

2018 FIA TECH GIVE-UP AGREEMENT TRANSFER PROTOCOL

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by FIA Technology Services, Inc.

FIA Technology Services, Inc. (**FIA Tech**) has published this 2018 FIA Tech Give-Up Agreement Transfer Protocol (this **Protocol**) to enable, as between Adopting Parties, one or more of an Original GUA and, where applicable, an Original Screening Agreement (such Original GUA and Original Screening Agreement, the **Original Agreements** and each an **Original Agreement**) to be replicated such that, in each case, a New GUA and New Screening Agreement (such New GUA and New Screening Agreement, the **New Agreements** and each a **New Agreement**) are deemed entered into between such Adopting Parties, each on the same terms as the respective Original Agreement, save that the Eligible Sender which was a party to the Original Agreement(s) is replaced by a Qualified Transferee in the New Agreement(s), subject to and in accordance with the process and conditions provided for in this Protocol.

Accordingly, by adopting this Protocol, Adopting Parties agree:

- (a) subject to the satisfaction of certain conditions, including, without limitation, the delivery of a Transition Notice by an Eligible Sender, that they may be deemed to have entered into, and be bound by the terms of, New Agreements with other Adopting Parties; and
- (b) that Original Agreements to which they are a party may be terminated pursuant to an election by the Eligible Sender in the relevant Transition Notice.

A party to an Original Agreement may adopt this Protocol and thereby be bound by its terms by completing and electronically delivering an adoption letter in substantially the form set out in Annex 1 hereto (an **Adoption Letter**):

- (a) if such party is a Conformed Party, via DOCS; or
- (b) if such party is a Non-Conformed Party, in the form of a locked PDF attachment,

in each case, to FIA Tech, as agent for the party for the limited purposes of this Protocol, as set forth in paragraph 2 of this Protocol.

As described below, an Adopting Party may be either a Principal or an Agent in respect of an Original GUA or a New GUA and may act under this Protocol on behalf of itself and Principals represented by such Adopting Party (if any). Subject to it having adopted the Protocol in such capacity (or capacities, as applicable), the capacity (or capacities, as applicable) in which an Adopting Party enters into a New GUA pursuant to the provisions of this Protocol will be the same as the capacity (or capacities, as applicable) in which it entered into the corresponding Original Agreement.

1. DEFINITIONS

References in this Protocol to the following terms shall have the following meanings:

Adoption Letter has the meaning given to it in the preamble to this Protocol;

Adopting Party means a party which has adopted this Protocol (including, without limitation, as Agent or Principal or both) in the manner set forth in paragraph 2 and paragraph 5 of this Protocol;

Agent means an entity that enters into an Original GUA and executes and delivers an Adoption Letter with respect to this Protocol on behalf of, and as agent for, one or more Principals and includes, without limitation, a 'Trader acting on behalf of a Customer' pursuant to an Original GUA;

Agreement ID means, in respect of an Original Agreement, the ID assigned by DOCS to such Original Agreement;

Business Day means a day on which commercial banks and foreign exchange markets are generally open to settle payments in New York and London and on which FIA Tech's New York office is open;

Closing Date has the meaning given to it in paragraph 2(b) of this Protocol;

Conformed Party means an Adopting Party which has executed a System User Agreement with FIA Tech;

Cut-Off Time means, in respect of an Original Agreement which is the subject of a Transition Notice, 22:00:00 UTC time on the Business Day falling ten Business Days after the Lock-Down Commencement Date;

DOCS means FIA Tech's electronic document execution system service for execution of, among other things, Original GUAs (formerly known as the Electronic Give-Up System and Agreement (EGUS));

Effective Date means, in respect of a New Agreement, the Business Day falling eleven Business Days following the Lock-Down Commencement Date in respect of the Original Agreement which such New Agreement corresponds to;

Effective Time means 00:00:00 UTC time;

Electronic Copy has the meaning given to it in paragraph 4(j) of this Protocol;

Eligible Sender means, in respect of an Original Agreement, an Adopting Party which is (a) an 'Executing Broker', 'Clearing Broker', 'Executing Administrative Clearer', 'Clearing Administrative Clearer', 'Carrying Broker', 'Order Passing Broker', 'LME Clearing Member', 'LME Executing Member', or 'Dealer' pursuant to the terms of such Original Agreement and (b) a Conformed Party;

FIA means the Futures Industry Association;

Give-Up Screening Agreement means any agreement which constitutes a 'Give-Up Screening Agreement' as published on the FIA website www.fia.org and amended by the parties thereto from time to time;

GUA means any of the following, as published on the FIA website www.fia.org and amended by the parties thereto from time to time;

- (a) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: Customer Version 2008';

- (b) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: Trader Version 2008';
- (c) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: Trader Version With Order Passing Broker 2008';
- (d) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (1) 2008';
- (e) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (2) 2008';
- (f) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (3) 2008';
- (g) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (4) 2008 (*Executing Administrative Clearer*)';
- (h) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (5) 2008 (*Clearing Administrative Clearer*)';
- (i) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (6) 2008 (*Executing and Clearing Administrative Clearers*)';
- (j) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (7) 2008 (*Executing Administrative Clearer, Carrying Broker*)';
- (k) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (8) 2008 (*Executing and Clearing Administrative Clearers, Carrying Broker*)';
- (l) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Trader Version (1) 2008';
- (m) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Trader Version (2) 2008';
- (n) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Trader Version (3) 2008';
- (o) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Trader Version (4) 2008 (*Executing Administrative Clearer*)';
- (p) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Trader Version (5) 2008 (*Clearing Administrative Clearer*)';
- (q) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Trader Version (6) 2008 (*Executing and Clearing Administrative Clearers*)';
- (r) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Trader Version (7) 2008 (*Executing Administrative Clearer, Carrying Broker*)';

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- (s) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Trader Version (8) 2008 (*Executing and Clearing Administrative Clearers, Carrying Broker*)';
- (t) 'International Uniform EFP Transactions Agreement: Customer Version 2008';
- (u) 'International Uniform EFP Transactions Agreement: Trader Version 2008';
- (v) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: Customer Version 2017';
- (w) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: Trader Version 2017';
- (x) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: Trader Version With Order Passing Broker 2017';
- (y) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (1) 2017';
- (z) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (2) 2017';
- (aa) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (3) 2017';
- (bb) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (4) 2017 (*Executing Administrative Clearer*)';
- (cc) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (5) 2017 (*Clearing Administrative Clearer*)';
- (dd) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (6) 2017 (*Executing and Clearing Administrative Clearers*)';
- (ee) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (7) 2017 (*Executing Administrative Clearer, Carrying Broker*)';
- (ff) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Customer Version (8) 2017 (*Executing and Clearing Administrative Clearers, Carrying Broker*)';
- (gg) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Trader Version (1) 2017';
- (hh) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Trader Version (2) 2017';
- (ii) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Trader Version (3) 2017';
- (jj) 'International Uniform Brokerage Executed Services ("Give-Up") Agreement: LME Trader Version (4) 2017 (*Executing Administrative Clearer*)';

