

SQUARE GLOBAL LIMITED

**SQUARE ORGANISED TRADING
FACILITY**

RULE BOOK

v. 1.21
January 2018

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SECTION ONE – GENERAL RULES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Rules the following terms shall have the following meanings:

Applicant	a person applying to become or be treated as a Client in accordance with Rule 2;
Board	the board of directors of Square and its duly appointed sub-committees and delegates;
Business Day	any day declared to be a business day by Square on which the Square OTF is open for business;
Client	an Applicant accepted by Square as a Client and permitted to place Orders and/or execute Transactions on the Square OTF in accordance with these Rules (which to avoid any misunderstanding shall include a Defaulter);
Client Agreement	the agreement entered into by each Client with Square;
Client Notice	any notice published or issued by or on behalf of Square relating to a change to the Rules which will be emailed and/or sent by post to all Clients;
Compliance and Regulatory Committee	a committee of the Board whose responsibilities include considering and determining issues referred to it in accordance with these Rules;
Confirmation	in relation to a Transaction, the relevant confirmation issued by Square to a Client pursuant to Rule 14.5;
Contractual Settlement Date	the date for settlement of a Transaction determined by Square;
Defaulter	a Client which has been declared to be in default by Square in accordance with the provisions of Rule 6;
Delivering Client	a Client required to make a delivery on the Contractual Settlement Date as described in Rule 20;
EEA	the European Economic Area;
Eligibility Criteria	the criteria for eligibility for use of the Square OTF set out in Rule 2.2;
Failed Transaction	the meaning given in Rule 7.2;

FCA	the Financial Conduct Authority of the UK or any successor Regulator established from time to time;
FCA Rules	the rules and guidance issued or adopted by the FCA;
FSMA	the Financial Services and Markets Act 2000 of the UK;
General Rules	the rules issued by Square and set out in section one of these Rules relating to the trading of Instruments on the Square OTF or through facilities provided by Square;
Insolvency Event	a Client being unable to pay its debts as they fall due; or the presentation of a petition for the bankruptcy or winding-up, of a Client; or a Client having a receiver or administrator appointed with respect to it, any part of its business or any of its assets; the Client proposing to enter into or entering into any scheme of arrangement or composition with its creditors; or the occurrence or taking place of any similar or analogous event or proceedings whether in the UK or in any other country or jurisdiction;
Instrument	any such equity derivative which is admitted to trading on the Square OTF as may be determined by Square from time to time;
Market Disruption	the meaning given in Rule 16.1;
Material Amendment	an amendment to these Rules which (as determined by Square in its absolute discretion) will have a significant impact on Clients to the extent that it requires significant changes to the systems of Clients or the Square OTF or it materially affects the way Orders are processed or it has significant legal or regulatory implications or it may result in substantial additional financial or administrative costs to Square and/or the Clients;
MiFID	the European Parliament and Council Directive on markets in financial instruments (No. 2014/65/EU);
MiFIR	the European Parliament and Council Regulation on markets in financial instruments (No. 600/2014/EU);
Non Defaulter	the meaning given in Rule 7.2;
Officers	in relation to a corporate or unincorporated body, any director, officer, partner, member or senior manager and any committee appointed by its board of directors or members or senior managers and any of their respective agents;

