of applicable anti-money laundering law and other Applicable Law; (ii) the Customer will at all times adhere to its anti-money laundering policies, procedures and controls; (iii) the Customer has verified the identify of, and has conducted due diligence (and, where appropriate, enhanced due diligence) with regard to its investors in accordance with its anti-money laundering policies, procedures and controls and will provide Virtu with that information upon request; and (iv) the Customer maintains records of procedures used to verify the identity of its investors and updates such information on a regular basis.

11. Recording of Telephone Conversations. Customer acknowledges and agrees that Virtu may monitor or tape record any telephone conversation between Customer and Virtu without further notice or disclosure, without the use of an automatic tone warning device, and without assuming responsibility to make or retain such tape recordings. Virtu may use or disclose any such tape recording, in accordance with applicable law, for Virtu's legitimate business purposes. Customer agrees to Virtu's monitoring and recording of telephone calls and their use and disclosure as described above.

12. No Private Right of Action. Customer acknowledges and agrees that Customer does not have a private right of action with respect to the constitution, rules or regulations of any exchange or other self-regulatory organization.

13. Foreign Exchange.

(a) In the event Customer enters into a foreign exchange transaction with Virtu or otherwise using the Services that Virtu in good faith determines had been entered into at an off-market rate, Customer agrees that Virtu may change or adjust the rate applicable to such foreign exchange transaction to what Virtu determines in good faith to be the market rate. If Customer selects a value date for the settlement of a foreign exchange transaction that is not a day on which banks and foreign exchange markets settle payments in the same currency as the payment obligation in principal financial center of the applicable currency, then the value date for such transaction shall be the first such day following the selected value date, notwithstanding anything to the contrary in such transaction confirmation, notice or report.

(b) Subject to the provisions set out in this supplement, if on any date amounts would otherwise be payable in the same currency in relation to Eligible FX Transactions by each party to the other, then on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount (such amount, the "Net Settlement Amount").

(c) For the purposes of the Agreement, "Eligible FX Transactions" means foreign exchange transactions which are spot or forward foreign exchange contracts. For the avoidance of doubt, Eligible FX Transactions shall not include any same day FX transactions or premium settlements for option transactions.

(d) The preceding clause (b) shall only apply where the Net Settlement Amount has been notified and confirmed between the parties by such time and date as established by Virtu prior to the relevant settlement date. Such



notification and confirmation shall be by email or telephone. For the avoidance of doubt, where the Net Settlement Amount has not been notified and confirmed between the parties by the specified time, the relevant Eligible FX Transactions will settle individually.

14. Program Trading. Each time Customer enters an order or effects a transaction through the Services that will constitute a program trade, Customer is deemed by such act to represent and warrant to Virtu that Customer will comply with all requirements, restrictions and limitations imposed on program trading under Applicable Law. Customer acknowledges that Virtu may have an obligation to report information to the NYSE or another regulatory or self-regulatory body or organization with respect to program trades, including those effected by Customer. This may include reporting information regarding the particular strategy relating to each program trade, and Customer agrees to provide the proper indicator specified by the NYSE or any other regulatory or self-regulatory body or organizations for each such trade.

15. CUSIP Database.

(a) Customer agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, Standard & Poor's CUSIP Service Bureau ("CSB") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Customer in such materials or in any of the information contained therein. Any use by Customer outside of the clearing and settlement of transactions requires a license from CSB, along with an associated fee based on usage. Customer agrees that misappropriation or misuse of such materials will cause serious damage to CSB and ABA, and that in such event money damages may not constitute sufficient compensation to CSB and ABA; consequently, Customer agrees that in the event of any misappropriation or misuse, CSB and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CSB and ABA may be entitled.

(b) Customer agrees that it shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Customer further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRIT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CSB.

(c) NEITHER CSB, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CSB, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CSB, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER FOR ACCESS TO SUCH MATERIALS IN THE CALENDAR MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CSB AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

(d) Customer agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.



16. **BATS.** If Customer receives BATS data from Virtu, Customer (deemed to be “Data User” in the BATS Global Markets Data Agreement as published on BATS’ website (the “Data Agreement”)) agrees: (a) that it has read and agrees to be bound by all provisions of the Data Agreement; (b) that Virtu is not an agent of BATS Global Markets, Inc. and is not authorized to amend any provision of the Data Agreement; and (c) that no amendment has been hereby made to the Data Agreement. Both the Data User and the person executing on behalf of the Data User warrant that the Data User is legally able to undertake the obligations set forth in and the signatory is duly authorized to bind the Data User to the Data Agreement.

17. **Restricted Securities.** Customer recognizes and acknowledges that even if all necessary documentation is provided to Virtu in a timely manner, there may be delays in processing securities which are subject to Rule 144 or 145(d) under the Securities Act of 1933, as amended. Virtu, in its sole discretion, may require that such securities not be sold or transferred, or proceeds from any sale held, until the securities clear legal transfer.

18. **International Trading.** Where an order originating in Customer’s jurisdiction involves a transaction in a foreign jurisdiction, Virtu may arrange for the order to be executed by a Virtu affiliate or third party licensed to conduct transactions in the relevant jurisdiction as agent for Virtu. Where this occurs, (i) Customer will not become a client of the relevant Virtu affiliate or third party; (ii) Customer will receive a confirmation from or on behalf of Virtu; and (iii) any rights of recourse that Customer may have with respect to such orders will be against Virtu and not against the Virtu affiliate or third party. All brokerage, foreign exchange, and other services provided to Customer in connection with any transaction in a foreign jurisdiction are included in the term “Services”. From time to time, it will be necessary for certain data about Customer to be disclosed to Virtu affiliate companies or agents or third parties. Such data may, if required, be sent to such other countries. Customer hereby consents to such data transfers and disclosures.