- (kk) ‘International Uniform Brokerage Executed Services (“Give-Up”) Agreement: LME Trader Version (5) 2017 (*Clearing Administrative Clearer*)’;
- (ll) ‘International Uniform Brokerage Executed Services (“Give-Up”) Agreement: LME Trader Version (6) 2017 (*Executing and Clearing Administrative Clearers*)’;
- (mm) ‘International Uniform Brokerage Executed Services (“Give-Up”) Agreement: LME Trader Version (7) 2017 (*Executing Administrative Clearer, Carrying Broker*)’;
- (nn) ‘International Uniform Brokerage Executed Services (“Give-Up”) Agreement: LME Trader Version (8) 2017 (*Executing and Clearing Administrative Clearers, Carrying Broker*)’;
- (oo) ‘International Uniform EFP Transactions Agreement: Customer Version 2017’;
- (pp) ‘International Uniform EFP Transactions Agreement: Trader Version 2017’; and
- (qq) any other agreement as determined by FIA Tech from time to time, acting in its sole discretion and as notified by FIA Tech to Adopting Parties by way of a notice on the FIA Tech website www.fia-tech.com.

Intended Transition Date has the meaning given to it in paragraph 4(c)(iv) of this Protocol;

Interim Agreement has the meaning given to it in paragraph 4(i)(i) of this Protocol;

Lock-Down Commencement Date has the meaning given to it in paragraph 4(e) of this Protocol;

Lock-Down Commencement Time has the meaning given to it in paragraph 4(e) of this Protocol;

New Adopting Party means, in respect of an Original Agreement which is the subject of a Transition Notice, the party specified by the Eligible Sender in such Transition Notice as the Qualified Transferee which will replace it as a party to the New Agreement (which replicates such Original Agreement) deemed entered into pursuant to the provisions of this Protocol;

New Agreement has the meaning given to it in the preamble to this Protocol;

New GUA means, in respect of an Original GUA, an agreement which replicates such Original GUA, as entered into pursuant to the provisions of this Protocol;

New Screening Agreement means, in respect of an Original Screening Agreement, an agreement which replicates such Original Screening Agreement, as entered into pursuant to the provisions of this Protocol;

Non-Conformed Party means a party that is not a Conformed Party;

Notice ID means, in respect of a Transition Notice, the ID assigned by DOCS to such Transition Notice;

Original Agreement has the meaning given to it in the preamble to this Protocol;

Original GUA means any agreement which constitutes a GUA as entered into by the Adopting Parties (either as Principal or by an Agent on behalf of the relevant Principal(s)) prior to the Lock-Down Commencement Time, including, without limitation, any such agreements executed outside of DOCS. For the avoidance of doubt, (a) an Original GUA includes, without limitation, any New GUA deemed entered

into between Adopting Parties pursuant to the provisions of this Protocol; and (b) where a New GUA is deemed entered into pursuant to the provisions of this Protocol, only 'orders' which have been 'executed' pursuant to the terms of the corresponding Original GUA before the Effective Time on the Effective Date in respect of such New Agreement shall be deemed to be subject to the terms of such Original GUA, save for any 'orders' which are expressly agreed by the Adopting Parties to such Original GUA to be subject to the terms of such Original GUA (to the extent such Original GUA has not been terminated).

Original Screening Agreement means any agreement which constitutes a Give-Up Screening Agreement, as entered into by the Adopting Parties in their capacities of 'Executing Broker' and 'Clearing Broker', including, without limitation, any such agreements executed outside of DOCS. For the avoidance of doubt, an Original Screening Agreement includes, without limitation, any New Screening Agreement deemed entered into between Adopting Parties pursuant to the provisions of this Protocol;

Outstanding Transition Notice means, at any time, a Transition Notice in respect of which (a) a Rejection Notice has not been sent pursuant to paragraph 4(f) of this Protocol at such time, (b) the relevant Original Agreement has not otherwise been terminated at such time, whether pursuant to the provisions of this Protocol or otherwise and (c) the Cut-Off Time has not yet occurred;

Qualified Transferee means, in respect of any Eligible Sender, (a) any branch of such Eligible Sender (or where such Eligible Sender is a specific branch of an entity, any other branch of such entity) or (b) an entity that (i) controls, is controlled by, or is under common control with such Eligible Sender; and (ii) has all requisite power and authority to perform its obligations under the New Agreements deemed entered into pursuant to the provisions of this Protocol. For purposes of this Protocol, "control" shall mean possessing, directly or indirectly, (x) at least fifty per. cent of the voting securities of the entity, or (y) the power to direct, or cause the direction of the management, policies, or operation of an entity whether through ownership of voting securities, by contract or otherwise;

Qualifying Condition means, in respect of an Original Agreement which is the subject of a Transition Notice, the New Adopting Party specified in such Transition Notice is a Qualified Transferee of the Eligible Sender;

Principal means a party that is a principal to transactions under an Original Agreement, in accordance with the terms of such agreement and includes, without limitation, any 'Customers' with respect to which a 'Trader' is acting on their behalf pursuant to the provisions of an Original GUA;

Rejection Notice means a notice in writing in the form of a locked PDF attachment, in the case of a Non-Conformed Party, or via DOCS, in the case of a Conformed Party, in each case, in substantially the form set out in Annex 3 hereto;

Relevant Party has the meaning given to it in paragraph 4(e) of this Protocol;

Remaining Adopting Party means, in respect of an Original Agreement which is the subject of a Transition Notice, each Adopting Party to such Original Agreement but excluding the Eligible Sender of such Transition Notice;

Revocation Date has the meaning given to it in paragraph 2(g) of this Protocol;

Revocation Notice means a notice in writing in the form of a locked PDF attachment, in the case of a Non-Conformed Party, or via DOCS, in the case of a Conformed Party, in each case, in substantially the form set out in Annex 4 hereto;

System User Agreement means the Terms & Conditions for Use of the DOCS System, as published on the FIA Tech website www.fia-tech.com from time to time; and

Transition Notice means a notice via DOCS, in substantially the form set out in Annex 2 hereto.