Order	any valid order to buy or sell an Instrument submitted by a Client to the Square OTF in accordance with these Rules;
OTF	an Organised Trading Facility as defined in article 4(1)(23) of MiFID;
Position Limit	any limitation on the total number or size of unsettled Transactions (measured by number or aggregate monetary consideration) which may be imposed on a Client by Square (which to avoid any misunderstanding may relate to one or more Instruments or all unsettled Transactions);
Receiving Client	a Client entitled to receive any money, Underlying or thing on the Contractual Settlement Date as described in the Settlement Rules;
Regulator	in any relevant jurisdiction, any regulatory or self-regulatory authority designated by such jurisdiction or the government of any such state or any department or agency thereof which is responsible for the regulation of financial services and is competent for the investigation and prosecution of market abuse or the equivalent in any other jurisdiction (including, the FCA in the UK);
Reverse Transaction	the meaning given in Rule 7.3;
Rules	the rules in this Rule Book, encompassing the General Rules the Trading Rules and the Settlement Rules, together with any Client Notice and any related direction, guidance or other requirements issued by Square;
Senior Manager	the chief executive officer, directors of the Board and any other person designated by Square as a Senior Manager of Square;
Settlement Rules	the rules issued by Square and set out in section three of these Rules relating to the settlement of Transactions;
Settlement System	such settlement systems through which Transactions are to be settled;
Square	Square Global Limited (Company Number 09170961) as operator of the Square OTF;
Square Compliance Department	the department allocated responsibility for compliance oversight pursuant to the FCA Rules and any nominees and delegates;
Square OTF	the OTF trading venue operated by Square for the trading of Instruments in accordance with these Rules;
Terms of Trading	the meaning given in Rule 15.33;

Trade Date	the date on which a Transaction is entered into;
Trading Limit	any limitation on the, size or frequency or total number of Orders (measured by number, aggregate monetary consideration, aggregate face value or such other method Square may adopt) which may be requested by the Client or imposed by Square;
Trading Rules	the rules issued by Square and set out in section two of these Rules relating to the trading of Instruments on the Square OTF or through facilities provided by Square;
Transaction	a transaction between Clients relating to the sale and purchase of a number, quantity or amount of any Instrument resulting from the execution of an Order on the Square OTF or through facilities provided by Square;
UK	the United Kingdom of Great Britain and Northern Ireland;
Underlying	in relation to an Instrument, the underlying asset or thing on which the price of the Instrument is based;
Void Transaction	a transaction declared to be void by Square in accordance with Rule 16.1, 16.3 or 16.4.

1.2 In these Rules, unless the context specifically requires otherwise, references to: words in the singular include the plural and in the plural include the singular; a person include a corporate or unincorporated body; one gender include any other gender; and any directive, law, FCA Rule or other rule (including these Rules) or regulation are to such directive, law, FCA Rule or other rule (including these Rules) or regulation as it is in force for the time being and any amendment, extension, application, re-statement or re-enactment thereof and includes any subordinate legislation for the time being in force made under it.

1.3 Any references to days or time are to days or the time in the UK.

1.4 All notices and communications passing between Square and a Client shall be in English and made or confirmed in writing (which shall include email) in such manner as may be agreed or specified by Square.

2. ACCEPTANCE OF CLIENTS AND USE OF THE SQUARE OTF

2.1 Use of the Square OTF is open to any Applicant which meets (and any Client continuing to meet) the Eligibility Criteria and which:

2.1.1 agrees to abide by these Rules;

- 2.1.2 meets the technical specifications and standards imposed by Square from time to time to access and use the Square OTF; and
 - 2.1.3 enters into and is party to a Client Agreement with Square or has otherwise agreed to be bound by the terms of a Client Agreement.
- 2.2 The Eligibility Criteria are as follows and each Client shall:
- 2.2.1 be an EU or EEA regulated investment firm or credit institution (as defined by MiFID) or other person whom Square believes to be suitable for admission as a Client including (without limitation) a UCITS management company, a member of any regulated market, an exempt person (pursuant to the FSMA) or any other institutional investor with a demonstrable track record for trading the Instruments or similar investments;
 - 2.2.2 be an eligible counterparty for the purposes of FCA Rules;
 - 2.2.3 be fit and proper, such fitness and propriety shall be determined by Square using the criteria set out in the FIT Sourcebook in the FCA Rules (albeit that such material was developed for natural persons and so will be adapted accordingly);
 - 2.2.4 have financial resources sufficient to support their actual and anticipated trading activities;
 - 2.2.5 have in place either directly (or through third parties) the systems, procedures and arrangements to settle Transactions and make and take delivery of Instruments or any Underlying and make payments to and receive payments from a counterparty;
 - 2.2.6 be able to demonstrate to the satisfaction of Square that its systems are compatible with the Square OTF and capable of conducting the Client's actual or anticipated business on the Square OTF;
 - 2.2.7 have in place adequate systems and controls to ensure its ongoing compliance with these Rules, the FCA Rules and, if applicable, the rules of any relevant Regulator;
 - 2.2.8 be committed to participating in a transparent, open, orderly and fair market in Instruments;
 - 2.2.9 have in place appropriate facilities to provide Square (if requested) with such information as Square may require in relation to the validity and execution of any Order and compliance with these Rules, and if applicable, the rules of any relevant Regulator; and

