

ASSISTED REPORTING SERVICES TERMS (“THE ASSISTED REPORTING TERMS”)

These Assisted Reporting Terms, together with any schedules, are issued by Cantor Fitzgerald Europe (“CFE”, “we”, “us”, “our”) to its clients and (save to the extent set out herein) will apply to and govern our relationship with you as our client (“Client”, “you”, “your”) in connection with the provision of Assisted Reporting Services. “Client”, “you”, “your” shall also apply to any Underlying Principal where you act as an agent on behalf of an Underlying Principal. If you are not a Client of CFE then the Assisted Reporting Terms and any protections or rights stated herein will not apply to our relationship with you.

The Assisted Reporting Terms are legally binding and shall take effect on the date that we first provide the Assisted Reporting Services to you under them. Amendments to the Assisted Reporting Terms may be made by us in accordance with clause 7.1.

Information about us: We are authorised and regulated in the United Kingdom by the Financial Conduct Authority (“FCA”). Our FCA register number is 149380. The FCA's registered address can be found on its website (<http://www.fca.org.uk>).

Our Branches and Representative Offices: Save either where we notify you to the contrary in writing or as required by and subject to Applicable Law, the Assisted Reporting Terms will apply to our relevant branches and representative offices and govern our relationship between you and such offices. If any of the Assisted Reporting Terms are contrary to Applicable Law which applies to such offices, then the remainder of the Assisted Reporting Terms shall continue to apply.

1. DEFINITIONS AND INTERPRETATION

- 1.1 “**Affiliates**” means in relation to (i): us, Cantor Fitzgerald, L.P. and its Subsidiaries existing now or in the future, (ii) you, any person, company, fund, partnership or entity controlled by, controlling or in common control with the you or the Underlying Principal. A person, company, partnership or entity shall be deemed to control another person, company, partnership or entity if the former person, company, partnership or entity possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the other person, company, partnership or entity whether through ownership of voting securities or partnership interests, representation on its board of directors or similar governing body, by contract or otherwise.
- 1.2 “**Applicable Law**” means all laws, rules and regulations, including MiFID II and MiFIR relevant to these Assisted Reporting Terms, as amended.
- 1.3 “**APA**” means Approved Publication Arrangement.
- 1.4 “**ARM**” means Approved Reporting Mechanism.
- 1.5 “**ARM PI Store**” means the ARM’s confidential data table to store personal information including but not limited to name, date of birth, national identification, etc.
- 1.6 “**Assisted Reporting Services**” means the services provided by us to you under these Assisted Reporting Terms.

- 1.7 “**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in London.
- 1.8 “**Force Majeure**” shall mean any cause preventing you or us from performing any or all of its obligations which arise from or are attributable to either acts, events or omissions or accidents beyond the reasonable control of you or us so prevented, including but without limitation any breakdown, malfunction or failure of transmission, act of God, war, terrorism, malicious damage, civil commotion, communication or computer facilities, industrial action, acts and regulations of any governmental or supra national bodies or authorities or the failure of any relevant intermediate broker, agent or principal of ourselves, custodian, sub-custodian, dealer, exchange, multilateral trading facility, clearing house or regulatory or self-regulatory organisation.
- 1.9 “**LEI**” means Legal Entity Identifier.
- 1.10 “**Linked APA**” means either our APA or an APA which is listed on this weblink: (<http://www.cantorequities.com/assistedreporting/APA>) to which i) we are able to submit reports or ii) our APA is able to forward reports.
- 1.11 “**Loss**” means any losses, liabilities, damages, costs or expense of any kind or nature whatsoever (including legal fees and other reasonable costs and expenses relating to investigating or defending any demands, charges or claims), disbursements, taxes, levies.
- 1.12 “**MiFID II**” means the European Markets in Financial Instruments Directive 2014/65/EU.
- 1.13 “**MiFIR**” means the European Markets in Financial Instruments Regulation (EU) 600/2014.
- 1.14 “**Reporting**” means Trade Reporting and Transaction Reporting.
- 1.15 “**Reporting Data**” means any and all such data required to be reported and sent to the APA and/or the ARM in accordance with Trade Reporting and Transaction Reporting.
- 1.16 “**Staff**” means all directors, officers, partners, employees, consultants, contractors and sub-contractors of you or your Underlying Principals or us or any of our respective Affiliates, as the case may be.
- 1.17 “**Subsidiaries**” means, as of the relevant date of determination, with respect to any person, any other person of which 50% or more of the voting power of the outstanding voting equity securities (which, for the avoidance of doubt, shall include a general partner interest) or 50% or more of the outstanding economic equity interest is held, directly or indirectly, by such person.
- 1.18 “**Trade Reporting**” means the reporting obligations under Articles 20 and 21 of MiFIR and the associated EU regulations (EU) 2017/587 (“**RTS 1**”) and (EU) 2017/583 (“**RTS 2**”).
- 1.19 “**Transaction Reporting**” means the reporting obligations under Article 26 of MiFIR and the associated EU regulation (EU) 2017/590 (“**RTS 22**”).
- 1.20 “**Underlying Principal**” means any underlying principal agreed to in writing by us from time to time on whose behalf you act (as agent or otherwise) and enter into transactions with or through us or our Affiliates; and where such underlying principal does not constitute a single legal person, means the trustees, individuals or other persons who are the primary representatives of the organisation, trust or fund on whose behalf they are dealing.