2. **ADOPTION OF THIS PROTOCOL**

- (a) Adoption of this Protocol will be evidenced by the execution and delivery, in accordance with this paragraph 2, to FIA Tech, as agent, of an Adoption Letter by an Adopting Party.
- (b) FIA Tech shall have the right, in its sole and absolute discretion, upon thirty calendar days' notice on the FIA Tech website at www.fia-tech.com (or by other suitable means) to designate a date as the closing date of this Protocol (such date, the **Closing Date**). After the Closing Date, FIA Tech will not accept any further Adoption Letters with respect to this Protocol.
- (c) A party wishing to adopt this Protocol, whether as Agent or Principal or both, must deliver to FIA Tech, as agent, an Adoption Letter. Each Adopting Party acknowledges and agrees that:
 - (i) in the case of an Adopting Party which is a Non-Conformed Party, the email address provided in its Adoption Letter; or
 - (ii) in the case of an Adopting Party which is a Conformed Party, the email address provided by it for the purposes of DOCS,

will, in each case, be used by FIA Tech for all correspondence with such Adopting Party in connection with this Protocol, including, without limitation, in connection with a Transition Notice. In adopting this Protocol, an Adopting Party may not specify additional provisions, conditions or limitations in its Adoption Letter.

- (d) Once FIA Tech has approved and accepted the signed Adoption Letter, the relevant Adopting Party will receive e-mail confirmation from FIA Tech of its adoption of this Protocol. However, a party shall only be deemed to be an Adopting Party as of the time FIA Tech publishes such Adopting Party's name on its website, www.fia-tech.com, as an adopter of this Protocol, pursuant to this paragraph 2(d). An Adopting Party which is a Non-Conformed Party should be aware that it will need to agree terms with FIA Tech outside of this Protocol to view the list of Adopting Parties on FIA Tech's website.
- (e) This Protocol is intended for use without negotiation, but without prejudice to any amendment, modification or waiver in respect of an Original Agreement that the parties may otherwise effect in accordance with the terms of such Original Agreement.
- (f) In adopting this Protocol, an Adopting Party may not specify additional provisions, conditions or limitations in its Adoption Letter. Any purported adoption that FIA Tech, as agent, determines in good faith is not in compliance with this Protocol will be void. FIA Tech may inform the relevant party of the same as soon as reasonably practicable after making such determination but failure by FIA Tech to so notify will not result in any such purported adoption being deemed valid.
- (g) Each Adopting Party acknowledges and agrees that adoption of this Protocol is irrevocable with respect to any New Agreements deemed entered into pursuant to the provisions of this Protocol prior to a Revocation Notice becoming effective in accordance with this Paragraph 2(g). In order

to effect a revocation from this Protocol, an Adopting Party may deliver to FIA Tech, as agent, a Revocation Notice. A Revocation Notice will be deemed effective on the second Business Day after the day it is delivered to FIA Tech, as agent, save that if the day the Revocation Notice is delivered to FIA Tech, as agent, is not a Business Day or the Revocation Notice is delivered to FIA Tech, as agent, after 22:00:00 UTC time on a Business Day, such Revocation Notice will be deemed delivered to FIA Tech, as agent, on the first following day that is a Business Day (the day on which the Revocation Notice is deemed effective being the **Revocation Date**). Upon the occurrence of the Revocation Date (and irrespective of whether FIA Tech has updated the list of Adopting Parties pursuant to paragraph 2(d) above) but without prejudice to any New Agreement deemed entered into pursuant to the provisions of this Protocol on or prior to the Revocation Date which will continue in full force and effect, this Protocol will not deem (a) the entry into of any New Agreements or (b) the termination of any Original Agreements, in each case, to which the relevant Adopting Party is a party, including in respect of any Original Agreements which are currently the subject of a Transition Notice but for which the Cut-Off Time has not yet occurred. In revoking its adoption of this Protocol, an Adopting Party may not specify additional provisions, conditions or limitations in its Revocation Notice. Any purported revocation that FIA Tech, as agent, determines in good faith is not in compliance with this paragraph 2(g) will be void and FIA Tech shall notify the relevant party as soon as reasonably practicable.

- (h) Acceptance by FIA Tech of a subsequent or revised Adoption Letter from an Adopting Party will not affect any New Agreements deemed entered into pursuant to the provisions of this Protocol.

3. REPRESENTATIONS

(a) *Representations by a Principal*

In the case of an Adopting Party who is a Principal, such Principal represents to: (a) each Adopting Party which is a party under an Original Agreement entered into with such Principal; and (b) each Adopting Party which is a party to a New Agreement deemed entered into with such Principal that, as of: (i) the day on which such Principal adopts this Protocol in accordance with paragraph 2 of this Protocol; and (ii) in the case of (b) only, (x) if such Principal is an Eligible Sender, the day on which such Principal delivers a Transition Notice to the Relevant Parties in accordance with paragraph 4 of this Protocol and (y) the Effective Date in respect of such New Agreement that:

- (i) it is, if relevant, duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;
- (ii) it is duly authorised and has the power to execute and deliver the Adoption Letter and such Transition Notice, as applicable, and to perform its obligations under (a) the Adoption Letter and, if applicable, the Transition Notice, in each case, in connection with the provisions of this Protocol and (b) such New Agreement and has taken all necessary action to authorize such execution, delivery and performance;
- (iii) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgement of any court or other agency applicable to it or any contractual restriction binding on it;
- (iv) the person signing the Adoption Letter and such Transition Notice, as applicable, on its behalf is duly authorised to do so on its behalf;

- (v) all governmental, regulatory and other consents that are required to have been obtained by it with respect to the Adoption Letter, this Protocol, such New Agreement and such Transition Notice, as applicable, have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
- (vi) its obligations under: (a) the Adoption Letter and if applicable, the Transition Notice, in each case, in connection with the provisions of this Protocol; and (b) such New Agreement, in each case, constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms; and
- (vii) in the case of a Non-Conformed Party, the text of its Adoption Letter conforms to the form of Adoption Letter at Annex 1 hereto.