- 2.2.10 be accepted by any other relevant Client or clearing firm as an acceptable counterparty.
- 2.3 Applications for use of the Square OTF shall be made to Square in such form as Square may specify or accept from time to time.
- 2.4 In becoming a Client each Applicant agrees to abide by, comply with, and adhere to the terms of the Client Agreement and these Rules.
- 2.5 Square shall notify each Applicant of the date on which its acceptance as a Client shall become effective.
- 2.6 In the context of the Square OTF, Square deals exclusively with Clients and does not have (nor does it seek to have) any relationship with any client or customer of any Client. The Square OTF is only available to Clients and a Client shall not provide or allow any person who is not a Client direct access to the Square OTF. A Client is solely responsible for every Order submitted to the Square OTF irrespective of whether the Client was acting as principal or agent when placing the Order.
- 2.7 The Eligibility Criteria will be published on Square's website.

3. CONTINUING OBLIGATIONS

- 3.1 Each Client shall at all times ensure its continuing compliance with these Rules including (without limitation) the Eligibility Criteria and the Settlement Rules. This includes in relation to each Transaction the Client's delivery and settlement obligations.
- 3.2 Each Client shall be responsible for compliance with all legal and regulatory responsibilities which may be imposed on the Client by the FCA or any other applicable Regulator.
- 3.3 The responsibility for accurately pricing any Instrument is solely with the Client and, to avoid any misunderstanding, Square shall have no responsibility for providing Clients with information relating to any Instrument, including (without limitation) marking any Instrument or Underlying as being subject to a pending corporate action or other right or privilege.

4. NOTIFICATIONS

- 4.1 Each Client shall notify Square immediately on the occurrence of any of the following in relation to it (or, where relevant, any holding company):
 - 4.1.1 the occurrence of an Insolvency Event;
 - 4.1.2 the commencement of enforcement or other proceedings whether before any court or tribunal by any Regulator to the extent that such action or proceedings could impair, restrict or prevent its compliance with these Rules,

save to the extent that such notification or disclosure is prohibited by law or any relevant Regulator; and

4.1.3 it becoming aware that it is in breach of the terms of the Client Agreement, or these Rules or is in default of any other material obligation, provided that such breach is likely to impair the integrity of the Square OTF.

4.2 Each Client shall notify Square as soon as possible on the occurrence of any of the following in relation to it (or, where relevant, any holding company):

4.2.1 any proposed change in the name, registered office, or status of the Client or the business name under which it carries on business;

4.2.2 any change in control of the Client;

4.2.3 the Client becoming aware that it is in breach of these Rules unless such a breach is likely to impair the integrity of the Square OTF (in which case immediate notification is required in accordance with Rule 4.1.3); and

4.2.4 any other fact, matter, significant activities or events which the Client reasonably believes should be brought to the attention of Square or of which Square might reasonably expect to be notified.

5. TERMINATION OF CLIENT RELATIONSHIP AND USE OF THE SQUARE OTF

5.1 Subject to Rule 5.2, a Client (which is not a Defaulter and has no outstanding obligations to Square or any other Client in connection with its use of the Square OTF) may resign as a Client of Square at any time on not less than 30 days' prior written notice to Square.

