

Traded Futures and Options on an Exchange

The terms and conditions on which we offer services to Private Clients

Bank Vontobel AG (hereinafter called the "Bank") executes transactions in futures and options (the "Transactions" and each a "Transaction") in its own name but for the account and risk of the Client in accordance with the applicable legal regulations and regulatory provisions and practices as well as the pertinent rules and regulations of the relevant trading venue/clearing houses (hereinafter called the "Exchanges") according to the terms set out herein (the "Agreement").

The Bank may provide clearing services to the Client in respect of a central counterparty ("CCP") subject to the regulatory requirements of Regulation (EU) 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories ("EMIR"), Regulation (EU) 600/2014 of the European Parliament and of the Council of 15 May 2014 ("MiFIR") and the Commission Delegated Regulation 2017/2154 of 22 September 2017 with regard to regulatory technical standards on indirect clearing arrangements ("Indirect Clearing RTS" and together with EMIR, MiFIR and any other EU regulations applicable to the Transactions, the "EU Regulations").

The Bank may or may not provide such clearing services through a relationship with a clearing broker ("Intermediate Clearing Broker"). Where the Bank provides clearing services through an Intermediate Clearing Broker, the Bank shall honour all obligations of the Client towards the Intermediate Clearing Broker with regard to Transactions covered by such indirect clearing arrangement.

1. Duties of the Client

The Client undertakes:

- a) To place only such orders with the Bank that are commensurate with his financial means and to adhere

at all times to any position or other such limits required. He will bear all risk involved in the orders placed.

- b) Not to place orders with the Bank for the purchase or sale of options and futures on Exchanges without having taken due note of the legal regulations and practices and the rules and regulations of the relevant Exchanges, including applicable contract specifications, margin and other security requirements and any position limits.
- c) As an option writer, or in conjunction with futures transactions, to make available to the Bank the amount of the margin as determined by the Bank and to comply immediately with any margin call from the Bank.
- d) Not to enter into any Transactions on behalf of any clients.

2. Execution of orders

The Bank conducts the Transaction itself or through an Intermediate Clearing Broker of its choice.

When a Client places an order for the sale of covered call options, the Client shall instruct the Bank to confirm delivery of the securities to the contracting party in the event of the option being exercised. **As collateral, the Client will transfer ownership of the respective underlying securities to the Bank or will pledge these underlying securities to the Bank in accordance with a separate General Collateral Agreement when placing the relevant order, and, as a precaution, hereby expressly authorises the Bank to transfer ownership of or repledge said transferred/pledged securities and/or the rights due to the Client in connection therewith in turn to its appointed correspondent or to the relevant Exchange.** The transfer of ownership and/or the Pledge shall apply only for as long as the corresponding option position of the Client remains open. Regulations, practices and/or contract specifications may change. Such changes are binding on the Client as soon as they are published in the form stipulated by the competent body.

3. Fees and commissions

The Bank is entitled to charge the Client any and all commissions, expenses, duties and fees incurred.

4. Margins/additional margin calls

The Client explicitly recognises and agrees that all his assets at the Bank are pledged, transferred or assigned to the Bank as security (margin) for the Transactions conducted. To secure the obligations of the Client under the Transactions, the Bank demands that the margin requirements be met.

Irrespective of the provisions regarding covered call options under section 2 above, the Client will make available to the Bank the initial and variation margin calculated by the Bank on demand in the form of cash or other collateral as required by the Bank.

The Bank sets the margin requirements and may alter them at any time. It calculates the margins for all open positions on a daily basis. As long as a position remains open, the minimum margin must remain available as cover in the form of collateral in the amount required by the Bank. If the margin proves to be insufficient, the Bank will demand additional collateral from the Client (additional margin call). This call may be addressed either to the Client or to the Proxy who is hereby expressly authorised by the Client to respond to such calls. The Bank may, but is not obliged to, release any credit surplus to the Client. The margin requirements of the Bank may be stricter than those of the Exchanges concerned.

5. Liquidation of positions

The Bank is expressly authorised, but not obliged, to close out, i.e. to liquidate, positions in full or in part immediately without granting an extension, if the margin requirements are no longer satisfied in full, be this due to a failure of the Client to comply with a margin call or due to depreciation in the value of the collateral below the amount required by the Bank.

In the Client's interest, the Bank may, but is not obliged to, close out any options contract that is in the money on the last trading day before maturity of the contract, unless it receives instructions to the contrary from the Client by 5 pm (Swiss time) at the latest.

Unless the Bank receives formal instructions to the contrary from the Client at the latest five business days prior to the first notice day, the contracts will be closed out on that date. This rule applies to contracts with physical delivery. By contrast, in the case of contracts requiring cash settlement, the positions can be held until the scheduled maturity date.

6. Relationship with Intermediate Clearing Brokers

The Client acknowledges that upon the occurrence of a default of the Bank, the Intermediate Clearing Broker may communicate with the Client directly.