19. **Alternative Trading System.** Customer acknowledges and agrees that market orders and marketable limit orders transmitted by Customer via the Services may be passed by Virtu through an alternative trading system operated by Virtu or its affiliates (each an “ATS”), which may provide Customer with an opportunity for price and size improvement and expose Customer’s orders to liquidity not normally available on the open market. Customer acknowledges that there is no guarantee of an order being executed in an ATS and that the process of scanning and routing orders via an ATS may result in the order being delayed in reaching its original destination market center.

20. **Indications of Interest.** Customer acknowledges and agrees that when executing its orders, Virtu may utilize a variety of strategies to seek liquidity, including the selective use of indications of interest (“IOIs”) to other market participants. All IOIs communicated by Virtu reflect stock symbol and transaction side. The indications do not reveal order size or price and they are not considered actionable as they do not disclose the material terms of the order.

## **II. Additional Terms and Conditions Applicable to United States Customers and/or Securities Trading in the United States**

With respect to Services provided to United States Customers and/or, to the extent applicable, relating to securities trading in the United States, Customer hereby acknowledges and agrees as follows:

1. **Marking Requirements.** Customer agrees to mark all orders entered via the Services in compliance with the order marking requirements of Regulation SHO under the Securities Exchange Act of 1934 (the “Exchange Act”), including, without limitation, the locate requirements set forth in Rule 203 of Regulation SHO. All sell orders must be marked “long”, “short” or “short exempt”. Each time it enters an order or effects a transaction through the Services that will constitute a short sale, Customer is deemed by such act to represent and warrant to Virtu that Customer has taken all steps to comply with all Applicable Law to locate securities to be delivered to settle and clear any such short sale. Furthermore, Customer agrees that, unless it is exempt from the locate requirements of Regulation SHO, (i) it will provide the identity of the entity acting as the source of its locate for all short sell orders entered via the Services, or (ii) Virtu may, at its sole discretion, conduct a locate with respect to such order. If no locate information is provided





by Customer on a short sale order, and Virtu has not conducted its own locate or is unable to secure a locate with respect to that short sale, Virtu may reject Customer's order. Customer agrees that Virtu may, but is not required under the Agreement, to take action to prevent the execution and/or clearance and settlement of any order or transaction that would violate any Applicable Law, including but not limited to securities designated as "threshold securities" under Rule 203 of Regulation SHO.

2. Program Trading. Customer agrees that it will not effect a program trade, as defined in FINRA/NYSE Rules, including without limitation an index arbitrage program trade as defined in FINRA/NYSE Rules, without entering via the Services the designated electronic indicator that such sale is or would be a program trade.

3. Restricted Securities. Customer will not place an order to sell any securities subject to Rule 144 or 145(d) under the Securities Act of 1933, as amended, unless Customer first advises Virtu regarding the status of such securities and furnishes Virtu with any and all necessary documentation (including opinions of legal counsel, if requested) to permit legal transfer of such securities. Customer is responsible for any and all costs and expenses associated with compliance or failure to comply with the requirements of Rules 144 and 145(d). Customer recognizes and acknowledges that even if all necessary documentation is provided to Virtu in a timely manner, there may be delays in processing securities subject to Rule 144 or 145(d) under the Securities Act of 1933, as amended. Virtu, in its sole discretion, may require that such securities not be sold or transferred, or proceeds from any sale held, until the securities clear legal transfer.

4. Anti-Money Laundering. Customer acknowledges that it is not (i) a "foreign shell bank," (ii) a resident of a non-cooperative Financial Action Task Force jurisdiction or an individual or organization operating in a jurisdiction or industry designated as being of primary money laundering concern by the U.S. Secretary of Treasury; (iii) an individual or organization which the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") has listed as a "Specially Designated National and Blocked Person"; or (iv) a resident of any embargoed country as determined by OFAC.

### **III. Additional Terms and Conditions Applicable to Canadian Customers and/or Securities Trading in Canada**

With respect to Services provided to Customers of Virtu ITG Canada Corp. ("Virtu Canada") and/or, to the extent applicable, relating to securities trading in Canada, Customer hereby acknowledges and agrees as follows:

1. Risk of Loss. Virtu Canada is a member of the Canadian Investor Protection Fund ("CIPF"). For additional details on CIPF coverage please view see [www.cipf.ca](http://www.cipf.ca). The Canada Deposit Insurance Corporation, the Quebec Deposit Insurance Board or any other government deposit insurer does not insure any cash or securities purchased or sold on your behalf. Virtu Canada does not guarantee any securities Virtu Canada sells to Customer.

2. Marking Requirements. Customer agrees to mark all orders entered via the Services in compliance with all applicable regulatory requirements and (ii) in a manner that facilitates Virtu Canada's compliance with the order marking requirements set forth in Universal Market Integrity Rule ("UMIR") 6.2(1)(b) (Designations and Identifiers), as applicable, including, without limitation, whether the order is a short-marking exempt order. All sell orders must be marked "long" or "short". Each time Customer enters an order or effects a transaction through the Services that will constitute a short sale, Customer is deemed by such act to represent and warrant to Virtu Canada that Customer has taken all steps to comply with all Applicable Law to locate Securities to be delivered to settle and clear any such



short sale. Customer agrees that Virtu Canada may, but is not required under the Agreement, to take action to prevent the execution and/or clearance and settlement of any order or transaction that would violate any Market Requirements.

3. Compliance with Order Parameters. All orders communicated by Customer to Virtu Canada will fall within the parameter(s) as established by Virtu Canada from time to time. Customer may request a change to the order parameters in advance in writing, which must be pre-approved by Virtu Canada.

