

100223/10

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with
Please see 'How to pay' on

THURSDAY



A6FXRR2X

A28

28/09/2017

#132

COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR01

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 7 3 3 0 7 2 5

Company name in full Linear Investments Limited

3

For official use

→ Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 1 m 0 m 9 y 2 y 0 y 1 y 7

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name Societe Generale

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^①This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X *Souete Generale* X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name
Sarah Anderson

Company name
Societe Generale

Address
41 Tower Hill

London

Post town

County/Region

Postcode
E C 2 N 4 S G

Country
UK

DX

Telephone
020 7676 8723



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7330725

Charge code: 0733 0725 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th September 2017 and created by LINEAR INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th September 2017.

PO

Given at Companies House, Cardiff on 5th October 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SECURITIES PROCESSING AGREEMENT

DATED 1ST APRIL 2016 (AS AMENDED ON 30TH SEPTEMBER 2016 AND 17TH NOVEMBER 2016) AND
AS AMENDED AND RESTATED DATED ~~AUGUST~~ 2017
11th September

**Certified to be a true and complete
copy of the original document**

S Anderson

Solicitor (273489)

 **SOCIETE GENERALE**
Securities Services

THIS AGREEMENT is made on 1st April 2017 (as amended and restated)

PARTIES:

- (1) **SOCIETE GENERALE**, a company incorporated in France and acting through its London Branch registered in England under number BR 000021 whose address is SG House, 41 Tower Hill, London, EC3N 4SG (**Societe Generale**);
- (2) **THE ENTITIES ACCEPTED BY SOCIETE GENERALE PURSUANT TO CLAUSES 4.2 TO 4.4**, which are clients of the Broker subject to the Standard Broker Agreement and in respect of which the Broker enters into and performs this Agreement as agent (**Broker Clients**); and
- (3) **LINEAR INVESTMENTS LIMITED**, a private limited company with registered number 07330725, whose registered office is at 8-10 Grosvenor Gardens, London, SW1W 0DH (the **Broker**).

BACKGROUND:

- (A) The Broker Clients are Professional Clients who have engaged the Broker to provide trade execution services in respect of securities
- (B) The Broker is a private company authorised and regulated by the FCA with FRN 537389.
- (C) Societe Generale is a French credit institution (bank) authorised by the *Autorité de Contrôle Prudentiel et de Résolution* (the French Prudential Control and Resolution Authority) and the Prudential Regulation Authority, and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority.
- (D) The Broker and the Broker Clients wish to appoint Societe Generale to act as their settlement agent in respect of In-Scope Transactions executed by the Broker. In acting as a settlement agent, Societe Generale will settle the In-Scope Transactions executed by the Broker in accordance with this Agreement.
- (E) The Broker also wishes to appoint Societe Generale to provide certain administrative services in connection with the transactions in respect of which Societe Generale agrees to act as settlement agent.
- (F) Societe Generale agrees on the terms and conditions of this Agreement to the appointment as settlement agent to the Broker Clients and also to provide the relevant administrative services to the Broker.

IT IS AGREED THAT:

1. INTERPRETATION

- 1.1 References to this Agreement shall be deemed to refer to Clauses 1 to 47 (inclusive) together with the Schedules

- 1.2 In addition to terms defined elsewhere in this Agreement, the definitions and other provisions in Schedule 2 apply throughout this Agreement, unless the contrary intention appears or the context requires otherwise
- 1.3 If there is any conflict or inconsistency between a term in the main part of this Agreement and a term in any of the Schedules or other documents referred to or otherwise incorporated into this Agreement, the terms in the main part of this Agreement shall take precedence, unless the Schedule or other document which is incorporated into this Agreement is stated to take precedence over the main part of this Agreement.
- 1.4 In this Agreement, unless the contrary intention appears, a reference to a clause or Schedule is a reference to a clause of or Schedule to this Agreement. References to paragraphs are, unless the contrary intention appears, references to the paragraphs of the Schedules.
- 1.5 The headings in this Agreement do not affect its interpretation.