Notwithstanding anything in the Agreement or any prior agreement between the Bank and the Client, in relation to Transactions which the Bank clears on a CCP subject to the EU Regulations ("EU Indirect Clearing Transactions" and the Transactions entered into between the Bank and the Intermediate Clearing Broker to that effect the "CM/Bank IC Transactions"), the Client acknowledges and agrees as follows:

- (a) the Client acknowledges that the Intermediate Clearing Broker is not a party to this Agreement;
- (b) in relation to EU Indirect Clearing Transactions which relate to CM/Bank IC Transactions held through a gross omnibus indirect client account, the Client acknowledges that in the event of a default of the Bank and subject to the satisfaction of certain conditions, the Intermediate Clearing Broker may:
 - (i) transfer the transaction(s) it has with the Bank which are related to those EU

- (ii) Indirect Clearing Transactions to a replacement clearing firm ("porting"), provided that such transfer may occur without the consent of the Bank; or close-out and/or otherwise liquidate related transactions which the Intermediate Clearing Broker has entered into with the Bank and liquidate associated margin (without reference to the Client), and return any balance to the Client directly (a "leapfrog"); or if porting or leapfrog is not successful, return the balance owed to the Bank (if any) for the account of the Client;
- (c) the Client acknowledges that the Intermediate Clearing Broker may set its own requirements which will need to be satisfied in order for the Intermediate Clearing Broker to be able to facilitate porting or leapfrog and whether the Intermediate Clearing Broker may port or leapfrog is to be determined in its sole discretion. The Intermediate Clearing Broker's conditions to porting may include:
 - (i) notice and other required information having been given to Intermediate Clearing Broker prior to any cut-off time established by the Intermediate Clearing Broker;
 - (ii) the arrangement being in compliance with applicable law and legally effective;
 - (iii) the Intermediate Clearing Broker being able to transact with the replacement clearing firm in accordance with its own internal requirements; and
 - (iv) the Intermediate Clearing Broker being indemnified and held harmless by the Client to its satisfaction;
- (d) in relation to EU Indirect Clearing Transactions which relate to CM/Bank IC Transactions held through a basic omnibus indirect client account, the Client acknowledges that:
 - (i) in the event of a default of the Bank, the Intermediate Clearing Broker may (without reference to the Client) take steps to close-out and/or otherwise liquidate transactions related to EU Indirect Clearing Transactions which the Intermediate Clearing Broker has entered into with the Bank alongside other transactions of other clients in the same basic omnibus indirect client account, and liquidate and apply margin associated with the account to the extent it has been provided to it;
 - (ii) in such circumstances the Intermediate Clearing Broker will be obliged to return the balance owed to the Bank (if any) for the account of the Client; and
 - (iii) the Intermediate Clearing Broker shall do so in a timeframe it determines and

- in accordance with its own processes and procedures; and
- (e) the Client acknowledges and agrees that the Intermediate Clearing Broker is liable to the Bank only and that the Intermediate Clearing Broker shall have no liability whatsoever to the Client or any other person including, without limitation, for carrying out the procedures referred to in paragraphs (b), (c) and (d) above.

7. Choice of Account

As regards EU Indirect Clearing Transactions, the Client acknowledges to have received a disclosure document setting out the terms applicable to a basic omnibus indirect client account and a gross omnibus indirect client account, the details of the different levels of segregation and the risk associated with each type of account (the "Direct Client Disclosure Document") and to have understood the terms of such Direct Client Disclosure Document.

To the extent that the Client does not inform the Bank that the Client chooses a gross omnibus indirect client account, the Client will by default be deemed to have elected a basic omnibus indirect client account.

8. Information

The Client acknowledges that:

- (a) the Bank is obliged, following the occurrence of an event of default in respect of the Bank, to provide the Intermediate Clearing Broker immediately upon request with such information as the Intermediate Clearing Broker requires in connection with the Bank's provision of indirect clearing services to the Client (including, as a minimum, any information it requires to comply with the EU Regulations or other applicable regulations). This may include information about, or relating to, the Client; and
- (b) the Bank is obliged to provide a copy of the Agreement to the Intermediate Clearing Broker which may be redacted to omit commercial terms and the identity of the Client and to show only aspects relevant to the indirect clearing service.

Notwithstanding any other term of the Agreement, the Client consents to disclosure of any information and data referred to in this paragraph by the Bank or its affiliates to their agents and service providers, including the relevant Intermediate Clearing Broker or CCP.

9. Change of Account

The Client may request a change in the type of client account in the Bank's books and records and in the accounts with the Intermediate Clearing Broker or the CCP used to clear Transactions and related margin. The Bank is only obliged to make that change subject to the Client agreeing any further contractual arrangements that may be required and meeting any other requirements of the

Bank that may apply in order for the Bank to facilitate any change in that indirect client account election.

10. Waiver of banking secrecy

The Client is aware that the Bank is obliged, (i) according to U.S. law, to inform the Commodity Futures Trading Commission (CFTC), as well as the Securities & Exchange Commission (SEC), at their request, of all details, in particular the names of clients, related to forward transactions executed in the U.S., and (ii) according to the EU Regulations, to inform the relevant EU authorities or agents acting on their behalf of the EU Indirect Clearing Transaction. This also applies to other countries with similar legislation. **In this respect, the Client expressly releases the Bank of its responsibility to maintain banking secrecy.**

11. Caution

The Client is aware that derivative financial instruments may involve risks and that these risks may change over the course of the business relationship, thereby resulting in theoretically unlimited losses. For this reason, only those clients who have corresponding knowledge and sufficient financial means available should make commitments in these financial instruments.

The brochure "Risks Involved in Trading Financial Instruments" contains information on the primary risks involved with transactions in futures and options and on the risk potential and risk structure. The Client confirms having received a copy of this brochure and having understood the various types of business and the associated risks and structures described therein.

12. Concluding provisions

In all other respects, **the General Terms and Conditions and other special contract documents of the Bank**, such as for pledging, transferring or assigning securities, the provisions of the relevant national and international authorities and the contract specifications published by the relevant stock exchange shall apply as integral parts of this Agreement.

This Agreement is governed by **Swiss law**. Place of performance, place of prosecution for Clients residing or domiciled abroad and **sole jurisdiction** for all legal proceedings is **Zurich**. However, the Bank has the right to prosecute the Client before the appropriate court having jurisdiction in his place of residence/domicile, or before any other appropriate court, or any other appropriate authority, in which event Swiss law shall remain the only applicable law.