4. Automated Trading Systems. Virtu Canada and its affiliates shall not be, directly or indirectly, responsible for the supervision, testing or functioning of any algorithmic or other automated trading systems used, operated, developed or modified by Customer. For the avoidance of doubt, Virtu Canada's own trading algorithms are not "algorithmic trading systems" for the purposes of the preceding sentence. Customer shall ensure that its trading systems are tested prior to being engaged, are appropriately supervised, and contain appropriate built-in safety features and overrides.

5. Trade Matching; Delivery of Unencumbered Securities. For all transactions that will be settled as Delivery or Receipt against Payment (DAP/RAP) Customer confirms that it has established, maintains, and enforces policies and procedures designed to achieve trade matching as soon as practical after a trade is executed, but in no event later than the end of the trade date, as required by Canadian Securities Administrators National Instrument ("NI") 24-101. Customer represents and warrants that any Securities delivered to Virtu Canada by Customer or on Customer's behalf shall be free of any encumbrances, including without limitation constructive liens or hypothecs, upon delivery to Virtu Canada.

6. Anti-Money Laundering. Customer hereby represents, warrants, and covenants, that Customer is not (i) a "shell bank," as defined in the Regulations to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (ii) an individual or organization operating in a jurisdiction or industry designated as being of primary money laundering concern by Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC"); or (iii) a resident of any embargoed country as determined by Foreign Affairs and International Trade Canada.

7. Electronic Trading and Direct Electronic Access to Marketplaces; Routing Arrangements. In accordance with Sections 4.3 (Standards for DEA Clients) and 4.4 (Written Agreement) of National Instrument 23-103 (Electronic Trading and Direct Electronic Access to Marketplaces) ("NI 23-103") and Section 3 of UMIR 7.13, if Customer is provided direct electronic access or a routing arrangement (as each of those terms are defined in UMIR 1.1, "DEA" and "Routing Arrangement," respectively) to trading venues located in Canada:

(a) Customer acknowledges and agrees that:

- (i) Customer's trading activity will comply with the product limits and credit or other financial limits specified by Virtu Canada ("Standards") and the Requirements (as that term is defined in UMIR 1.1).
- (ii) Customer shall take all reasonable steps to prevent unauthorized access to the technology that facilitates DEA and will not permit any person or company to use the DEA provided by Virtu Canada other than those named by Customer.
- (iii) Customer shall fully cooperate with Virtu Canada in connection with any investigation or proceeding by any marketplace or regulation services provider with respect to trading conducted pursuant to the DEA provided, including, upon request by Virtu Canada, providing the marketplace or regulation services provider with access to information that is necessary for the purposes of the investigation or proceeding.
- (iv) Customer shall immediately inform Virtu Canada if Customer fails or expects not to meet the Standards set by Virtu Canada.
- (v) When trading for the accounts of another person or company, Customer will ensure that the orders of the other person or company are transmitted through the systems of Customer and will be subject to reasonable risk management and supervisory controls, policies and procedures established and maintained by Customer.
- (vi) If Customer is provided DEA:



- a. Customer shall immediately provide to Virtu Canada in writing:
    - (I) the names of all personnel acting on the Customer's behalf that Customer has duly authorized to enter an order using DEA ("Authorized Traders List"); and
    - (II) details of any change to the Authorized Traders List.
  - b. Customer shall not trade for the account of any other person unless Customer is:
    - (I) registered or exempted from registration as an adviser under securities legislation, or
    - (II) a person conducting business in a foreign jurisdiction in a manner analogous to an adviser and that is subject to the regulatory jurisdiction of a signatory to the International Organization of Securities Commissions' Multilateral Memorandum of Understanding in that foreign jurisdictionand, in each case, the order is for or on behalf of a person who is itself a client of Customer acting in the capacity of adviser for that person.
  - c. If Customer trades for the account of any other person in accordance with the foregoing sub-clause ((7)(a)(vi)(b)), Customer shall:
    - (I) ensure that the orders for the other person are transmitted through the systems of the client before being entered on a marketplace, and
    - (II) ensure that the orders for the other person are subject to reasonable risk management and supervisory controls, policies and procedures established and maintained by Customer.
  - d. Virtu Canada shall, in accordance with UMIR 7.13(3)(iv), provide to Customer, in a timely manner, any relevant amendments or changes to (A) applicable Requirements (as that term is defined in UMIR 1.1), and (B) the Standards.
- (vii) Virtu Canada has the authority to, without prior notice:
- a. reject any order;
  - b. vary or correct any order to comply with a marketplace or regulatory requirement;
  - c. cancel any order entered on a marketplace; and
  - d. discontinue accepting orders from Customer.
- (viii) With respect to automated order systems (as that term is defined in NI 23-103)("Automated Order Systems"):
- a. Customer shall take all reasonable steps to ensure that the use of Automated Order Systems, by itself or any of its clients, does not interfere with fair and orderly markets; and
  - b. Customer shall ensure that each Automated Order System, used by itself or any of its client, is tested in accordance with prudent business practices, including initially before use or introduction of a significant modification and at least annually thereafter.
- (ix) Customer shall not, in accordance with UMIR 7.13(3)(c), solely in the event Virtu Canada or Customer provides a Routing Arrangement to Customer or Customer's client, respectively, allow any order entered electronically by Customer's client to be entered directly to a marketplace without being electronically transmitted through the systems of Customer or Virtu Canada.
- (x) Customer's use of DEA, as and if applicable, is subject to and Customer will be in compliance with (and will not cause Virtu Canada to be in contravention of) UMIR 7.13(1)(b) (e.g., Customer shall not use DEA to submit orders in its capacity as an (or on behalf of an affiliated) investment dealer, mutual fund dealer, scholarship plan dealer, or exempt market dealer (as those terms are defined in NI 31-103)).
- (b) Customer represents and warrants that Customer has (in accordance with UMIR 7.13(2)):
- (i) sufficient resources to meet any financial obligations that may result from the use of DEA by Customer;
  - (ii) reasonable arrangements in place to ensure that all personnel transmitting orders using DEA or a Routing Arrangement have reasonable knowledge of and proficiency in the use of the order entry system;
  - (iii) reasonable knowledge of applicable marketplace and regulatory requirements and the Standards;
  - (iv) reasonable arrangements in place to monitor the entry of orders through DEA;





(v) received and reviewed a copy of Virtu Canada's DMA Trading Manual.