2. APPOINTMENT AND AUTHORITY OF BROKER AND BROKER CLIENTS

[REDACTED]

[REDACTED]

3. INTENTIONALLY LEFT BLANK

4. COMMENCEMENT, TERM AND PROVISION OF THE SERVICES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **Condition of Provision of Services:** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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5. ACCOUNTS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Assistance Required: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Account Statements and Errors: [REDACTED]



- 5.8 **Rights in relation to cash and securities etc:** The Broker agrees (as principal and as agent on behalf of each Broker Client) that all right, title and interest in and to any cash, securities or other assets, which are transferred by or on behalf of it and each Broker Client to an Account, shall vest in Societe Generale free and clear of any liens, claims, charges or encumbrances or any other interest of the transferring party or of any third person. No Broker or Broker Client will have any interest in such cash, securities or other assets other than, on the terms of this Agreement, contractual rights against Societe Generale
- 5.9 **Negative pledge:** the Broker (as principal and agent for each Broker Client) agrees that no Encumbrance will exist over, or in relation to, any Broker Asset or Client Asset other than that created by Clauses 10.4 and 10.6.
- 5.10 **No withdrawals:** no withdrawal may be made by the Broker from the Collateral Account without the prior written consent of Societe Generale. Societe Generale may in its sole discretion prohibit the Broker or any other person from withdrawing cash, securities or other assets from any Account (after the occurrence of a Broker Default) or any relevant Account (after the occurrence of a Client Default).
- 5.11 **Flawed assets:** notwithstanding any other provision of this Agreement, the obligations of Societe Generale to pay or deliver any Cash, Securities or other assets standing to the credit of.
- (a) any Broker Account is subject to the condition precedent that no Broker Default has occurred; and
 - (b) of any relevant Client Account is subject to the condition precedent that no Client Default has occurred.
- 5.12 After the occurrence of a Broker Default (in relation to any Account) or a Client Default (in relation to any relevant Account), Societe Generale may in its discretion satisfy any obligation to deliver securities or other assets by paying the market price in cash of such securities or other assets (the market price to be determined by Societe Generale in a commercially reasonable manner (including by reference to a public index or independent valuation)).

6. APPLICABLE LAW, REGULATORY AND COMPLIANCE RESPONSIBILITIES

Applicable law and Required Documentation:



[REDACTED]

Client Classification:

[REDACTED]

Broker Regulatory Responsibilities:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Broker Client Regulatory Responsibilities:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Appropriateness: [REDACTED]

6.6 Anti-Money Laundering Requirements: [REDACTED]

[REDACTED] Breach of Applicable Law: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Societe Generale's Responsibility: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Societe Generale Not Responsible for Transactions: [REDACTED]

[REDACTED] Societe Generale's Compliance with Applicable Law: [REDACTED]

7. EXECUTION, TRADE REPORTING AND SETTLEMENT RESPONSIBILITIES

[REDACTED] Responsibility for Execution & Reporting [REDACTED]

Settlement of Transactions:

Settlement Failures:

7.4 Cancellation, Close-outs etc.: If:

- 7.5 **Dealing Rules:** Without prejudice to Clause 26.2, Societe Generale may replace, change or update the Dealing Rules at any time by notifying the Broker in writing of such replacement, change or update (**Dealing Rules Amendment Notification**) which will take effect on the date specified in the Dealing Rules Amendment Notification (**Dealing Rules Amendment Notification Effective Date**). Any Transactions as Instructed by the Broker on or after the Dealing Rules Amendment Effective Date shall be governed by the revised Dealing Rules. Any Transactions as Instructed by the Broker and received by Societe Generale before the Dealing Rules Amendment Effective Date shall be governed by the Dealing Rules prevailing prior to the Dealing Rules Amendment Notification.