(b) ***Representations by an Agent***

In the case of an Adopting Party who is an Agent acting on behalf of a Principal, such Agent represents to: (a) each Adopting Party which is party under an Original GUA entered into with it; and (b) each Adopting Party which is a party to a New GUA deemed entered into with it that, as of the day on which such Agent adopts this Protocol in accordance with paragraph 2 of this Protocol and, in the case of (b) only, on each Effective Date in respect of such New GUA that:

- (i) each of the Agent and such Principal is, if relevant, duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;
- (ii) the Agent is duly authorised and has the power to execute and deliver the Adoption Letter. Each of the Agent and such Principal is duly authorised and has the power to perform its respective obligations, if any, under, as applicable, the Adoption Letter in connection with the provisions of this Protocol and such New GUA. Each of the Agent and such Principal has taken all necessary action to authorize, as applicable, such execution, delivery and performance;
- (iii) such execution, delivery and performance by such Principal and/or Agent, as applicable, do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgement of any court or other agency applicable to it or any contractual restriction binding on it;
- (iv) the person signing the Adoption Letter on behalf of (a) such Principal and (b) the Agent on behalf of such Principal, is duly authorised to do so on its behalf;
- (v) all governmental, regulatory and other consents that are required to have been obtained by the Agent and/or the Principal with respect to, as applicable, the Adoption Letter, this Protocol and such New GUA have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
- (vi) the respective obligations of the Agent and such Principal under, as applicable, the Adoption Letter in connection with the provisions of this Protocol and such New GUA constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms; and

- (vii) in the case of a Non-Conformed Party, the text of its Adoption Letter conforms to the form of Adoption Letter at Annex 1 hereto.

4. OPERATION OF THE PROTOCOL

- (a) Each Adopting Party acknowledges and agrees for the benefit of each other relevant Adopting Party that for each Original Agreement in respect of which:

- (i) an Eligible Sender sends a Transition Notice in accordance with this paragraph 4 which is not rejected by a Remaining Adopting Party prior to the Cut-Off Time; and
- (ii) subject to paragraph 4(b) below, the Qualifying Condition is satisfied,

and provided such Original Agreement is not otherwise terminated by any of the Adopting Parties thereto pursuant to its terms prior to the Cut-Off Time,

- (A) in the case of an Original Agreement which constitutes an Original GUA, a New GUA will be deemed entered into between each Remaining Adopting Party (subject to paragraph 4(c)(i)) and the New Adopting Party specified in the Transition Notice at the Effective Time on the Effective Date on the same terms as such Original GUA as of the Lock-Down Commencement Time; and
- (B) in the case of an Original Agreement which constitutes an Original Screening Agreement, a New Screening Agreement will be deemed entered into by the Remaining Adopting Party and the New Adopting Party specified in the Transition Notice at the Effective Time on the Effective Date on the same terms as such Original Screening Agreement as of the Lock-Down Commencement Time.

Where an Eligible Sender elects to terminate an Original Agreement in the relevant Transition Notice, then in the case of:

- (X) the rejection of such Transition Notice pursuant to paragraph 4(f) of this Protocol, such Original Agreement shall be deemed to be terminated immediately prior to the Effective Time on the Business Day falling eleven Business Days following the Lock-Down Commencement Date in respect of such Original Agreement; and
- (Y) the deemed entry into of a New Agreement pursuant to this paragraph 4(a), such Original Agreement shall be deemed to be terminated immediately prior to the Effective Time on the Effective Date of such New Agreement.

Unless otherwise agreed by the relevant parties, where a New GUA is deemed entered into pursuant to the provisions of this Protocol, (a) any notices sent by the Clearing Broker which place limits or conditions on the orders the Clearing Broker will accept for give-up for the relevant Customer's account pursuant to the terms of the Original GUA on or prior to the Lock-Down Commencement Time in respect of such Original GUA will also apply to such New GUA notwithstanding, for the avoidance of doubt, any change to the Executing Broker, Clearing Broker or any other party to such New Agreement pursuant to the provisions of this Protocol; and (b) any 'orders' in respect of an Original GUA which have not been 'executed' pursuant to the terms of

such Original GUA before the Effective Time on the Effective Date of such New GUA shall be deemed to be subject to the terms of such New GUA.

Notwithstanding the Intended Transition Date specified by an Eligible Sender in a Transition Notice, any New Agreement deemed entered into pursuant to the provisions of this Protocol shall be deemed entered into as of the Effective Time on the Effective Date.

- (b) To the extent the Qualifying Condition with respect to an Original Agreement specified in a Transition Notice is not satisfied and an Adopting Party to such Original Agreement notifies FIA Tech of the same prior to the Cut-Off Time, such Transition Notice shall be deemed void with respect to such Original Agreement only and such Original Agreement shall be deemed to continue in the ordinary course notwithstanding any election by the Eligible Sender to terminate such Original Agreement in the relevant Transition Notice. For the avoidance of doubt, if FIA Tech is not notified prior to the Cut-Off Time, a New Agreement will be deemed entered into pursuant to the terms of this Protocol, notwithstanding the failure to satisfy the Qualifying Condition.
- (c) In a Transition Notice, the Eligible Sender must:
 - (i) specify the Agreement ID of (a) each Original GUA (and, where applicable, the account numbers of the relevant Principals with respect to each such Agreement ID) and (b) each Original Screening Agreement, if any, which it is seeking to replicate pursuant to the provisions of this Protocol. For the avoidance of doubt, any Original GUA (x) which has an Agreement ID specified in a Transition Notice and (y) where the account number of the relevant Principal in respect of such Original GUA is not specified by the Eligible Sender in the Transition Notice, shall continue in the ordinary course pursuant to its terms, irrespective of the provisions of this Protocol;
 - (ii) specify the identity of the New Adopting Party replacing the Eligible Sender in respect of the Original Agreement(s) specified in such Transition Notice;
 - (iii) elect whether or not to terminate the relevant Original Agreement(s) specified in such Transition Notice in the case of (a) the rejection of such Transition Notice pursuant to paragraph 4(f) of this Protocol and (b) the deemed entry into of a New Agreement pursuant to paragraph 4(a) of this Protocol;
 - (iv) specify the date it intends any New Agreement deemed entered into pursuant to the provisions of this Protocol as a result of such Transition Notice to become effective, subject to the terms of this Protocol (the **Intended Transition Date**); and
 - (v) represent and warrant that the Qualifying Condition is satisfied with respect to each Original Agreement specified in such Transition Notice.

An Eligible Sender may not specify additional provisions, conditions or limitations in its Transition Notice. In addition, an Eligible Sender must act in the same capacity under each Original GUA and each Original Screening Agreement (if any) which is specified in a given Transition Notice.