8. **Change in Risk Profile of Customer.** If Customer is a money manager, Customer shall promptly inform Virtu Canada of any material (i) diminution in Customer's assets under management or (ii) change in Customer's business model.

9. **Suitability.** Customer represents and warrants that Customer meets the definition of "Institutional Customer" as defined Rule 1 (Interpretation and Effect) of Schedule B.1 to Transition Rule No. 1 of Investment Industry Regulatory Organization of Canada ("IIROC") (Dealer Member Rules) and Customer shall promptly notify Virtu Canada in writing if Customer no longer meets this definition. Pursuant to the waiver option set forth in IIROC Rule 2700(I)(4), Customer hereby waives the suitability protections offered under Sections I.1 and I.2 thereof.

#### **IV. Additional Terms and Conditions Applicable to Asia / Pacific Customers and/or Securities Trading in Asia/Pacific**

With respect to Services provided to Asia/Pacific Customers, and/or to the extent applicable, relating to securities trading in the applicable Asia / Pacific countries set forth below, Customer hereby acknowledges and agrees as follows:

##### **Hong Kong and Australia**

Customer agrees that each of Virtu ITG Hong Kong Limited ("VirtuHK"), and/or ITG Australia Limited ("ITGA") may, in its sole discretion, use third parties to perform any of its functions in respect of Services in the Agreement.

##### **Australia**

1. ITGA may appoint any person (including a connected or associated company), as agent or otherwise, to perform any of the rights, powers or obligations from time to time vested in ITGA and to undertake, as Customer's agent or otherwise, anything in connection with Customer's affairs, on such terms (including power to sub-delegate to any connected or associated company) or otherwise as ITGA thinks fit.

2. For orders in respect of securities listed on the Australian Securities Exchange, Customer confirms as follows:

- (a) it will comply with all short selling rules relating to trading on the Australian Securities Exchange and other Australian exchanges;
- (b) it is aware of the disclosure obligation under ASIC's Class Orders in relation to short selling to inform ITGA of the type of sale it is requesting when selling a section 1020B product (as defined in the Corporations Act 2001) and it understands that it needs to provide this information to ITGA at the time of requesting the sale ("the Disclosure Obligation");
- (c) it will not place any orders for "exempt covered short sales" (as defined by ASIC) with ITGA;
- (d) if it places sale orders via the telephone, it understands that it must specify the type of sale order it is placing as either a "Sell long" or "Sell short";
- (e) if it places an order using the FIX protocol, it understands how it can use specific values in FIX protocol compliant trading systems in order to fulfill its Disclosure Obligation; and
- (f) if it places an order using an IRESS trading system, it understands how to use the mandatory fields provided in the IRESS trading system in order to fulfill its Disclosure Obligation.

3. In accordance with the ASX automatic close-out requirements, ITGA reserves the right to close any open positions (including open sold positions) of Customer if Customer fails to deliver the relevant securities, or meet any



outstanding amount owed by Customer to ITGA, on time and Customer will indemnify ITGA against any losses resulting from the closing of such open positions.

4. Customer agrees to pay on demand any failed settlement fee levied by ASX as a result of Customer's failure to settle any trade executed by ITGA on Customer's behalf and any associated costs related to meeting settlement obligations imposed by ASX including costs for close-out of settlement short falls.

#### Hong Kong

1. Customer agrees that VirtuHK is entitled to treat Customer as a Professional Investor in accordance with the *Securities and Futures Ordinance* ("SFO") of Hong Kong.

2. Customer acknowledges that, as a result of being treated as a Professional Investor, Customer and VirtuHK are not required to enter into a written agreement with respect to the Services provided to Customer. In addition, Customer acknowledges that VirtuHK is not required to:

- (a) obtain written authorization from Customer prior to effecting transactions on Customer's behalf on a discretionary basis;
- (b) provide Customer with any relevant risk disclosure statements;
- (c) obtain information about Customer if Customer is registered with the Securities and Futures Commission ("SFC");
- (d) confirm promptly with Customer the essential features of a transaction after effecting such a transaction; and/or
- (e) provide regular contract notes or monthly statements in respect of Customer's trades placed with VirtuHK. VirtuHK will, however, send confirmations of any transactions that are executed by it on behalf of Customer.

3. Customer agrees to notify VirtuHK in writing if at any time Customer believes it is no longer appropriate for it to be treated as a Professional Investor. Until such time, or until such time as it becomes clear to VirtuHK that Customer no longer fulfills the requirements of a Professional Investor pursuant to the provisions of the SFO, VirtuHK is entitled to continue to treat Customer as a Professional Investor.

4. Customer acknowledges that VirtuHK may be required by law or SFC/HKEx rules and/or the rules of other relevant regulatory agencies, authorities and exchanges to perform or refrain from certain acts or report or disclose details of transactions effected with or for Customer or any other matters. In particular, disclosure and reporting obligations may arise under relevant money laundering legislation. Customer hereby consents to such reporting or disclosure by VirtuHK, without prior reference to Customer.