8. TAX PAYMENTS

[REDACTED]

[REDACTED]

[REDACTED]

9. COLLATERAL ACCOUNT

- 9.1 **Deposit of Collateral:** The Broker shall deposit the collateral requirement in accordance with the Dealing Rules.
- 9.2 **Additional Collateral:** Only in accordance with Clause 7.5 may Societe Generale increase the collateral requirement and require the payment of an additional amount of collateral to be deposited into the Collateral Account (**Collateral Demand**).
- 9.3 The Broker shall transfer the amount necessary to satisfy a Collateral Demand to the Collateral Account on (and for value on) the Business Day of the Collateral Demand. If the Broker fails to comply with its obligations under this Clause 9.3 Societe Generale shall be entitled (without further notice to the Broker) to cease to settle any Transactions and to close out any unsettled Transactions in accordance with Clause 7.4.
- 9.4 Societe Generale shall transfer back to the Broker any excess amount recorded on the Collateral Account within 2 Business Days.
- 9.5 Notwithstanding any other provision of this Agreement, Societe Generale shall not repay any monies included in the Collateral Account until all outstanding Broker Obligations and Client Obligations have been discharged in full.

10. SECURITY INTEREST

- 10.1 The Broker agrees (as principal) that it will pay or discharge all of its obligations from time to time owing to Societe Generale under or in connection with the Services Agreements when they become due for payment or discharge (the **Broker Obligations**).
- 10.2 The Broker agrees (as agent for each Broker Client) that each Broker Client will pay or discharge all of its obligations from time to time owing to Societe Generale under or in connection with the

Services Agreements when they become due for payment or discharge (such obligations of a Broker Client being its **Client Obligations**).

10.3 The charges given in:

- (a) Clauses 10.4 and 10.6 are given to Societe Generale with full title guarantee;
- (b) Clause 10.4 secures the payment and discharge of the Broker Obligations; and
- (c) Clause 10.6 secures the payment and discharge of the Client Obligations.

10.4 Subject to Clause 10.5, the Broker charges (as principal) in favour of Societe Generale by way of first fixed charge the Broker's rights, title and interest which it now has and which it obtains at any time in the future in:

- (a) the Collateral Account;
- (b) any other of the Broker's Accounts held in the name of the Broker by Societe Generale;
- (c) all cash, securities and other assets standing to the credit of any of the accounts described in Clauses 10.4(a) or 10.4(b) or otherwise held by or under the control of Societe Generale; and
- (d) under and in connection with this Agreement, any other Services Agreement and any Transactions,

and all rights accruing to, derived from or otherwise connected with them (including proceeds, insurances, guarantees and Encumbrances) (together the **Broker Assets**).

10.5 The Encumbrance referred to in Clause 10.4 does not apply in respect of the Dealing Commission Account.

10.6 The Broker charges (as agent on behalf of each Broker Client) in favour of Societe Generale by way of first fixed charge each Broker Client's rights, title and interest which it now has and which it obtains at any time in the future in:

- (a) any Accounts;
- (b) all cash, securities and other assets standing to the credit of any of the accounts described in paragraph 10.6(a) or otherwise held by or under the control of Societe Generale; and
- (c) under and in connection with this Agreement, any other Services Agreement and any Transactions,

and all rights accruing to, derived from or otherwise connected with them (including proceeds, insurances, guarantees and Encumbrances) (the **Client Assets**).

10.7 The Broker shall (and shall procure that each other Obligor shall) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as Societe Generale may reasonably require (and in such form as Societe Generale may reasonably require):

- (a) to perfect the Encumbrances created or intended to be created under or evidenced by the Services Agreements;

- (b) for the exercise of any rights, powers and remedies of Societe Generale and, in the case of any Receiver, in connection with the Encumbrance created or intended to be created under or evidenced by the Services Agreements; and
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Encumbrances created or intended to be created under or evidenced by the Services Agreements.

10.8 Societe Generale may enforce:

- (a) the Broker Security at any time following a Broker Default and while the same is outstanding, a Client Default and while the same is outstanding or if the Broker requests it to do so; and
- (b) the Client Security granted by the Broker Client at any time following a Client Default and while the same is outstanding by that Broker Client or if the Broker (on behalf of the relevant Broker Client) requests it to do so.