2. **SCOPE**

- 2.1 We provide Assisted Reporting Services to assist Clients with the operational process of their obligation to make the details of certain transactions public under MiFID II, and specifically Articles 20, 21 & 26 of MiFIR.
- 2.2 In order for us to provide the Assisted Reporting Services to assist you with Reporting, you must:

- (a) for Trade Reporting:
 - (i) provide us with your LEI, MiFID Investment Firm status, National Competent Authority, trading capacity, and other information as may be required by Applicable Law or by us to fulfil Trade Reporting from time to time;
 - (ii) appoint an APA which is a Linked APA and notify us of your APA's identity;
 - (iii) provide your APA with all the relevant information for them to accept Reporting Data from us. This includes an instruction to your APA to accept Reporting Data from us (and, if applicable, our APA), and for it to publish the details of such transactions pursuant to the Trade Reporting rules in accordance with the Reporting Data we send to it; and
 - (iv) provide to us any other relevant information to enable us to send Reporting Data to our APA.
- (b) for Transaction Reporting:
 - (i) provide us with your LEI and short codes and other information as may be required by Applicable Laws or by us to fulfil Transaction Reporting from time to time;
 - (ii) register with an ARM from the list of ARMs which support our Assisted Reporting Services as set out in Schedule 1; and
 - (iii) upload such relevant data as is required by the ARM to the ARM PI Store against your LEI and short codes; and
 - (iv) provide to us any other relevant information to enable us to send Reporting Data to the ARM.

2.3 To the extent we are not able to fulfil our obligations under these Assisted Reporting Terms by reason of your failure or delay to perform your obligations under clause 2.2, we shall have no obligations or liability to you or to any third party for any direct or indirect loss as a result.

2.4 As part of our Assisted Reporting Services:

- (a) if we determine at our discretion (acting reasonably and in good faith) that Trade Reporting is required, we will take reasonable steps to:
 - (i) notify our APA of such, and instruct our APA to report the trade on your behalf;
 - (ii) send to our APA the relevant Reporting Data, including an appropriate flag to indicate that you are the reporting party. In the event your APA is not the same as our APA, we will be responsible for submitting, or our APA will be responsible for forwarding, as applicable, the relevant report onto your APA, provided it is a Linked APA; and
 - (iii) re-submit any such details that our APA requests, for example due to erroneous transmission or otherwise; and/or
- (b) if we determine at our discretion (acting reasonably and in good faith) that Transaction Reporting is required, we will take reasonable steps to:
 - (i) notify the ARM of such, and instruct the ARM to report the transaction on your behalf; and