5. For orders in respect of securities listed on the Hong Kong Stock Exchange, each time Customer places an order for the sale of securities, Customer agrees and confirms that the sale is not a naked short sale and it:

- (a) has a presently exercisable and unconditional right to vest the securities in the purchaser of the securities; or
- (b) believes and has reasonable grounds to believe that it has a presently exercisable and unconditional right to vest the securities in the purchaser of the securities; or
- (c) in respect of convertible securities, options, warrants or similar arrangements, has issued unconditional instructions to obtain such securities prior to placing the order with VirtuHK. Customer agrees that if a sale is a short sale, it will notify VirtuHK of the fact (either orally or in



writing) at the time of placing the order or, if the sale is placed via electronic means, tag the order appropriately to indicate that the sale is a short sale.

Additional terms for all Customers using electronic direct market access facilities in relation to Asia/ Pacific markets:

“Direct Market Access (DMA)” means an electronic system which allows Customer to access Virtu’s or its affiliates’ market trading system for the purpose of submitting orders relating to the sale and/or purchase of financial instruments, via Virtu or its affiliates, to a relevant exchange.

1. Virtu and its affiliates permit Customer to access DMA by submitting orders generated by Customer to Virtu’s or its affiliates’ system for the purpose of sending trading messages to an exchange to the extent and in the manner approved by Virtu or its affiliates from time to time.
2. Virtu or its affiliates may, at their absolute discretion, immediately suspend, alter or revoke Customer’s permission to access DMA at any time, and all orders submitted after this decision may be rejected or diverted to Virtu or an affiliate operator until further notice.
4. For the avoidance of doubt, Customer expressly acknowledges that none of the provisions of these Supplemental Brokerage and Trading Terms of Service impose any obligation whatsoever upon Virtu or its affiliates to ensure that Customer’s orders, or any particular order of Customer, may be entered into an exchange via DMA or that DMA will be accessible to Customer for the purpose of entering Customer’s orders into an exchange or for any other purpose at any time.
5. Customer acknowledges and agrees that its right to access DMA is non-exclusive and non-transferable and that its use of DMA does not confer any rights except as set forth in this Schedule.
6. Customer shall limit access to DMA to its officers, employees, agents and contractors for whom such access is necessary to perform their duties as an officer or employee of Customer (an “Authorised Person”). Customer shall be responsible for the actions of any Authorised Persons or unauthorised persons, who gain access to DMA through Customer.
7. Customer’s ongoing participation in DMA is subject, amongst other things, to: (i) Virtu’s or its affiliates’ ongoing approval of Customer’s Authorized Persons accessing DMA; and (ii) Virtu’s or its affiliates’ ongoing satisfaction as to the adequacy of Customer’s financial resources. Customer acknowledges that participation in DMA is an execution only service and that no advice whatsoever has been or will be given by Virtu or its affiliates to Customer as part of this service.
8. Customer will ensure that all orders submitted for processing by DMA comply with Applicable Law, any conditions on Customer’s dealer license, if any, and any procedures and operating provisions required by Virtu or its affiliates from time to time.
9. Customer acknowledges and agrees that Virtu and its affiliates have the absolute discretion to accept, suspend, impose limits (either in dollar terms or numbers of shares), reject or divert an order from Customer without any requirement to provide a reason to Customer. Virtu or its affiliates will notify Customer as soon as practicable of such an action.
10. Customer is strictly liable for any order submitted through its equipment for processing by DMA, regardless of whether an order is submitted in error and whether Customer acts as principal or agent.
11. At times when exchanges process heavy trading volume, Customer acknowledges that orders and cancellation requests may take longer to execute and process through DMA, and that orders may be executed at prices that differ materially from the best bid or offer quotes displayed at the time of entry.



12. Customer acknowledges that DMA is provided on an “as is” basis at Customer’s risk. Virtu and its affiliates expressly disclaim, without limitation, any implied warranties of merchantability or fitness for a particular purpose, title or non-infringement as well as any warranty for the use or the results of the use of DMA with respect to its performance, accuracy, reliability, timeliness, completeness, quality or continued availability.

13. Customer acknowledges and agrees that DMA and/or parts of it may be provided and/or maintained by third parties. Customer agrees and accepts that Virtu and its affiliates shall not be liable or responsible for any and all loss incurred or suffered by Customer or any person as a result of any action or omission, advice, representation, failure or default attributable to such third parties and/or their components of DMA.

14. Virtu and its affiliates, and their officers, employees, agents and contractors will have no obligation or liability of any kind to Customer or any of its officers, employees, agents and contractors or any entity or person on whose behalf Customer acts in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly from or in any way connected with Customer’s use of or inability to use DMA for submission of orders, or in respect of a failure, error or omission on the part of Virtu and DMA.

## **V. Additional Terms and Conditions for Customers Receiving Non-US Market Data**

### Additional Terms and Conditions for Customers Receiving Canadian Market Data

1. With respect to these Additional Terms and Conditions for Customers Receiving Canadian Market Data, the following terms have the meanings set forth below:

“CEG” means the Canadian Exchange Group, an agency operated by TSX on behalf of itself, and TSX Venture Exchange Inc. together with such other Persons as may become members of the Canadian Exchange Group from time to time, for whom TSX acts as agent.

“Market Data” means any information provided through the facilities of TSX and/or CEG, directly or indirectly, relating to (i) securities or other financial instruments, markets, products or indices; (ii) information, data and services from Third Party Contributors; or (iii) other information and data including without limitation, order data provided from TSX, CEG and Third Party Contributors.

“Person” means a natural person, proprietorship, or any corporation, partnership or organization.

“Receipt of Market Data” means the physical capability, whether used or not, of receiving Market Data through an Interrogation Device.

“Supplier” means a Person who has executed a distribution agreement with TSX and from whom the Customer is in Receipt of Market Data.

“Third Party Contributor” means any Person, other than the members of CEG, who provides any information to TSX for dissemination by TSX pursuant to the terms of the Agreement.

