

DISCLOSURE OF FX INTERMEDIARY MATERIAL INCENTIVES, CONFLICTS OF INTEREST AND OTHER MATTERS

May 6, 2020

The purpose of this Disclosure of FX Intermediary Material Incentives, Conflicts of Interest and Other Matters (“Standard Conflicts Disclosure”) is to provide you with information about material conflicts of interest that may arise between you and us when we act as your agent pursuant to that certain Derivatives/FX Prime Brokerage FX Intermediary Business Conduct Agency Agreement (the “Agency Agreement”). Unless otherwise specified, capitalized terms used herein are defined in the Agency Agreement and the Annex thereto.

Our agency role is in connection with providing FX intermediation services for you pursuant to our separate contractual relationship with you. These FX intermediation services include the negotiation and agreement to the material terms and conditions of a Covered Transaction with one or more Executing Dealers based on our market knowledge and access to liquidity through market expertise and relationships with Executing Dealers, other liquidity providers, Trading Facilities (as defined below) and non-registered electronic trading platforms.

In our agency role, conflicts of interests can arise in particular when we have an economic or other incentive to act, or persuade you to act, in a way that favors us or our affiliates. Conflicts of interests can arise in the fees and costs we charge you, the use of our services as opposed to another market participant or trading facility, the decisions we make regarding the execution of your orders, the decisions we make regarding multiple and aggregated orders, our role as an agent to another market participant, the market information we provide or do not provide to you, our ownership or other interests in non-registered electronic trading platforms, and our research and other services we provide in the market. We have provided greater detail on conflicts of interest below.

In addition, we may from time to time provide you with additional disclosure to supplement the information provided herein. This Standard Conflicts Disclosure should be read in conjunction with any such additional disclosures.

In this Standard Conflicts Disclosure and any supplemental disclosure statement that expressly refers to this Standard Conflicts Disclosure, any reference to us includes our affiliates, and we refer to any transaction that we may intermediate for you as a Covered Transaction.

This Standard Conflicts Disclosure is limited to those Covered Transactions for which we are your agent pursuant to the Agency Agreement.

MATERIAL INCENTIVES AND CONFLICTS OF INTEREST

FEES AND COSTS

We generally intermediate Covered Transactions to earn a profit. Our profits may derive from explicit fees and commissions or may be implicit in the difference between payments and deliveries made to or by us (or our Prime Broker) under Covered Transactions and our costs (or gains) in offsetting the resulting exposures. It is possible that we may earn a substantial return from offsetting positions related to a Covered Transaction while the value of the Covered Transaction to you declines or fails to increase by a commensurate amount. Before you enter into a Covered Transaction, you should review and understand all commissions, fees and other charges for

which you will be liable, including all amounts payable or due to us. These charges will affect your net profit (if any) or increase your loss.

We will incur a variety of costs and expenses in connection with intermediating Covered Transactions on your behalf. These may include, without limitation, fees, commissions and other charges that we may become obligated to pay to third parties from time to time in connection with Covered Transactions, including brokerage fees, referral fees, and execution, clearing and/or reporting fees associated with our compliance with applicable law. Unless otherwise agreed, you will not be obligated to reimburse us for these fees, commissions or other charges, but as with any of our other costs and expenses, you should assume they are reflected in the price or other economics of your Covered Transactions. In this regard, we generally do not disclose our costs and expenses except as required by applicable law.

USE OF AN FX INTERMEDIARY'S SERVICES

Under applicable law, including regulations of the Commodity Futures Trading Commission ("CFTC"), not all Covered Transactions are required to be executed on an exchange or swap execution facility (each, a "Trading Facility"), even if a Trading Facility lists the Covered Transactions for trading. In such circumstances, it may be financially advantageous for us to intermediate a Covered Transaction on your behalf bilaterally in the over-the-counter market (including on a non-registered electronic trading platform) pursuant to a Covered PB Arrangement with one or more Executing Dealers rather than on a Trading Facility. We may thus have an incentive to persuade you to execute your Covered Transaction bilaterally in the over-the-counter market pursuant to a Covered PB Arrangement. Additionally, we may have an incentive to persuade you to intermediate a Covered Transaction with us, instead of directly with an Executing Dealer or your Prime Broker, either bilaterally between you and such Executing Dealer or your Prime Broker or on a non-registered electronic trading platform provided by the Executing Dealer or your Prime Broker (often referred to as a single-dealer platform).

DECISIONS REGARDING ORDER EXECUTION

As your agent for the execution of Covered Transactions, subject to applicable law, we may have discretion to decide where and how to direct your orders, to solicit (or not solicit) persons to trade opposite those orders, or to enter into Covered Transactions opposite those orders for the account of other counterparties. We may derive financial and other benefits (such as the right to receive payment for order flow or other fees) from such decisions.

When we provide intermediation services to you, we may direct orders to affiliated or unaffiliated Swap Dealers, Executing Dealers, market-makers, other executing firms, Trading Facilities, non-registered electronic trading platforms, individual brokers or brokerage groups for execution. We may also choose one Executing Dealer instead of another Executing Dealer, or choose an Executing Dealer instead of a non-registered electronic trading platform (if available), or seek pricing for a Covered Transaction from only one Executing Dealer or selected Executing Dealers, or seek price improvements or not seek price improvements with one or more Executing Dealers. Unless otherwise agreed, any price improvements we obtain may accrue solely to our benefit. We may derive financial and other benefits (such as the right to receive payment for order flow or other fees) from such decisions.