- (d) Provided that all parties to an Original Agreement are Adopting Parties, an Eligible Sender may on any Business Day send a completed Transition Notice to FIA Tech, as agent, in respect of such

Original Agreement. A Transition Notice will be deemed effective for the purposes of receipt by FIA Tech only (and not, for the avoidance of doubt, for the purposes of the Lock-Down Commencement Date (as defined below)) on the day it is delivered to FIA Tech, as agent, save that if such day is not a Business Day or the Transition Notice is delivered to FIA Tech, as agent, after 22:00:00 UTC time on a Business Day, such Transition Notice will be deemed effective on the first following day that is a Business Day. For the avoidance of doubt, any purported Transition Notice is subject to the review and approval by FIA Tech, acting in its sole discretion. Any purported Transition Notice that FIA Tech, as agent, determines in good faith is not in compliance with this paragraph 4(d) will be void.

- (e) FIA Tech, as agent, will notify (a) each Remaining Adopting Party to the Original Agreement(s) and (b) the New Adopting Party specified in a Transition Notice (each a **Relevant Party**) of such Transition Notice by way of an email notification (a) in the case of any Relevant Party which is a Conformed Party, via DOCS and (b) in the case of any Relevant Party which is a Non-Conformed Party, to the email address specified in its Adoption Letter. FIA Tech, as agent, will not be under any obligation to confirm receipt of such email notification by a Relevant Party, notwithstanding if FIA Tech, as agent, receives any email bounce-backs or otherwise, in response to such email notification. Any email notification, or notification via DOCS, of a Transition Notice from FIA Tech will be deemed effective on the day it is delivered, save that if such day is not a Business Day or that notification is delivered after 22:00:00 UTC time on a Business Day, such notification will be deemed effective on the first following day that is a Business Day (the day on which such email notification or notification via DOCS is deemed effective being the **Lock-Down Commencement Date** and the time such email notification or notification via DOCS is delivered being the **Lock-Down Commencement Time**).
- (f) A Remaining Adopting Party may reject the Transition Notice by delivering a Rejection Notice to FIA Tech, as agent, prior to the Cut-Off Time in respect of such Transition Notice. A Remaining Adopting Party may reject the terms of a Transition Notice with respect to (a) all, or some only of the Agreement IDs specified in the Transition Notice and (b) in respect of any given Agreement ID, all (but not some only) of the Principals pursuant to such Agreement ID as specified by reference to the relevant account numbers in such Transition Notice. A Rejection Notice will be deemed effective on the day it is delivered to FIA Tech, as agent, save that if such day is not a Business Day or the Rejection Notice is delivered to FIA Tech, as agent, on or after 22:00:00 UTC time on a Business Day, the Rejection Notice will be deemed effective on the first following day that is a Business Day. For the avoidance of doubt, if the first following day that is a Business Day falls after the Cut-Off Time, the relevant Rejection Notice will not be deemed delivered to FIA Tech prior to the Cut-Off Time. Any purported Rejection Notice that FIA Tech, as agent, determines in good faith is not in compliance with this paragraph (f) will be void and FIA Tech shall notify the relevant Adopting Party as soon as reasonably practicable. Upon receipt of a Rejection Notice pursuant to this paragraph (e), FIA Tech will notify by email the relevant Adopting Parties to which such Rejection Notice relates as soon as reasonably practicable, save that any failure by FIA Tech to so notify will not result in any such Rejection Notice being deemed invalid. In addition, FIA Tech, as agent, will not be under any obligation to confirm receipt of such email notification by the relevant Adopting Parties, notwithstanding if FIA Tech, as agent, receives any email bounce-backs or otherwise, in response to such email notification.
- (g) A New Adopting Party shall not have the ability pursuant to the Protocol to reject a Transition Notice. By adopting this Protocol, each New Adopting Party agrees to enter into and be bound by the terms of any New Agreement deemed entered into pursuant to the provisions of this Protocol.

- (h) Each Adopting Party acknowledges and agrees that an Adopting Party which is a party to an Original Agreement may terminate such Original Agreement in accordance with its terms outside of this Protocol:
 - (i) prior to the Cut-Off Time, in which case any Outstanding Transition Notice in respect of such Original Agreement will be deemed void immediately and no New Agreement shall be deemed entered into in respect of such Original Agreement pursuant to the provisions of this Protocol, notwithstanding whether any Remaining Adopting Party has sent a Rejection Notice to FIA Tech, as agent, in respect of such Original Agreement by the Cut-Off Time; or
 - (ii) on or after the Cut-Off Time but before the Effective Time on the Effective Date of the corresponding New Agreement (if any), in which case such New Agreement will be deemed entered into pursuant to the provisions of this Protocol, notwithstanding the termination of such Original Agreement in accordance with its terms.
- (i) Without prejudice, in each case, to paragraph 4(h) of this Protocol, if, pursuant to this paragraph 4, a Transition Notice is delivered to FIA Tech, as agent, pursuant to paragraph 4(f) of this Protocol, in respect of an Original Agreement which is the subject of an Outstanding Transition Notice (the latter Transition Notice being the **Subsequent Transition Notice**):
 - (i) in the event such Outstanding Transition Notice results in the deemed entry into of a New Agreement (such New Agreement, the **Interim Agreement**) pursuant to the provisions of this Protocol, then:
 - (A) for the avoidance of doubt, the Subsequent Transition Notice shall apply to the Interim Agreement as if it were the Original Agreement specified in the Subsequent Transition Notice; and
 - (B) where the Eligible Sender elected in the Subsequent Transition Notice:
 - I. to terminate the Original Agreement in the case of a rejection of the Subsequent Transition Notice pursuant to paragraph 4(f) of this Protocol, it shall be deemed to have elected to terminate (a) the Original Agreement and (b) the Interim Agreement, in the case of a rejection of the Subsequent Transition Notice pursuant to paragraph 4(f) of this Protocol;
 - II. not to terminate the Original Agreement in the case of a rejection of the Subsequent Transition Notice pursuant to paragraph 4(f) of this Protocol, it shall be deemed to have elected (a) not to terminate the Original Agreement and (b) not to terminate the Interim Agreement, in the case of a rejection of the Subsequent Transition Notice pursuant to paragraph 4(f) of this Protocol, save that where the Original Agreement has been terminated prior to the Cut-off Time relating to such Subsequent Transition Notice pursuant to the provisions of this Protocol or otherwise, it shall be deemed to have elected not to terminate the Interim Agreement in the case of a rejection of the Subsequent Transition Notice pursuant to paragraph 4(f) of this Protocol;