“TSX” means TSX Inc., a corporation continued pursuant to the laws of the Province of Ontario, Canada.

2. With respect to all market data provided by any exchange or marketplace in Canada, Customer agrees and acknowledges that Virtu may inspect Customer’s premises upon reasonable prior written notice as and when required by the applicable market data provider for which Virtu distributes or redistributes market data to Customer.

3. Customer shall indemnify and hold harmless and defend Third Party Contributors and providers of Market Data (including CEG), their directors, officers, employees and agents from and against any and all suits, claims, proceedings at law or in equity, and any and all liability, loss or damage, including reasonable solicitor’s fees, arising out of or in connection with (i) any claim made by any Person in respect of or as a result of any non-compliance by



Customer with the terms and conditions of the Agreement; or (ii) any claim made by any Person arising out of or related to the Customer's receipt and use of the Market Data, whether authorized or unauthorized under the Agreement, including without limitation any claim in respect of delays in providing, any errors in or omissions from the Market Data, or the transmission and delivery thereof, or the termination of, or the failure to supply any of the Market Data to a Supplier.

#### Additional Terms and Conditions for Customers Receiving European and/or Asian Market Data

##### Definitions

With respect to these Additional Terms and Conditions for Customers Receiving European and/or Asian Market Data, the following terms have the meanings set forth below:

“Access and Entitlement System” means an auditable security system and controls that permits access to, records and reports all usage of Information. The system is implemented by Virtu in respect of Customer's use of Virtu Software and/or Services.

“Affiliates” means any related, subsidiary or holding company of Virtu or Customer.

“Asian Exchanges” means an Exchange (defined below) in the Asia Pacific region, including, without limitation, the Australian Stock Exchange, Tokyo Stock Exchange, Taiwan Stock Exchange, Bombay Stock Exchange, GreTai Securities Market, and such other Exchanges in the Asia Pacific region as may authorize Virtu to make Information (defined below) available to Customer from time to time.

“End User” means any employee of Customer, a contractor acting under the direction of Customer in the ordinary course of its business, or, with respect to Information from an Asian Exchange, a client of Customer who can access the Information.

“European Exchanges” means an Exchange in the European region, including, without limitation, the London Stock Exchange, Euronext NV, Deutsche Boerse AG, Oslo Bors Informasjon AS, Wiener Borse AG, Exfeed Ltd, NASDAQ OMX, JSE Ltd, Budapest Stock Exchange, Warsaw Stock Exchange, Prague Stock Exchange, Borsa Italiana, Athens Stock Exchange SA, Borsa Mercados Espanoles, Istanbul Stock Exchange, Bucharest Stock Exchange, MICEX, PFTS Stock Exchange, Bulgarian Stock Exchange, the Tel Aviv Stock Exchange, and such other Exchanges in the European region as may authorize Virtu to make Information (defined below) available to Customer from time to time.

“Exchange” means any stock exchange or market data supplier in the Asia Pacific, Europe, Middle East, or Africa regions that supplies Information to Virtu from time to time for redistribution to Customer via Virtu Software and/or Services.

“Financial Product” means, inter alia, a facility through which, or through the acquisition of which, a person makes a financial investment and/or manages a financial risk.

“Information” means any information or market data feed, both real-time and delayed, or any part of such information that is received by Customer via Virtu Software and/or Services. Information may include information licensed to a particular Exchange by an Information Provider. Customer acknowledges that the Information is provided by Virtu subject to the terms of agreements between Virtu and each Exchange.

“Information Provider” means any third party source of information that licenses an Exchange to make its information available to Virtu as part of the Information.

“Intellectual Property Rights” means all intellectual property rights existing anywhere in the world, and which include without limitation: (a) copyright, trademarks, registered designs, patents, rights in semiconductor or



circuit layouts, and the right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in the preceding part (a).

1. Customer shall comply with all of the requirements set out in the rules, by-laws, regulations, information policies, and guides, as each may be amended from time to time, of each Exchange.

2. Customer agrees that it will:

- (a) use the Information solely for its own internal business purposes;
- (b) not transfer or publish to third parties all or part of the Information;
- (c) recognize the Intellectual Property Rights of any Exchange and any Information Provider;
- (d) treat the Information as proprietary to the relevant Exchange;
- (e) not allow any person other than an End User to access the Information;
- (f) ensure each End User is issued a unique user identifier and password, or other security device fit for the purpose as part of Virtu's approved Access and Entitlement System, and ensure that these unique user identifiers and passwords are not shared, assigned and/or subleased with or to any other End Users and/or any unauthorized;
- (g) not permit multiple log-ins by End Users in respect of any unique user identifier;
- (h) not use the Information for an illegal purpose;
- (i) maintain all records (including but not limited to full audit trail evidence) and provide all information in respect of Customer's and its End User's use of the Information (not including information relating to trades placed by Customer) required by each Exchange for its audit purposes or to meet Virtu's record keeping, reporting and payment obligations to each Exchange, in each case for three (3) years;
- (j) not create a display incorporating any Information from any Asian Exchange.
- (k) allow any Exchange or Virtu, or their authorized representatives, upon prior written notice to Customer and at a time agreed between the Exchange and Customer during business hours to enter upon Customer's premises and audit Customer's systems and records relating solely to the usage of the Information;
- (l) obtain and provide any consents needed for the Exchange or its authorized representative, to review and receive personal data relating solely to the access to and use of the Information, where necessary, for the purpose of verifying compliance with Virtu's obligations to that Exchange.