- (ii) send to the ARM the relevant Reporting Data, including an appropriate flag to indicate that you are the reporting party. We will take reasonable measures to re-submit any such details that the ARM requests, for example due to erroneous transmission or otherwise.
- 2.5 We will take reasonable steps to ensure that accurate and complete details of the relevant transaction, and of any amendment or cancellation thereof that are required to be published under the relevant rules in connection with Reporting, are transmitted as soon as reasonably practicable to our APA or the ARM as applicable.
- 2.6 Subject to clause 2.5, if we become aware of a material error in any Reporting Data reported in accordance with these Assisted Reporting Terms, we will use reasonable efforts to resolve such error and re-report such error in Reporting Data if necessary.
- 2.7 We do not act as your agent in providing the Assisted Reporting Services. You acknowledge and agree that the regulatory obligation to report transactions under Applicable Law is and remains your responsibility.
- 2.8 We may delegate and/or outsource any operational functions and/or obligations under these Assisted Reporting Terms to an Affiliate or to a third party.
- 2.9 We may suspend the Assisted Reporting Services at any time for technical reasons or any other reason upon notice to you.
- 2.10 We will not provide the Assisted Reporting Services for orders or transactions which: (a) are not placed with us, (b) involve listed products (for which the relevant exchange or venue is responsible for fulfilling the necessary reporting obligations), or (c) are not within scope of the Applicable Laws in connection with Reporting.

3. **FEES**

- 3.1 We will not charge for the provision of the Assisted Reporting Services as of the date of this Agreement.
- 3.2 You acknowledge that fees may be charged to you by an APA or ARM in order for the proper execution of the Assisted Reporting Services.
- 3.3 Notwithstanding clause 3.1, upon reasonable notice by us, you acknowledge and agree to pay any future charges for the provision of the Assisted Reporting Services as we may deem necessary.

4. **UNDERTAKINGS, REPRESENTATIONS, WARRANTIES**

- 4.1 You agree that the Assisted Reporting Services is neither an inducement, nor an outsourcing arrangement, and that you will remain responsible for reporting the transaction at all times, under Applicable Law.
- 4.2 You undertake that you will take all reasonable steps to promptly cooperate with us and provide such information as may be requested by us to enable us to provide the Assisted Reporting Services.
- 4.3 You undertake that you will give us reasonable advance notice of any replacement of your APA, and will only replace your APA with another Linked APA if you wish us to continue providing the Assisted Reporting Services.

5. **EXCLUSIONS OF LIABILITY AND INDEMNITY**

5.1 You acknowledge and agree that we are not obliged to check the accuracy, authenticity or completeness of any information you provide us in relation to Reporting, any Reporting Data, any information provided to us by third parties, or any information from an APA or ARM, whether that information derives from you or any other person (including without limitation any trading venue, central counterparty or similar financial market infrastructure). We shall not be responsible for any errors contained therein.

5.2 **Exclusion of warranties:** To the maximum extent permissible by Applicable Law, we provide no warranties or representations, whether express, implied, statutory or whether contained in any communication with you as to the Assisted Reported Services provided hereunder. We specifically disclaim any implied warranty of merchantability, satisfactory quality, timeliness, fitness for a particular purpose, accuracy or that the Assisted Reporting Services or anything used in providing or facilitating them will be uninterrupted and shall not be responsible for any delays in providing the Assisted Reporting Services, failure to access the same or our inability to provide them.

5.3 **General exclusion:** Save to the extent that any Loss may not be excluded under English law or under Applicable Law, neither we nor our Affiliates nor our respective Staff or agents shall be liable for any Loss caused by any of the foregoing's, the APA's or the ARM's negligence, breach of contract, misrepresentation, breach of Applicable Law or otherwise which is incurred or suffered by you under the Assisted Reporting Terms unless such Loss is a reasonably foreseeable consequence and is caused directly from our, our Affiliate's or our or their Staff or agent's respective gross negligence, wilful default or fraud. Save in relation to fraud or personal injury, the aggregate liability of us, our Staff, our Affiliates and our Affiliates' Staff in relation to the Assisted Reporting Services provided under these Assisted Reporting Terms shall be limited to £10,000.

5.4 **Exclusion for loss of profit:** Notwithstanding clause 5.3, we shall not in any circumstances whatsoever be liable for any fines, penalties, loss of profit, business, revenue or opportunity (direct or indirect) or any special, indirect or consequential losses arising under or in connection with the Assisted Reporting Terms or in relation to the Assisted Reporting Services provided hereunder whether arising out of negligence, breach of contract, misrepresentation, breach of Applicable Law or otherwise (and such exclusion shall apply to any third party including your customers).

5.5 **Indemnity:** You shall indemnify and hold us, our Affiliates and any of our respective Staff harmless from and against any and all Losses incurred by or awarded against us arising from or in connection with (i) third party claims for Loss made against us or our Affiliates or respective Staff, (ii) any Loss which we, our Staff, or any of our Affiliates suffer, (iii) any act of negligence, misrepresentation, or other action or omission by either the APA or ARM; (iv) any information provided to us by you, including but not limited to all information included in any Reporting Data, or (v) any regulatory or investigative inquiries or information subpoenas, in each case which arise out of or in connection with the activities contemplated by these Assisted Reporting Terms or your breach of these Assisted Reporting Terms.