10.9 Without prejudice to Clause 10.8(b), following a Client Default, Societe Generale and the Broker shall cooperate in seeking to identify and implement a remedy for Societe Generale in respect of that Client Default for the duration of 14 Business Days from the date of the Client Default (**Cooperation Period**). During the Cooperation Period, Societe Generale shall not enforce the Broker Security in respect of the relevant Client Default. Following the Cooperation Period, Societe Generale may enforce the Broker Security in respect of the relevant Client Default.

10.10 Societe Generale and any Receiver will have the following powers (if enforcing the Broker Security) in respect of Broker Assets and (if enforcing Client Security) in respect of the relevant Client Assets

- (a) the power to apply money standing to the credit of the Accounts against an equivalent amount of Broker Obligations or (as the context requires) relevant Client Obligations;
- (b) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act;
- (c) appointing a Receiver of all or any part of the relevant assets; and
- (d) the power to do, or omit to do, on behalf of the relevant Obligor, anything which the Obligor itself could have done, or omitted to do, if the Broker Assets or Client Assets were not the subject of security and the Obligor were not in insolvency proceedings.

10.11 Following the right of Societe Generale to enforce the Broker Security or (as the case may be) the Client Security, to the extent that any of the Broker Assets or Client Assets constitute "financial collateral" and this Agreement and the obligations of an Obligor under it constitute a "security financial collateral arrangement" (in each case, as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)), Societe Generale shall have the right to appropriate without notice to an Obligor (either on a single occasion or on multiple occasions) all or any part of such financial collateral in or towards discharge of the relevant Broker Obligations or Client Obligations and for this purpose the value of the financial collateral so appropriated shall be:

- (a) in the case of cash, the amount standing to the credit of each Account together with any accrued but unposted interest at the time the right of appropriation is exercised; and

- (b) in the case of securities, the market price of such securities determined by Societe Generale in a commercially reasonable manner (including by reference to a public index or independent valuation).
- 10.12 A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Act 1986, secondary legislation made under it and any other legislation in England from time to time relating to insolvency or reorganisation. The appointment of a Receiver may be made subject to such limitations as are specified by Societe Generale in the appointment. If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that Societe Generale may specify to the contrary in the appointment. Societe Generale may remove or replace any Receiver
- 10.13 A Receiver will be the agent of each relevant Obligor until that Obligor goes into liquidation. He will have no authority to act as agent for Societe Generale, even in the liquidation of the relevant Obligor. Societe Generale may from time to time determine the remuneration of any Receiver.
- 10.14 Except to the extent provided by Applicable Law, none of the powers described in this Clause 10 will be affected by an Insolvency Event in relation to an Obligor.
- 10.15 A person dealing with Societe Generale or any Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:
 - (a) Societe Generale and the relevant Receiver have the power to do those things which they are purporting to do; and
 - (b) Societe Generale and the relevant Receiver are exercising their powers properly.
- 10.16 All money acquired by Societe Generale or any Receiver under this Clause 10, or any other document creating or evidencing an Encumbrance shall be applied:
 - (a) first, in or towards payment of all amounts payable to Societe Generale, its Affiliates, any Receiver and any of their respective Agents under Clause 20 (*Indemnity*) by the Obligor that has granted the relevant Encumbrance;
 - (b) secondly, in or towards payment of the Broker Obligations or Client Obligations, as the case may be, of the Obligor that granted the relevant Encumbrance in such order as Societe Generale determines; and
 - (c) thirdly, in payment of any surplus to the Obligor or any other person entitled to it.
- 10.17 Neither the Broker nor any Broker Client is entitled to, nor is Societe Generale required to give, any prior notice of default or a prior notice of the appointment of a Receiver or the exercise of the rights set out in this Clause 10 (except any notice that is required under Applicable Law and cannot be waived), but Societe Generale shall use its reasonable endeavours to give notice of the same as soon as reasonably practicable
- 10.18 Without prejudice to the security interest created in this Clause 10, the Broker (as principal and as agent for each Broker Client) agrees that Societe Generale may, without prior notice to the Broker or any Broker Client, set off any payment obligation owed to it by an Obligor in connection with this Agreement against any payment obligation (whether or not matured) owed by Societe Generale to that Obligor in connection with this Agreement regardless of the place of payment or currency of either obligation (and for such purposes may make any currency conversion necessary) If any obligation is unliquidated or unascertained, Societe Generale may set off an amount estimated by it in good faith to be the amount of that obligation. Societe Generale will use its reasonable

endeavours to notify the Broker as soon as reasonably practicable following the exercise of any such right of set off.