3. If Customer accesses the Information of an Asian Exchange, Customer:

- (a) acknowledges and agrees that the license granted in respect of Virtu Software and/or Services expressly excludes, without limitation, the following:
  - (i) use of the Information by Customer to establish, maintain or provide, or assist in establishing, maintaining or providing the ability to trade in Financial Products or a market for trading in Financial Products which is not authorized by law; and/or
  - (ii) use of the Information by Customer to create financial information for supply to third parties other than End Users; and





- (b) undertakes not to (i) institute or attempt or threaten to institute any proceedings in any jurisdiction in or outside Hong Kong against the Hong Kong Stock Exchange for recovery of any loss referred to in clause 6 suffered by Customer and/or its End Users or by any other person in respect of Information provided by the Hong Kong Stock Exchange; or (ii) maintain any claim against Virtu or its affiliates and/or the Exchange for or in respect of any loss referred to in Section 6 of this Schedule.

4. Customer acknowledges and agrees that each Exchange, its holding companies and/or any subsidiaries of such holding companies endeavor to ensure the accuracy and reliability of the Information but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions in the Information.

5. Virtu and the Exchanges shall not be liable to Customer, its End Users, or any third party claiming through Customer or its End Users in respect of consequential, economic or any other loss or damage arising from any act or omission, mistake, delay, interruption, whether willful, negligent or otherwise, arising from or in connection with: (a) the collection, use or transmission of the Information by or to Customer and/or its End Users; (b) the Information being inaccurate, incomplete or otherwise misleading; or (c) any other services to be provided by an Exchange pursuant to the Agreement.

6. Customer will at all times indemnify and keep the Exchange, its directors, employees, servants and agents indemnified against and in respect of all liabilities, economic or other losses, damages, costs, claims, suits, demands, fees and expenses of whatever nature which may be incurred by the Exchange towards or in relation to any person or which may be taken, made or claimed against the Exchange by any person as a result of or in connection with or arising out of any act, omission, mistake, delay or interruption, on the part of Customer and its End Users or the Exchange, whether willful, negligent or otherwise, in relation to the use of the Information including (without prejudice to the generality of the foregoing) acts or omissions in respect of or in connection with or arising out of the collection, use or transmission of the Information by or to Customer or arising from the Information being inaccurate, incomplete or otherwise misleading.

7. The Software shall only be installed and used at the offices of Customer.

#### Additional Terms and Conditions for Customers Receiving Brazilian and Mexican Market Data

1. With respect to all market data provided by the Bolsa de Valores, Mercadorias e Futuros (“BM&FBOVESPA”), Customer agrees and acknowledges that it:

- (a) will maintain and keep records for audit purposes pertaining to Customer’s internal use and receipt of BM&FBOVESPA market data (including but not limited to records detailing the number of personnel receiving such data and the manner in which such data was used by Customer) for five years subsequent to the termination of the Agreement; and Customer will allow BM&FBOVESPA, Virtu or their authorized representatives, to enter upon the Customer’s premises and audit the Customer’s systems, records and usage data, each pertaining to the BM&FBOVESPA market data provided pursuant to the Agreement;
- (b) will not use any BM&FBOVESPA market data provided pursuant to the Agreement to create any index or indicator representing the aggregate performance of the price of assets and securities traded on the BM&FBOVESPA in any market managed by BM&FBOVESPA for commercial purposes without the prior express written consent of BM&FBOVESPA; and
- (c) will not use the proprietary logos, trademarks, or symbols of BM&FBOVESPA or its products in any publication without the prior express written consent of BM&FBOVESPA.



2. With respect to all market data provided by the Bolsa Mexicana De Valores, S.A.B de C.V. (“BMV”), Customer agrees and acknowledges that:

- (a) BMV holds all copyrights and intellectual property rights over the BMV’s systems, the BMV Data (as defined below), and the following BMV marks: IPC SIVA, TCP and the corresponding logo or design; and Customer shall use its best efforts to not violate such copyright and intellectual property rights of BMV. Customer shall notify Virtu or BMV immediately if Customer becomes aware of any infringement of any intellectual property rights of BMV;
- (b) all BMV market data provided to Customer in connection with the Agreement (the “BMV Data”) is the exclusive property of BMV, and shall only be used by Customer for its internal business purposes and in accordance with Applicable Law. Customer may not redistribute the BMV Data or commercialize it by any means;
- (c) BMV will not be liable for losses and special or consequential damages, including without limitation, losses for business profits or revenue and/or any losses associated with any failure to receive the BMV Data, or with respect to any other problems associated with the BMV Data. Under no circumstances will BMV’s liability exceed the total of the annual fee that Virtu pays to BMV per year for its redistribution of the BMV Data to its clients, irrespective of the cause that produced such damage or loss; and it may not modify or alter, in any manner, the BMV Data.

## **VI. Additional Terms and Conditions Applicable to Customers Trading Derivative Securities**

1. Futures and Options Transactions. The Services may be used to enter orders for the purchase or sale of futures and options transactions for execution on certain U.S. and foreign futures and options exchanges; however, Customer acknowledges that if Virtu does not clear or settle Customer’s transactions then all such transactions must be “given up” to an appropriately registered member of the clearing entity through which the transaction will be cleared and settled (unless Customer is itself such a clearing entity). Customer agrees to perform and settle each future and options transaction in accordance with its terms. In connection with any transactions that customer may effect in futures contracts or options on futures contracts, Customer represents that it is an “eligible contract participant” as that term is defined in Section 1a(12) of the Commodity Exchange Act, or qualifies under any other applicable designation as required by Applicable Law, and that it has entered into a give-up arrangement that includes as parties Virtu as “Order Passing Broker”, at least one other party as “Executing Broker” and at least one other party as “Clearing Broker”, or other applicable designation as required by Applicable Law and that all transactions in futures contracts or options on futures contracts shall be subject to the terms and conditions set forth in such give-up agreement. With respect to transactions in standardized options contracts on equity securities traded on one or more national or other foreign securities exchanges, Customer represents that it has entered into one or more Clearing Member Trade Assignment or similar arrangements (“CMTA”) that include(s) as parties Virtu (or one of its affiliates) as “Executing Clearing Member” and at least one other party as “Carrying Clearing Member,” and that all transactions in standardized options contracts on equity securities shall be subject to the terms and conditions set forth in such CMTA Agreement or other similar arrangements. In connection with any transactions that Customer may effect in futures contracts or options on futures contracts, or in standardized options contracts on equity securities, Customer represents that it will not enter such order unless and until it has received, where applicable, a copy of any applicable risk disclosure document required to be given to persons trading such products pursuant to Applicable Law, and that entry of any such order shall constitute a representation to Virtu that Customer has received such disclosure document(s).