- III. to terminate the Original Agreement in the case of the deemed entry into of a New Agreement pursuant to paragraph 4(a) of this Protocol, it shall be deemed to have elected to terminate (a) the Original Agreement and (b) the Interim Agreement, in the case of the deemed entry into of a New Agreement pursuant to paragraph 4(a) of this Protocol from the Subsequent Transition Notice; and
 - IV. not to terminate the Original Agreement in the case of the deemed entry into of a New Agreement pursuant to paragraph 4(a) of this Protocol, it shall be deemed to have elected (a) not to terminate the Original Agreement and (b) not to terminate the Interim Agreement, in the case of the deemed entry into of a New Agreement pursuant to paragraph 4(a) of this Protocol from the Subsequent Transition Notice, save that where the Original Agreement has been terminated prior to the Cut-Off Time relating to such Subsequent Transition Notice pursuant to the provisions of this Protocol or otherwise, it shall be deemed to have elected not to terminate the Interim Agreement in the case of the deemed entry into of a New Agreement pursuant to paragraph 4(a) of this Protocol from the Subsequent Transition Notice,
 - (ii) in the event such Outstanding Transition Notice does not result in the deemed entry into of a New Agreement pursuant to the provisions of this Protocol, then the Subsequent Transition Notice shall apply to the Original Agreement in the ordinary course pursuant to the provisions of this Protocol.
- (j) Upon the deemed entry into of a New Agreement pursuant to the provisions of this Protocol and subject to the provisions herein, FIA Tech, as agent, may, as soon as reasonably practicable, create an electronic copy of such New Agreement (the **Electronic Copy**) and circulate such Electronic Copy to the New Adopting Party and each Remaining Adopting Party (a) via DOCS, in the case of a Conformed Party and (b) by way of email notification to the email address specified in the relevant Adoption Letter, in the case of a Non-Conformed Party. FIA Tech, as agent, will not be under any obligation to confirm receipt of such email notification by a Non-Conformed Party, notwithstanding if FIA Tech, as agent, receives any email bounce-backs or otherwise, in response to such email notification. To the extent there is any inconsistency between the terms of the New Agreement (as deemed entered into pursuant to the provisions of this Protocol) and the Electronic Copy generated by FIA Tech, the former shall prevail. Any failure by FIA Tech to create the Electronic Copy will not impact the terms of the New Agreement or the deemed entry into of such agreement pursuant to the provisions of this Protocol. For the avoidance of doubt, if FIA Tech creates an electronic copy of an agreement between Adopting Parties in respect of which no New Agreement has been deemed entered into pursuant to the provisions of this Protocol, such electronic copy shall not result in a binding agreement between such Adopting Parties. FIA Tech has full discretion as to whether to create and/or circulate an Electronic Copy and may decide not to do so, including, without limitation, in circumstances where the corresponding Original Agreement has been negotiated and/or executed outside of DOCS, irrespective of whether such Original Agreement is stored outside of DOCS or has been uploaded to DOCS for storage. Each Adopting Party acknowledges and agrees that FIA Tech shall have no involvement in, and no responsibility or liability related to, the circulation (or failure to create) an Electronic Copy pursuant to this paragraph 4(j). Each Adopting Party acknowledges and agrees that any Electronic Copy generated by FIA Tech may be stored by FIA Tech or any other Adopting Party which is a party to the relevant New Agreement on DOCS; provided, that the storage of any such Electronic

Copy may be subject to fee arrangements with FIA Tech which are outside the scope of this Protocol.

5. MISCELLANEOUS

(a) ***Entire Agreement; Restatement***

- (i) This Protocol constitutes the entire agreement and understanding of the Adopting Parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto. Each Adopting Party acknowledges and agrees that in adopting this Protocol it has not relied on any oral or written representations, warranties or other assurances (except as provided for herein) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Protocol will limit or exclude the liability of an Adopting Party for fraud.
- (ii) Except for any Original Agreement terminated (a) pursuant to its terms outside of this Protocol or (b) by the election of the Eligible Sender in the relevant Transition Notice, all terms and conditions of each Original Agreement between Adopting Parties will continue in full force and effect in accordance with their respective provisions, notwithstanding the creation of any New Agreements pursuant to the provisions of this Protocol or the receipt by FIA Tech of a Rejection Notice pursuant to paragraph 4(f) of this Protocol. Any termination of an Original Agreement pursuant to the provisions of this Protocol by the election of the Eligible Sender in a Transition Notice shall not affect any rights, liabilities or obligations of the Adopting Parties to such Original Agreement with respect to payments or other obligations incurred or outstanding on or prior to the date such termination is effective pursuant to paragraph 4(a) of this Protocol and all such payments and obligations shall be paid or performed by such Adopting Parties in accordance with the terms of such Original Agreement (irrespective of when such payments and obligations are payable or due to be performed) and nothing herein or in the relevant Transition Notice shall constitute a waiver or release of any outstanding rights of any Adopting Party with respect to such terminated Original Agreement.

(b) ***Amendments***

An amendment, modification or waiver in respect of the matters contemplated by this Protocol will only be effective in respect of an Original Agreement if made in accordance with the terms of the relevant Original Agreement, and then only with effect between the parties to that Original Agreement (and will only have effect to amend or override the provisions set forth in this Protocol if it expressly refers in writing to this paragraph 5(b)).

(c) ***Headings***

The headings used in this Protocol and any Adoption Letter are for purposes of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Protocol or any Adoption Letter.

(d) ***Definitions***

Capitalized terms used but not otherwise defined in this Protocol shall have the meanings given to them in the relevant Original Agreement.

(e) ***Governing law and arbitration***

This Protocol and any Adoption Letter entered into pursuant to the provisions of this Protocol will, as between each Adopting Party and in respect of each New Agreement between them, be governed by and construed in accordance with the laws of the State of New York, without reference to the application of principles of conflicts of law, provided that, for the avoidance of doubt, any New Agreement deemed entered into pursuant to the provisions of this Protocol shall be governed by and construed in accordance with the laws of the relevant jurisdiction that apply to such New Agreement pursuant to the provisions of this Protocol.

Any claim arising out of or relating to this Protocol, an Adoption Letter, a Transition Notice, a Rejection Notice or a Revocation Notice, or the breach, termination or validity thereof (as applicable), shall be adjudicated by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non Administered Arbitration of Business Disputes in effect on the date of this Protocol, by a panel of three independent and impartial arbitrators, of whom each party shall appoint one, and the third shall be elected by the first two. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Washington, D.C. Nothing herein shall be construed, as between Adopting Parties or as between an Adopting Party and FIA Tech, to constitute a waiver of any Adopting Party's sovereign immunity, to the extent applicable by law.