- 10.19 Notwithstanding the provisions of Clause 26 or any other provision of the Services Agreements, the obligations of an Obligor under this Clause 10 will continue until all of the Broker Obligations or the relevant Client Obligations, as the case may be, have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- 10.20 If any payment by an Obligor or any discharge or release given by Societe Generale (whether in respect of the obligations of any person or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (a) the liability of the Obligor and the relevant security shall continue as if the payment, discharge, release, avoidance or reduction had not occurred; and
 - (b) Societe Generale shall be entitled to recover the value or amount of that security or payment from the Obligor, as if the payment, discharge, avoidance or reduction had not occurred.

- 10.21 Section 93 of the Law of Property Act 1925 will not apply to the Encumbrance created by this Clause 10.

11. INSTRUCTIONS

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. INFORMATION AND LIAISON

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. FEES AND EXPENSES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. COMMISSION COLLECTION AND PAYMENT

[REDACTED]

[REDACTED]

[REDACTED]

15. CONFIDENTIALITY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16. DATA PROTECTION AND DATA STORAGE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17. INTELLECTUAL PROPERTY

[REDACTED]

18. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

_____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

19. LIMITATION OF LIABILITY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20. INDEMNITY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20.4 **Right of Retention:** In connection with any claim that does or could give rise to a claim for indemnification under this Clause 20 for Societe Generale or any of its Affiliates, Societe Generale may, in its discretion acting reasonably, in addition to any and all other rights and remedies under this Agreement, reserve and retain any money, securities or other property of the Broker or the Broker Client against whom such claim has been made pending a determination of such claim.

20.5 Without prejudice to Clause 20.2, the Broker shall only be required to indemnify Societe Generale in relation to Losses arising directly as a result of or in connection with the circumstances set out in Clause 20.1.

21. REGULATORY CHANGE

[REDACTED]

[REDACTED]

[REDACTED]

22. COMPLIANCE PROCEDURES

[REDACTED]

[REDACTED]

[REDACTED]

23. FORCE MAJEURE

[REDACTED]

24. SECURITY

[REDACTED]

[REDACTED]

25. EMPLOYEE MATTERS

[REDACTED]

26. TERMINATION RIGHTS

[REDACTED] Termination for Convenience: [REDACTED]

[REDACTED] Termination on Dealing Rules Rejection: [REDACTED]

26.3 INTENTIONALLY LEFT BLANK.

[REDACTED] Immediate Termination: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Individual Termination.

[REDACTED]

Termination for Change of Control:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Societe Generale's Right to Terminate:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Termination for Breach of Rules.

[REDACTED]

[REDACTED]

Survival of Provisions:

[REDACTED]

[REDACTED]

27. ANTI-BRIBERY AND CORRUPTION

[REDACTED]

[REDACTED]

[REDACTED]

28. MATERIAL INTERESTS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

29. MARKET DATA

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

30 DISPUTE RESOLUTION PROCEDURE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

31. ASSIGNMENT

[REDACTED]

[REDACTED]

32. SUBCONTRACTING AND USE OF THIRD PARTIES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

34. INTEREST CHARGES

[REDACTED]

35. RIGHTS OF THIRD PARTIES

[REDACTED]

[REDACTED]

36. REMEDIES AND WAIVERS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

37. AMENDMENTS

[REDACTED]

38. FURTHER ASSURANCE

[REDACTED]

[REDACTED]

39. NOTICES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

40. SEVERABILITY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

41. ENTIRE AGREEMENT

41.1 This Agreement contains the whole agreement between the Parties relating to the Services contemplated by this Agreement and supersedes all previous agreements between the Parties relating to the Services.