5.2 A Client shall remain responsible for its acts and omissions during any period of use of the Square OTF.

6. DEFAULT

6.1 If Square believes or suspects that a Client:

6.1.1 has failed to pay any fees, charges and assessments or other amounts due to Square or to arrange the clearing and settlement of any Transaction;

6.1.2 is in breach of these Rules or the Client Agreement;

6.1.3 is subject to enforcement or other proceedings by a Regulator;

6.1.4 is in breach of any Trading Limit or Position Limit;

6.1.5 is the subject of an Insolvency Event or is in such financial condition that Square reasonably considers that it might be subject to an Insolvency Event or

it would otherwise not be prudent to permit it to continue to use the Square OTF;

6.1.6 is engaging in any activity or conduct which has or is likely to impair the functionality, speed, reliability or regulatory compliance of the Square OTF by such activity being outside the normal course of the business of the Client or compromise, impair, restrict or prevent the ability of Square to operate a fair and orderly market including (without limitation) any activity or conduct amounting to market abuse (as defined in the FCA Rules) or otherwise bring the Square OTF into disrepute; or

6.1.7 is unable comply with its obligations to settle any Transaction on the Contractual Settlement Date or such other date as may be specified by Square;

Square may (save in the case of an Insolvency Event) then or at any time thereafter declare the Client to be in default (**Defaulter**). For the purposes of this Rule the declaration of default, in the case of an Insolvency Event, shall be deemed to have occurred immediately before the occurrence of the Insolvency Event.

6.2 In relation to Rule 6.1.7, Square may deem a Client unable comply with its obligations to settle a Transaction if it is notified by any clearer or other relevant party of the suspension or termination of settlement services to that Client (to avoid any misunderstanding including without limitation any agent the Client may be using to settle Transactions) or the failure of the Client to input settlement instructions in accordance with Rule 19.4.

6.3 Any declaration of default shall be immediately communicated to the Defaulter by such means as Square shall determine and if delivered orally shall be confirmed as soon as reasonably practical in writing.

7. CONSEQUENCES OF DEFAULT

7.1 Without prejudice to any other right or remedy Square or any other Client may have against a Defaulter, Square may in its absolute discretion with or without notice to the Defaulter:

7.1.1 terminate the Defaulter's use of the Square OTF, suspend, or restrict the Defaulter's right to place Orders, to receive information from Square or otherwise access the Square OTF;

- 7.1.2 cancel all and any Orders placed by the Defaulter on the Square OTF;
 - 7.1.3 close out, terminate, void or reverse all (or any part of) any Transaction to which the Defaulter is a party;
 - 7.1.4 exercise any other right or remedy available to it in accordance with these Rules or the Client Agreement; and/or
 - 7.1.5 take such other action as it may, in its absolute discretion, consider necessary, desirable or expedient to protect its interest or the interests of any other Client or the integrity of the Square OTF.
- 7.2 In the event of Square exercising its powers under Rule 7.1.3 any Client who is counterparty to the Defaulter (**Non Defaulter**) in relation to any such Transaction (**Failed Transaction**) (provided that such counterparty is not itself a Defaulter) shall (subject to applicable law) be entitled to claim against the Defaulter for any cost, loss, liability or expense suffered or incurred by such Client arising from the failure or refusal of the Defaulter to comply with its obligations under these Rules. Square may, at the request of the Non Defaulter, disclose the identity of the Defaulter to the Non Defaulter (or its agent) and provide the Non Defaulter with such information as it may reasonably require to assist the Non Defaulter in bringing a claim against the Defaulter.
- 7.3 To avoid any misunderstanding, a new off-setting transaction (**Reverse Transaction**) can only relate to the failed element of a Failed Transaction so that in the event of a partial settlement only that number, quantity or amount of the Instrument or Underlying to be delivered or money to be paid by the Defaulter can be the subject of a Reverse Transaction.
- 7.4 Neither Square nor any other Client shall have any liability whatsoever to the Defaulter or any other Client for any loss, cost, liability or expense (including without limitation any loss of profit or gain incurred or suffered by the Defaulter or any other Client) in consequence of Square's exercise or failure to exercise any right or remedy conferred by Rules 7.1, 7.2 and 7.3.