(f) ***Conflict with System User Agreement***

This Protocol (including, for the avoidance of doubt, any Adoption Letter, Revocation Notice, Rejection Notice or Transition Notice hereto or any New Agreement deemed entered into hereto) shall constitute an 'E-Agreement' for the purposes of an Adopting Party's System User Agreement. In the event of any inconsistency between an Adopting Party's System User Agreement and the provisions of this Protocol, this Protocol shall prevail.

(g) ***Limitation of liability***

In no event shall FIA Tech or any of its officers, servants or agents be liable to any Adopting Party or any other person for any lost business, lost profits, loss of use, business interruption, loss of data, cost of cover or any other consequential, special, punitive, exemplary, incidental or indirect losses, damages, expenses or claims whatsoever suffered or incurred by any Adopting Party or any other person arising out of or in connection with this Protocol (including, without limitation, any action pursuant to or a failure by FIA Tech to take any action pursuant to, in each case, the provisions of this Protocol), an Adoption Letter (including, without limitation, a failure by FIA Tech to publish a party's name on its website pursuant to paragraph 2(d) above), a Transition Notice or any New Agreement (including, without limitation, any orders executed thereunder) deemed entered into pursuant to the provisions of this Protocol, regardless of the form of action, whether based on statute or arising in contract or tort and regardless of whether such Adopting Party or other person has reason to know or in fact knows of the possibility thereof.

(h) ***Ability of an Agent to adopt this Protocol on Behalf of a Principal***

- (i) An Agent may adopt this Protocol only on behalf of all Principals represented by such Agent, provided, that such adoption shall only be effective with respect to Original GUAs entered into by such Agent on behalf of such Principals. An Agent is not required to identify each such Principal in its Adoption Letter.
 - (ii) Where an Agent adopts this Protocol on behalf of a Principal by executing and delivering to FIA Tech, as agent, an Adoption Letter on behalf of such Principal in accordance with paragraph 2 and this paragraph 5(h), references to the Adopting Party for purposes of this Protocol and the Adoption Letter shall be interpreted to refer to such Principal.
- (i) ***Adoption of the Protocol in respect of a branch***
- (i) An entity may elect to adopt this Protocol only in respect of the branch specified in its Adoption Letter, in which case references to the Adopting Party for purposes of this Protocol shall be interpreted to refer to such branch only. For the avoidance of doubt, if an entity wishes to adopt this Protocol in respect of more than one branch of such entity, the entity must provide a separate Adoption Letter to FIA Tech pursuant to the provisions of this Protocol in respect of each such branch.
 - (ii) Where an entity does not specify a branch in its Adoption Letter, it will be deemed to adopt this Protocol in respect of such entity, in which case references to the Adopting Party for purposes of this Protocol shall be interpreted to refer to such entity and not a particular branch of such entity, save that if a Transition Notice specifies a particular branch of such Adopting Party, all references to such Adopting Party in connection with such Transition Notice, including, without limitation, with respect to any New Agreement deemed entered into in connection with such Transition Notice, shall be interpreted to refer to such branch only.

ANNEX 1

FORM OF ADOPTION LETTER

[Letterhead of Adopting Party]

[Date]

Dear Sir/Madam

Re: **2018 FIA Tech Give-Up Agreement Transfer Protocol – Adoption Letter**

The purpose of this letter is to confirm our adoption as an “**Adopting Party**” to the 2018 FIA Tech Give-Up Agreement Transfer Protocol as published by FIA Technology Services, Inc. (**FIA Tech**) on 17 September, 2018 (the **Protocol**). This letter constitutes, as between each other Adopting Party and us, an Adoption Letter as referred to in the Protocol. The definitions and provisions contained in the Protocol are incorporated into this Adoption Letter.

1. Specific terms

We hereby represent that this is the only Adoption Letter submitted by us to FIA Tech in respect of the Protocol.

2. Appointment as Agent and Release

We hereby appoint FIA Tech as our agent for the limited purposes of the Protocol and accordingly we waive, and hereby release FIA Tech from, any rights, claims, actions or causes of action whatsoever (whether in contract, tort or otherwise) arising out of or in any way relating to this Adoption Letter or our adoption of the Protocol or any actions contemplated as being required by FIA Tech.

3. [Contact Details]

All notices to be delivered to us under the Protocol and/or with respect to this Adoption Letter should be sent to the following email address(es):

[●]]¹

We consent to the publication, and disclosure of the contents, of this letter by FIA Tech.

Yours faithfully,

[ADOPTING PARTY]²

¹ Only relevant if the Adopting Party is a Non-Conformed Party.

² Specify legal name of Adopting Party. If you wish to adopt this Protocol in respect of a particular branch only, you must specify this branch as the Adopting Party. A separate Adoption Letter is required for each branch you wish to adopt the Protocol in respect of, save that if you do not specify a branch, you will be deemed to adopt this Protocol in respect of the entity named as the Adopting Party, with the option to act in respect of a given branch of such entity only by specifying such branch in the relevant Transition Notice.

If you are an Agent and act on behalf of multiple Principals, you may indicate the following in the signature block: “[Investment/Asset Manager/Trader], acting on behalf of all the Principals listed in the relevant Original GUA entered into between it (as Agent) and the other relevant Adopting Parties”. If such a signature block is used, a separate Adoption Letter for each Principal does not need to be submitted to FIA Tech and no specific names of Principals will be publicly disclosed on the FIA website in connection with this Protocol.

FINAL VERSION

Signature: _____

Name: _____

Title: _____

ANNEX 2

FORM OF TRANSITION NOTICE

Notice Center > Notice Received

Transition Notice 144-282

Status: Pending - This transition is scheduled for 21-Dec-2018

[Reject All Agreements](#) [Download](#)

This notice constitutes, as between each Remaining Adopting Party to the Original Agreements specified below, the New Adopting Party specified herein and us, a Transition Notice as referred to in the 2018 FIA Tech Give-Up Agreement Transfer Protocol (the **Protocol**). The definitions and provisions contained in the Protocol are incorporated into this Transition Notice.

We represent and warrant that the Qualifying Condition is satisfied with respect to each Original Agreement specified below.

Notwithstanding the dates specified in this Transition Notice, we acknowledge that the terms of the Protocol shall govern:

- the date this Transition Notice becomes effective;
- the Effective Date and Effective Time of any New Agreement deemed entered into pursuant to this Protocol; and
- the date and time upon which the Original Agreement (if any) shall be deemed to be terminated pursuant to this Protocol.