41.2 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement made by or on behalf of any other party before the date of this Agreement. Each party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

42. NO PARTNERSHIP OR AGENCY

[REDACTED]

43. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement, and any party may enter into this Agreement by executing a counterpart.

44. COMPLAINTS

[REDACTED]

45. THIRD PARTY CLAIMS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

46. COMPENSATION ARRANGEMENTS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**47. GOVERNING LAW AND JURISDICTION**

- 47.1 This Agreement and any non-contractual obligations connected with it are governed by English law
- 47.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**).
- 47.3 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- 47.4 Failure by the process agent to notify the Broker or relevant Broker Client of the process will not invalidate the proceedings.
- 47.5 If this appointment is terminated for any reason, the Broker will procure the appointment of a replacement agent and will ensure that the new agent notifies Societe Generale of its acceptance of appointment.

This Agreement has been entered into on the date stated at the beginning of it.

	[REDACTED]
	[REDACTED]

Section B – Settlement Services

[illegible]

Annex – Scope of Services
(On following page)

SCHEDULE 2 – DEALING RULES

Provided to the Broker by Societe Generale from time to time.

SCHEDULE 3 - INTERPRETATION

1. In this Agreement (including the Introduction and Schedules) the following expressions have the following meanings:

Agent means, in respect of a person, any officer, employee or agent of that person;

Authorised Representative means any employee or representative of the Broker (as set out in Schedule 8),

Accounts means the Cash or Securities accounts open in Societe Generale books in the name of the Broker and/or a Broker Client (as the context requires) in accordance with Clause 5;

Administrative Services means those Services set out in Schedule 1 – Section A;

Affiliate means, in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that party from time to time;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Applicable Law means all applicable laws, enactments, regulations, binding policies, guidelines, guidance notes and codes of conduct or practice issued by any Regulator or SG Regulator (as the context requires) and permits and licences issued by, and any applicable orders, judgments or decisions of, any Regulator or courts of competent jurisdiction that are in force in the applicable territory including any applicable Data Protection Legislation and rules of the Regulator;

Benefit means any benefit, including any fee, commission, rebate or reduction received in connection with any Service by Societe Generale (or any of its Affiliates) under or in connection with this Agreement or as a result of any relationship between Societe Generale (or any of its Affiliates) and the Broker or between

	Societe Generale and any other person;
Broker Client Acceptance Notification	has the meaning given in <u>Clause 4.4</u> ;
Broker Assets	has the meaning given in <u>Clause 10.4</u> ;
Broker Default	means the occurrence of any of the following events or circumstances (a) the Broker defaults on any Broker Obligations, (b) any of the circumstances described in <u>Clause 4.6</u> and (c) if Societe Generale has the right to terminate this Agreement under any of <u>Clauses 26.4, 26.5, 26.6, 26.7 or 26.8</u> ;
Broker Client Notification	has the meaning given in <u>Schedule 6</u> ;
Broker Client Notification Instruction	has the meaning given in <u>Clause 4.3</u>
Broker Obligations	has the meaning given in <u>Clause 10.1</u> ;
Broker Security	means the Encumbrance constituted by <u>Clause 10.4</u> .
Business Day	means any day other than a Saturday, Sunday or Christmas Day or New Year's Day in England and Wales;
Business Hours	means 8am to 6pm on a Business Day;
Cash	means all relevant currencies related to settlement operation;
Change of Control	means, in relation to each party, any circumstance which gives rise to a change of Control of that party or any parent company of that party, and in relation to Societe Generale, a change in ownership of the division of Societe Generale that provides the Services, as a result of any person (excluding any Affiliate of Societe Generale) acquiring the whole or part of Societe Generale's business or assets;
Client Assets	has the meaning given in <u>Clause 10.6</u> ,
Client Default	means the occurrence of any of the events or circumstances in relation to a Broker Client (a) it defaults on any Client Obligations; (b) any of the circumstances described in <u>Clause 4.3</u> (<i>Condition of Provision of Services</i>) occur in relation to the Broker Client; and (c) if Societe Generale has the right to terminate this Agreement under any of <u>Clauses 26.4, 26.5, 26.6, 26.7 or 26.8</u> as a result of a breach by or event occurring in relation to the Broker Client;
Client Obligations	has the meaning given in <u>Clause 10.2</u> ;