8. COMPLAINTS BY CLIENTS

- 8.1 Subject to Rule 8.2 any Client who believes that Square has:
- 8.1.1 made a mistake;
 - 8.1.2 failed to demonstrate appropriate care;
 - 8.1.3 been guilty of unreasonable delay;
 - 8.1.4 been guilty of unprofessional behaviour;
 - 8.1.5 been biased; or

8.1.6 lacked integrity;

may complain to Square.

8.2 No complaint may be made by a Client or considered by Square if it relates to or arises from:

8.2.1 the imposition or adjustment of a Trading Limit or a Position Limit on the Client by Square;

8.2.2 an unsettled Transaction where the Client is a Defaulter;

8.2.3 a decision by Square to declare the Client a Defaulter (or the exercise or refusal to exercise any right pursuant to or in accordance with Rules 7.1, 7.2, 7.3 or any other Rule); or

8.2.4 any act, omission or events which occurred more than 12 months before the date on which the complaint was received by Square.

8.3 Any complaint shall be made or confirmed in writing. Square will provide details of the Complaints Procedure and details of indicative service levels for an initial consideration of a complaint by the Square Compliance Department.

8.4 The Square Compliance Department shall investigate the complaint. To assist the Square Compliance Department, Clients shall provide the Square Compliance Department with such information as it may reasonably require (and within such time as it may reasonably determine) to assess the complaint.

8.5 Should the Square Compliance Department believe it appropriate to do so, it may escalate the complaint and refer it to a Senior Manager who may determine whether to uphold the complaint or reject it. Should the Senior Manager uphold the complaint the Senior Manager shall notify the Client concerned of the action Square proposes to take to redress or compensate the Client for Square's act or omission. Should the Square Compliance Department or the Senior Manager reject a complaint they shall notify the Client concerned and advise it of the reasons for the rejection of the complaint.

8.6 Should a Client be dissatisfied with the decision reached by the Square Compliance Department or the Senior Manager (whether as to the rejection of the complaint or the redress or compensation offered by Square) the Client may, within three months' of the date on which Square first notified the Client (in writing) of the final decision of the Square Compliance Department or Senior Manager, appeal to the Compliance and Regulatory Committee for an independent review.

9. INDEPENDENT REVIEW

9.1 The Compliance and Regulatory Committee shall be chaired by a member of the Board. To avoid any misunderstanding no Senior Manager of Square or member of the Square

Compliance Department who has previously been involved in considering and determining any issue surrounding a complaint or review of the complaint is eligible to participate in the Compliance and Regulatory Committee. The chairman of the Compliance and Regulatory Committee may appoint others (who may or may not be members of the Board) but who must be independent of the Client (or Clients) involved.

- 9.2 The Compliance and Regulatory Committee shall determine appropriate arrangements to consider and determine any matter referred to it and may call for evidence, invite submissions and representations, convene meetings and hearings including without limitation, setting timetables and deadlines for the presentation of evidence, submissions and representations. Clients shall provide the Compliance and Regulatory Committee with such information as it may require within the time specified and appear before the Compliance and Regulatory Committee at the time it may specify and generally assist the Compliance and Regulatory Committee in the discharge of its functions.
- 9.3 The Compliance and Regulatory Committee shall notify any Client requesting such review and Square of its reasoned decision on any matter referred to it which decision (subject to applicable law) shall be final and binding on the Client and Square.

10. AMENDMENTS TO THESE RULES

- 10.1 These Rules may be amended or extended by Square at any time. All amendments to these Rules shall be notified to Clients by Client Notice and shall have effect at such time as may be specified in the relevant Client Notice.
- 10.2 Subject to Rule 10.3, Square may consult with Clients or a representative group of them prior to making any Material Amendment to these Rules.
- 10.3 In the case of an emergency, Square may make a Material Amendment to these Rules without prior consultation with Clients but Square may consult with Clients or a representative group of them as soon as reasonably practicable after the Material Amendment has been made.