6. **TERMINATION**

6.1 Either you or we may notify the other in writing that it wishes to terminate the relationship governed by the Assisted Reporting Terms. The relationship shall terminate upon receipt of such notice. Where you are an agent for an Underlying Principal, then you or the Underlying Principal may give notice of termination in relation to that Underlying Principal without affecting the validity of the Assisted Reporting Terms in relation to other Underlying Principals. An Underlying Principal may notify us in writing that your agency has been terminated and another agent appointed in its place but until we have accepted such agent as our customer we shall not be obliged to accept any instructions from it.

7. **MISCELLANEOUS**

- 7.1 **Amendments:** We may amend the Assisted Reporting Terms by written notice. Amendments will become effective on the date specified by us. Unless otherwise stated by us when making amendments, the amendments will be binding upon you from the date of such amendment. The Assisted Reporting Terms and any amendments are available on our website (<http://www.cantorequities.com/assistedreporting>). It is your responsibility to ensure that you are referring to the most up to date version. Unless otherwise agreed, an amendment will not affect any outstanding Reporting or any legal rights or obligations which may already have arisen.
- 7.2 **Third Party Rights:** Other than by our Affiliates, the Assisted Reporting Terms shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 7.3 **Claims from your customers:** To the extent you have entered orders for the account of your customers or Underlying Principals, you shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of claims raised by your customers or your Underlying Principals.
- 7.4 **Force Majeure:** If we, an Affiliate, or a relevant APA or ARM, are prevented from performing any of our obligations under the Assisted Reporting Terms by an event of Force Majeure, we shall serve notice in writing on you specifying the nature and extent of the circumstances. There will be no obligation to perform any of our obligations under the Assisted Reporting Terms on the occurrence of a Force Majeure event or while a Force Majeure event is continuing. We shall use all reasonable endeavours to bring the Force Majeure event to a close or to find a solution by which the Assisted Reporting Terms may be performed despite the continuance of a Force Majeure event and/or we shall take all reasonable steps to resume performance as soon as is reasonably possible following the cessation of a Force Majeure event. In any event we shall not be liable to you for any delayed, partial or non-performance of our obligations hereunder by reason of Force Majeure.
- 7.5 **Severability:** If any provision of these Assisted Reporting Terms should be held illegal, invalid or unenforceable, the remainder of the Assisted Reporting Terms will be enforced to the full extent permitted by law.
- 7.6 **Assignment:** We may assign these Assisted Reporting Terms without your prior written consent. You may not assign these Assisted Reporting Terms without our prior written consent.
- 7.7 **Notices:** Any notice given under these Assisted Reporting Terms will be in writing and signed by or on behalf of the party giving it and will be served by delivering it personally, or sending it by registered or certified mail (return receipt requested) to One Churchill Place, Canary Wharf, London E14 5RD, and by sending it by electronic mail to: (i) for the attention of the office of General Counsel if the notice is a legal or contractual notice (cfelegal@cantor.com); (ii) for the attention of the Head of Compliance if the notice is a regulatory notice (compliance@cantor.co.uk); and (iii) the business (cfebusinessmanagement@cantor.co.uk) for any other notices. Notices regarding any amendments to the Assisted Reporting Terms may be given via our website (<http://www.cantorequities.com/assistedreporting>).
- 7.8 **Language:** English shall be the contractual language and shall be used in all communications between us. Further, all instructions must be given in English.
- 7.9 **Governing Law and Jurisdiction:** The Assisted Reporting Terms and any non-contractual obligations arising out of or in connection with them will be governed by, and construed in accordance with, the laws of England. It is agreed that the courts of England shall have exclusive jurisdiction in relation to any claim or dispute under the Assisted Reporting Terms or in relation to any non-contractual obligations arising out of or in connection with them
- 7.10 **Entire Agreement:** These Assisted Reporting Terms constitute the entire agreement between you and us and supersedes and extinguishes anything you provide us, any of your terms, all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its subject matter.

Schedule 1

Approved ARMs:

UnaVista