2. In connection with any purchase and sale of standardized or listed put and call options executed by or via Virtu on behalf of or at the direction of Customer, Customer hereby represents, warrants, covenants, acknowledges, and agrees as follows:

- (a) In the case of options sold or written by Customer in a cash account:



- i. With respect to a call option which, if exercised against Customer, will require the delivery of securities, Customer will keep such securities in Customer's account with Virtu, or with a custodian bank acceptable to Virtu which is authorized to issue either escrow receipts, option guarantee letters or depository receipts, until the expiration of the option period, and will not sell or withdraw such securities. If the option is exercised, such securities may be delivered to the purchaser without prior notice to Customer.
    - ii. With respect to any put option which, if exercised against Customer, will require payment for securities purchased, Customer will keep sufficient funds to make such payment in Customer's account with Virtu, or with a bank acceptable to Virtu which is authorized to issue put option guaranty letters and will not withdraw such funds or utilize them for any purpose. If the option is exercised Virtu may use such funds for the purchase of such securities without previous notice to Customer.
  - (b) Regarding those accounts for which Customer acts as agent, Customer agrees to forward promptly to the beneficial owner a copy of the booklet, "Characteristics and Risks of Standardized Options," ("CRSO") a copy of which is available on the Options Clearing Corporation's website (<http://www.theocc.com/about/publications/character-risks.jsp>) ("OCC's Website"), and Customer acknowledge receipt of same. Prior to submitting any options order to Virtu, Customer shall review any amendments to the CRSO on the OCC's Website.
  - (c) As option transactions involve a high degree of risk, Customer understands that:
    - i. Customer should not purchase an option unless Customer is able to sustain a total loss of the premium and transaction costs, and Customer should not write a call option unless Customer either owns the underlying security (or a security convertible, exchangeable, or exercisable into such underlying security) or is able to sustain substantial financial losses, and that Customer should not write a put option unless Customer is able to sustain substantial financial losses.
    - ii. Customer may not be able to close a position in the event that a secondary market in the option ceases to exist or the listing exchange restricts or suspends trading in the option.
  - (d) Customer has been advised of and agrees to abide by Virtu's policies and federal regulations regarding margining of options and related transactions.
  - (e) Customer acknowledge and agree that (i) Virtu will provide Customer with a copy of its the Institutional Accounts Options Application containing information about Customer, including, without limitation, the information required by FINRA Rule 2360 and (ii) if any information therein is inaccurate, is misleading, or subsequently becomes inaccurate or misleading, Customer will immediately notify Virtu.
  - (f) Absent the written designation of an agent to transact business on Customer's behalf (e.g., a power of attorney), Customer alone may make trading decisions in Customer's account; however, unless Customer gives specific instructions to the contrary, Virtu may exercise discretion in the selection of the exchange or marketplace for the execution of multiply-traded options.
  - (g) Virtu reserves the right to revoke or modify any or all levels of options trading for which Customer's account may have been previously approved, if necessary or required in Virtu's sole opinion.
3. Customer acknowledges the following special statements for uncovered options writers:

There are special risks associated with uncovered options writing which expose the investor to potentially significant loss. Therefore, this type of strategy may not be suitable for all customers approved for options transactions.



1. The potential loss of uncovered call writing is unlimited. The writer of an uncovered call is in an extremely risky position and may incur large losses if the value of the underlying instrument increases above the exercise price.
2. As with writing uncovered calls, the risk of writing uncovered put options is substantial. The writer of an uncovered put option bears a risk of loss if the value of the underlying instrument declines below the exercise price. Such loss could be substantial if there is a significant decline in the value of the underlying instrument.
3. For combination writing, where the investor writes both a put and a call on the same underlying instrument, the potential risk is unlimited.
4. If a secondary market in options were to become unavailable, investors could not engage in closing transactions, and an options writer would remain obligated until expiration or assignment.
5. The writer of an American-style option is subject to being assigned an exercise at any time after he has written the option until the option expires. By contrast, the writer of a European-style option is subject to exercise assignment only during the exercise period.

It is expected that Customer read the Characteristics and Risks of Standardized Options booklet, which Virtu has provided to you. In particular, please direct your attention to the chapter entitled Principal Risks of Options Positions. This statement is not intended to enumerate all of the risk entailed in writing uncovered options.

4. Errors or omissions with respect to any transaction in derivatives which are caused by Virtu may be adjusted by Virtu.
5. With respect to any trading for Customer's account in options and futures:
  - i. Virtu may from time to time:
    1. limit or restrict the timing by which options and futures orders must be placed; or
    2. disclose Customer's trading to any responsible exchange or clearing corporation pursuant to a request therefrom.
  - ii. If Customer fails to give Virtu timely instruction then Virtu may, but is not obliged to:
    1. exercise or sell any valuable option or future on behalf of Customer in which case Customer will pay any resulting transaction costs; or
    2. exercise for Customer's account and risk of Customer or sell or close out any expiring valuable option or future.

Last updated: March 1, 2019