11. GENERAL

- 11.1 These Rules are governed by and shall be interpreted in accordance with the laws of England and Wales.
- 11.2 Square is subject to pre-trade transparency obligations under Article 8 MiFIR. However, Square has obtained waivers from these obligations as follows:
- 11.2.1 Article 9(1)(a) MiFIR – Orders that are large in scale compared with normal market size and orders held in an order management facility of the trading venue pending disclosure;

- 11.2.2 Article 9(1)(b) – Actionable indications of interest in request-for-quote and voice trading systems that are above a size specific to the financial instrument, which would expose liquidity providers to undue risk and takes into account whether the relevant market participants are retail or wholesale investors; and
 - 11.2.3 Article 9(1)(c) – Derivatives which are not subject to the trading obligation specified in Article 28 MiFIR and other financial instruments for which there is not a liquid market.
- 11.3 Square will comply with the requirements that apply to the use of these transparency waivers and it will publish the basis on which it will use the transparency waivers that it has been granted.

SECTION TWO – TRADING RULES

12. RULES OF FAIR PRACTICE

- 12.1 Each Client shall uphold and support the aim and objective of Square in an open and transparent market in Instruments and no Client shall engage in any activity or conduct which is intended or designed to impair the reputation, effectiveness, integrity, orderliness, fairness and/or regulatory compliance of the Square OTF or results in damage to the integrity, orderliness and fairness of the Square OTF including (without limit):
- 12.1.1 the creation of a false or misleading impression as to the market in or price of any Instrument;
 - 12.1.2 effecting a Transaction in, or inducing the purchase or sale of, any Instrument by means of any manipulative, deceptive or other fraudulent device or contrivance;
 - 12.1.3 engaging in any other activity or conduct which amounts to market abuse (as defined in the FCA Rules); and/or
 - 12.1.4 conduct bringing Square and/or the Square OTF into disrepute including conduct designed or intended to damage or resulting in damage to the integrity, orderliness and fairness of the Square OTF.
- 12.2 No Client or Applicant or any of its Officers shall make any false or misleading statements or representations to Square in any application, report or other communication with or to Square (including the Compliance and Regulatory Committee).

13. INFORMATION

- 13.1 Each Client shall retain a record of each Transaction for such period as is required under applicable law or the requirements of any Regulator having jurisdiction over them (which in any event shall be at least five years).

- 13.2 Without prejudice to Rule 13.1, each Client shall furnish to Square, upon request within such time and in such manner or format as Square may require, any records, files, or information pertaining to the Client's use of the Square OTF, information obtained by the Client from Square and information relating to Transactions executed on or through facilities provided by Square (save to the extent that such disclosure is prohibited by law or any relevant Regulator).
- 13.3 Square may disclose information and documents received from any Client to any relevant clearer and any Regulator for any purpose including (without limitation) enabling any Regulator to commence or pursue any investigation or enquiry or to institute, continue, or defend any proceedings.