MULTIPLE ORDERS AND ORDER AGGREGATION

When we provide intermediation services to you, we may concurrently handle multiple orders for other counterparties who may receive pricing and terms that are different from the pricing and terms we provide to you. In addition, we may aggregate the trades from multiple Executing Dealers and allocate such trades to you

and other counterparties. Our intermediation services may result in different fee structures or fees for the same or a similar transaction than the fee structure or fees charged to you. We may derive financial and other benefits (such as the right to receive payment for order flow, reporting or other fees) from such order handling and decisions related to order handling. In addition, differences in fees or fee structures among the counterparties for whom we provide intermediation services or otherwise handle orders may create potential conflicts of interest with regard to our order handling decisions.

AGENT TO OTHER COUNTERPARTIES

When we provide intermediation services to you, we may act as agent to other counterparties in Covered Transactions that have trading, investment, or hedging objectives that are similar to yours. This may create potential conflicts where there is limited availability or limited liquidity for those Covered Transactions. We may also act as agent to other counterparties in Covered Transactions that have trading, investment, or hedging objectives adverse to yours. We are under no duty to inform you of the nature or identity of these other counterparties or their respective Covered Transactions.

Further where we act as agent to other counterparties, we may solicit a counterparty or Executing Dealer to trade opposite your order or enter into transactions for its own account or the account of other counterparties or Executing Dealers that may, at times, be adverse to your interests in a Covered Transaction. In such circumstances, that counterparty or Executing Dealer may make payments and/or pay a commission or fee to us in connection with that transaction. The results of your Covered Transactions may differ significantly from the results achieved by us for other counterparties.

Covered Transactions by multiple counterparties may have the effect of diluting or otherwise negatively affecting the values, prices or levels of Covered Transactions, or your trading, investment or hedging strategies or results. The results of your Covered Transactions may differ significantly from the results achieved by other counterparties.

MARKET INFORMATION

Acting as an FX intermediary may give us broad access to the current status of certain markets, investments and products. As a result, we may be in possession of information, which, if known to you, might cause you to seek to dispose of, retain or increase interests in one or more Covered Transactions. Unless otherwise agreed, we will be under no duty to make any such information available to you, except to the extent that disclosure may be required under applicable law.

OWNERSHIP AND OTHER INTERESTS IN ELECTRONIC TRADING PLATFORMS

You also should be aware that we may own stock in, or have some other form of ownership interest in, one or more U.S. or foreign electronic trading platforms where your Covered Transactions may be executed. As a result, we may receive financial or other benefits related to our ownership interest when Covered Transactions are executed on a given electronic trading platform, and we would, in such circumstances, have an incentive to persuade you to have Covered Transactions executed on that electronic trading platform rather than bilaterally in the over-the-counter market. In addition, our employees and officers may also serve on the board of directors or on one or more committees of an electronic trading platform.

RESEARCH AND OTHER MARKET ROLES

We may act as, among other things, an investor, research provider, placement agent, underwriter, distributor, remarketing agent, structurer, securitizer, lender, investment manager, investment adviser, commodity trading advisor, municipal advisor, market maker, trader, prime broker or clearing broker. In those and other capacities, we may take or hold positions in, or advise other counterparties concerning, or publish research or express a view with respect to, a Covered Transaction or a related financial instrument that may be the subject of advice from us to you. Any such positions and other advice may not be consistent with, or may be contrary to, your interests or to positions which are the subject of advice previously provided by us to you, and unless otherwise disclosed in writing, we are not necessarily acting in your best interest and are not assessing the suitability for you of any Covered Transaction or related financial instrument. Acting in one or more of the capacities noted above may give us access to information relating to markets, investments and products. As a result, we may be in possession of information which, if known to you, might cause you to seek to dispose of, retain or increase your position in one or more Covered Transactions or other financial instruments. We will be under no duty to make any such information available to you, except to the extent we have agreed in writing or as may be required under applicable law.

MATERIAL ECONOMIC TERMS AND PRICE OF COVERED TRANSACTION

Pursuant to the Agency Agreement, we have agreed to receive from the Executing Dealer certain Rule 23.431 Disclosure related to Covered Transactions, and to provide certain Rule 23.431 Disclosure to you via an Approved Method (as defined in the Agency Agreement) prior to an agreement to the material economic terms of a Covered Transaction. The Rule 23.431 Disclosure includes the price and other material economic terms of the Covered Transaction (including notional amount and termination date) and the mid-market mark of the Covered Transaction (such mid-market mark shall not include amounts for profit, credit reserve, hedging, funding, liquidity, or any other costs or adjustments). Such Rule 23.431 Disclosure will be provided to you via an Approved Method prior to an agreement to the material economic terms of a Covered Transaction. Certain Rule 23.431 Disclosures related to Covered Transactions disclosed by the Executing Dealer to us may be material to your decision to enter into a Covered Transaction and to your valuation of the effectiveness and the price of the Covered Transaction obtained by the FX Intermediary for you. Accordingly, it is important for you to review carefully the terms of the Agency Agreement, including particularly the terms governing the manner and timing of transmittal of Executing Dealer disclosure to you and your use of the Rule 23.431 Disclosure provided by us to you.