We consent to the publication, and disclosure of the contents, of this notice by FIA Tech.

Sending Party

Eligible Sender (From Party)
Wonka Industries UK

Role
Executing Broker

New Adopting Party (To Party)
Wonka Industries EU

Initiator
[kelsylogaon](#)

Transition Details

Lock-Down Commencement Date & Lock-Down Commencement Time
06-Dec-2018 6:00 UTC
This will be stamped with actual email distribution time (6:00 UTC included here for illustration)

Effective Date & Effective Time
21-Dec-2018 00:00 UTC

Keep Original Agreements upon Acceptance?
Yes

Keep Original Agreements upon Rejection?
Yes

Transition Reason
None Disclosed

Transition Reasons:

- Brexit
- Restructuring/Reorganization
- Regulatory
- Merger/Acquisition
- None Disclosed

Receiving Party

Remaining Adopting Party (My Party)
Warbucks Industries

Agreements Affected

Total Agreements	# of Parties Affected
24	14
Pending Transition 19	Rejected 5

Figure A

Figure B

ANNEX 2 CONTINUED

Figure A - Reject in Entirety

⚠ You are about to **Reject this Transition Notice in its entirety.**

This notice constitutes, as between the Eligible Sender, each other relevant Adopting Party and us, a Rejection Notice as referred to in the 2018 FIA Tech Give-Up Agreement Transfer Protocol (the **Protocol**). The definitions and provisions contained in the Protocol are incorporated into this Rejection Notice.

The purpose of this notice is to notify you that we wish to reject the following:

Notice ID in its entirety

We acknowledge that this notice shall become effective upon being effectively delivered to FIA Tech pursuant to paragraph 4(e) of the Protocol.

We consent to the publication, and disclosure of the contents, of this notice by FIA Tech.

Check here to indicate that you have read and agree to the terms of this Rejection Notice

Cancel **Reject**

Figure B - Reject individual agreement

⚠ You are about to **Partially Reject this Transition Notice.**

This notice constitutes, as between the Eligible Sender, each other relevant Adopting Party and us, a Rejection Notice as referred to in the 2018 FIA Tech Give-Up Agreement Transfer Protocol (the **Protocol**). The definitions and provisions contained in the Protocol are incorporated into this Rejection Notice.

The purpose of this notice is to notify you that we wish to reject the following:

Notice ID in respect only of the following Agreement IDs:

10798

We acknowledge that this notice shall become effective upon being effectively delivered to FIA Tech pursuant to paragraph 4(e) of the Protocol.

~~We consent to the publication, and disclosure of the contents, of this notice by FIA Tech.~~

Check here to indicate that you have read and agree to the terms of this Rejection Notice

Cancel **Reject**

ANNEX 3

FORM OF REJECTION NOTICE

[Letterhead of party sending the Rejection Notice]³

[Date]

Dear Sir/Madam

Re: **2018 FIA Tech Give-Up Agreement Transfer Protocol – Rejection Notice**

This notice constitutes, as between the Eligible Sender, the New Adopting Party and us, a Rejection Notice as referred to in the 2018 FIA Tech Give-Up Agreement Transfer Protocol (the **Protocol**). The definitions and provisions contained in the Protocol are incorporated into this Rejection Notice.

The purpose of this notice is to notify you that we wish to reject the following:

[_____ notice ID in its entirety].

[OR]

[_____ notice ID in respect only of the following Agreement IDs only; and

_____ List of Agreement IDs (can also be attached in Excel format).]

We acknowledge that this notice shall become effective upon being effectively delivered to FIA Tech pursuant to paragraph 4(e) of the Protocol.

We consent to the publication, and disclosure of the contents, of this notice by FIA Tech.

Yours faithfully,

[ADOPTING PARTY]⁴

Signature: _____

Name: _____

Title: _____

³ Use if party which is sending Rejection Notice is a Non-Conformed Party.

⁴ Specify legal name of party sending the Rejection Notice. If you adopted this Protocol in respect of a particular branch or branches only, you must specify the relevant branch as the Adopting Party sending the Rejection Notice. If you did not adopt this Protocol in respect of a particular branch or branches, you do not need to specify the relevant branch as the Adopting Party sending the Rejection Notice.

If you are an Agent and act on behalf of multiple Principals, you may indicate the following in the signature block: “[Investment/Asset Manager/Trader], acting on behalf of all the Principals listed in the relevant Original GUA entered into between it (as Agent) and the other relevant Adopting Parties”. If such a signature block is used, a separate Rejection Notice for each Principal does not need to be submitted to FIA Tech and no specific names of Principals will be publicly disclosed on the FIA website in connection with this Protocol.

ANNEX 4

FORM OF REVOCATION NOTICE

[Letterhead of Adopting Party]

[Date]

Dear Sir/Madam

Re: **2018 FIA Tech Give-Up Agreement Transfer Protocol – Revocation Notice**

The purpose of this letter is to notify you that we wish to revoke our adoption of the 2018 FIA Tech Give-Up Agreement Transfer Protocol as published by FIA Technology Services, Inc. (**FIA Tech**) on 17 September, 2018 (the **Protocol**).

This letter constitutes, as between each other Adopting Party and us, a Revocation Notice as referred to in the Protocol. The definitions and provisions contained in the Protocol are incorporated into this Revocation Notice.

We acknowledge that this letter shall become effective two Business Days after this letter is delivered to FIA Tech pursuant to the provisions of paragraph 2(g) of the Protocol.

We consent to the publication, and disclosure of the contents, of this letter by FIA Tech on and after the Revocation Date.

Yours faithfully,

[ADOPTING PARTY]⁵

Signature: _____

Name: _____

Title: _____

⁵ Specify legal name of Adopting Party. If you adopted this Protocol in respect of a particular branch or branches only, you must specify the relevant branch as the Adopting Party sending the Revocation Notice. If you did not adopt this Protocol in respect of a particular branch or branches, you do not need to specify the relevant branch as the Adopting Party sending the Revocation Notice.

If you are an Agent and act on behalf of multiple Principals, you may indicate the following in the signature block: “[Investment/Asset Manager/Trader], acting on behalf of all the Principals listed in the relevant Original GUA entered into between it (as Agent) and the other relevant Adopting Parties”. If such a signature block is used, a separate Revocation Notice for each Principal does not need to be submitted to FIA Tech and no specific names of Principals will be publicly disclosed on the FIA website in connection with this Protocol.