14. TRADING

- 14.1 The hours of operation of the Square OTF shall be determined by Square (in its absolute discretion) and notified to Clients from time to time (to avoid any misunderstanding such notification could without limitation be disseminated by email). There is nothing to prevent or restrict the right of Square to extend (or reduce) trading hours generally or in relation to any Instrument during the course of any Business Day.
- 14.2 A Client may submit, amend, or cancel Orders and enter into Transactions during the times specified by Square. Execution of Orders shall take place during the trading hours for each Instrument specified by Square. Orders may only be submitted, amended, negotiated or withdrawn at the discretion of Square.
- 14.3 Instruments shall be quoted and traded in units or notional amounts determined by Square (in its absolute discretion). Minimum Order sizes, minimum price increments and the various Order types that may be submitted to the Square OTF are displayed on Square's website and/or described by Square. Square shall notify Clients of any change to the arrangements for trading in each Instrument which information may be disseminated by email.
- 14.4 If a Client intends to send Orders into the Square OTF using an algorithmic trading technique, this must be pre-approved with Square. Each such algorithm must be notified to Square in advance and every Order made using an algorithmic trading technique shall include a flag which identifies the algorithm used and the identity of the relevant person authorised by the Client to submit the Order. Each Client must satisfy Square that appropriate testing has been carried out on each algorithm before it is employed on the Square OTF. Similarly, the Client must carry out on-going maintenance and periodic testing of algorithms.
- 14.5 When an Order is executed by the acceptance of a valid bid or offer displayed or negotiated on the Square OTF regarding an Instrument, a binding contract shall (subject to Rule 14.6) immediately arise between the Clients concerned (on the terms of and subject to these Rules) for the sale and purchase of the Instrument in question. On the execution of an

Order, Square shall issue a Confirmation, confirming the price and number, amount or quantity of the Instruments (if applicable) which are to be bought or sold respectively pursuant to the Transaction.

14.6 Any Order placed by a Client must be firm and available for execution on the Square OTF in accordance with the terms of the Order.

14.7 Square may refuse to accept an Order on the Square OTF or if it has accepted an such Order, Square shall have the right to cancel that Order if Square (in its absolute discretion) believes that the Order is erroneous, invalid, manipulative, deceptive or fraudulent or that such action is necessary in order to preserve an orderly market and the integrity of the Square OTF.

15. ADMISSION OF INSTRUMENTS

15.1 Square shall determine which Instruments shall be available for trading on the Square OTF. The only class of Instruments that will be admitted to trading on the Square OTF will be equity derivatives which are not exchange-traded.

15.2 In determining if it is appropriate to admit an Instrument to trading on the Square OTF, Square shall take into consideration the following:

15.2.1 the outstanding size or number of any Underlying in issue;

15.2.2 the liquidity or price of any Underlying; and/or

15.2.3 the likely interest of Clients in the Instrument.

15.3 Square shall notify Clients of any new Instruments admitted to trading on the Square OTF and the terms or arrangements for trading in each Instrument (**Terms of Trading**) which notification may be disseminated by email. A list of Instruments which have been admitted to trading on the Square OTF is available on Square's website. All Orders will be accepted and Transactions executed subject to and in accordance with such Terms of Trading.

16. CANCELLING OF ORDERS AND VOIDING TRANSACTIONS

16.1 In the event of any failure, disruption or malfunction in the use or operation of any electronic communications and trading facilities of the Square OTF, the failure of a clearing firm, or other extraordinary market conditions or circumstances (each as determined by Square in its absolute discretion) (**Market Disruption**) Square may for the maintenance of a fair and orderly market, the protection of investors and the public interest (with or without prior notice to Clients):

16.1.1 suspend or terminate the operation of the Square OTF in whole or in part; and/or

16.1.2 cancel all or any unexecuted Orders; and/or

- 16.1.3 void all Transactions arising out of the use or operation of the Square OTF during such period of Market Disruption.
- 16.2 Any such action of Square pursuant to Rule 16.1 shall be taken as soon as reasonably practicable following an event of Market Disruption and each Client involved in any Transaction shall be promptly notified of Square's determination, which notification shall be disseminated by email and shall be final and binding on all Clients.
- 16.3 Square may, with a view to maintaining a fair and orderly market and the protection of investors and the public interest, review any Order or Transaction (which Square reasonably believes was executed as a result of an Order) which in their opinion is abusive (as per Regulator guidelines and regulations) irrespective of whether any parties to the Transaction have requested Square review that Transaction. Square shall, subject to legal and regulatory requirements, notify the relevant Client or Clients as soon as practicable that the Order or Transaction is under review. Any relevant Client shall provide any supporting information as may reasonably be requested by Square to aid the resolution of the matter in such format and within such time as Square may reasonably specify in its request. Square will also void any Transaction upon request by a Regulator.
- 16.4 Square shall notify the relevant Clients to a Transaction as soon as reasonably practical of its determination. If Square determines that the Transaction in question is abusive Square may void the Transaction and notify the Clients party to the Transaction that it has done so.
- 16.5 No Client shall take (or continue to take) any steps to enforce the terms of any Transaction which has been declared void by Square.

17. TRADING AND POSITION LIMITS

- 17.1 In order to maintain a fair and orderly market on the Square OTF, Square may, in its absolute discretion, either unilaterally or at the request of or after consultation with the relevant Client, impose Trading Limits or Position Limits on any Client. Square will notify a Client of the imposition of, or change to, any Trading Limit or Position Limit. Any newly imposed or changed Trading Limit or Position Limit will not apply to any unsettled Transactions or current Orders and will only apply to Transactions or Orders entered into or placed after the date Square notifies that Client about the imposition of, or change to, any Trading Limit or Position Limit. Each Client shall comply with any Trading or Position Limit imposed on it by Square. Square may make arrangements through the Square OTF to restrict or prevent the breach of any Trading Limit or Position Limit. The breach of any Trading Limit or Position Limit may result in the Client being declared a Defaulter in accordance with these Rules.

18. REMOVAL AND SUSPENSION OF INSTRUMENTS AND ORDER TYPES

- 18.1 The suspension or removal of an Instrument from trading on the Square OTF and the availability of any Order types is at the absolute discretion of Square and notice of the

removal of any Instrument or any Order types from the Square OTF shall be disseminated by email.

- 18.2 Square shall suspend trading in any Instrument, or the availability of any Order type, if instructed to do so by a Regulator, and may suspend trading in any Instrument or the availability of any Order type if Square (in its absolute discretion) deems it necessary for the maintenance of a fair and orderly market.

SECTION THREE - SETTLEMENT RULES

19. OBLIGATION TO SETTLE TRANSACTIONS

19.1 A Client shall settle each relevant Transaction in accordance with the terms of the Confirmation through the settlement arrangements agreed with or specified by Square from time to time. The arrangements applicable to the settlement of Transactions are available from Square and may be provided to Clients by email. Notice of any change to these arrangements shall be disseminated by email.

19.2 A Client shall ensure that every Transaction is duly settled on the Contractual Settlement Date.

19.3 Each Client contracts directly with each other relevant Client in relation to a relevant Transaction. Each Client is responsible for settlement of every Transaction it enters into irrespective of any arrangements it has made with any third party and whether the Client acted as principal or agent in relation to the Transaction.

19.4 Each Client will ensure that it (or its agent) enters and does not withdraw instructions for the settlement of each Transaction in the Settlement System no later than one Business Day prior to the relevant Contractual Settlement Date.

20. SETTLEMENT

20.1 Transactions are for standard settlement for the Instrument as determined by Square and communicated to Clients by email and confirmed in the Confirmation.

20.2 Square may, in an emergency or if requested to do so by a Regulator, change the Contractual Settlement Date for unsettled Transactions and postpone or extend a settlement period for any or all unsettled Transactions effected in any specified Instrument on any Trade Date, for a specified period or indefinitely. Notice of any such change shall be disseminated by email.

20.3 A Client selling Instruments is responsible for ensuring the delivery of the Instruments or the Underlying (or the documents of title thereto together with transfer documentation) to the other party no later than the Contractual Settlement Date and a Client buying Instruments is responsible for ensuring the transfer of money to the other party no later

than Contractual Settlement Date and in each case in accordance with procedures that may be specified by Square.

- 20.4 A Client shall ensure that the Instruments, Underlying and/or money delivered in settlement of a Transaction are free of any charge, lien or encumbrance.
- 20.5 A Client is responsible for the authenticity of any documents and certificates submitted by it, whether on its own behalf or on behalf of another person, and whether directly or through any agent.
- 20.6 Partial settlements are permitted at the absolute discretion of Square.