Client Security	means the Encumbrance constituted by <u>Clause 10.6</u> ;
Collateral Account	means the account which will hold Cash received by Societe Generale in accordance with <u>Clause 9</u> ,
Confidential Information	means information in any medium or format (whether marked "confidential" or not) which the Recipient receives from the Disclosing Party either directly or indirectly or from any other person and which concerns this Agreement, its terms, the business, trade secrets, customers, suppliers, operations or affairs of the Disclosing Party, or its Affiliates, including any Personal Data;
Cooperation Period	has the meaning set out in <u>Clause 10.9</u> ;
Commission	has the meaning in <u>Clause 14</u>
Control	means that a person possesses directly or indirectly the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, by contract or otherwise and Controls , Controlling and Controlled shall be interpreted accordingly;
Counterparty Letter	means the letter as set out in <u>Schedule 9</u> ;
Data	means all data (except Market Data, market, instrument or price data to the extent not related to a particular Transaction) which relates to Broker Clients or to Broker and which is used, collected, created or processed by Societe Generale in the provision of the Services including any Personal Data;
Data Protection Legislation	means the Data Protection Act 1998 (if applicable) and the EC Data Protection Directive 95/46/EC, and any other applicable laws and regulations (including the laws and regulations within the respective jurisdictions of the Broker and Societe Generale) relating to or impacting on the processing of personal data and privacy;
Data Provider	has the meaning given in <u>Clause 29.1</u> ;
Dealing Commission Account	means the Account which will hold Commission received by Societe Generale in accordance with <u>Clause 14</u> and the Dealing Rules;
Dealing Rules	means the rules and restrictions set out in <u>Schedule 2</u> or as notified by Societe Generale to the Broker;

Dealing Rules Rejection Notice	has the meaning given in <u>Clause 26.2</u> ;
Disclosing Party	has the meaning given in <u>Clause 15.1</u> ;
Dispute	<i>has the meaning given in <u>Clause 47.2</u>;</i>
Dispute Resolution Procedure	means the procedure set out in <u>Clause 30</u> ;
Due Diligence Information	means all information which it reasonably believes to be relevant to the provision of the Services by Societe Generale and information requested by Societe Generale (acting reasonably) in writing, to enable Societe Generale to decide whether to enter into this Agreement for the provision of Services, and whether to continue to provide the Services under this Agreement to the Broker;
EEA	means the European Economic Area;
Effective Date	means the date on which this Agreement is entered into by the Parties;
Eligible Counterparty	has the meaning set out in the FCA Rules,
Encumbrance	means (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction, (b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset which has the same commercial effect as if security had been created over it; and (b) any right of set-off created by agreement;
EU	means the European Union;
FCA	means the Financial Conduct Authority in the United Kingdom or any successor regulator to the FCA;
FCA Rules	means the principles and rules set out in the Handbook of Rules and Guidance of the FCA, and in each case as amended and supplemented from time to time,
Fees	means the fees payable to Societe Generale by Broker for the provision of the Services as set out in <u>Schedule 4</u> , as amended from time to time in accordance with this Agreement;

Force Majeure Event

means each (or any combination of) event(s) affecting the performance by a party of its obligations under this Agreement arising wholly or partly from an event or state of affairs beyond its reasonable control, including war, riots, civil disobedience, acts of government, political crisis, strikes, civil commotion or terrorist action, revolution, natural disasters (such as earthquakes, fires, tidal waves, storms and floods), acts of God, explosions, disease, the failure or defective performance of any communication, settlement, computer or accounting systems or equipment, inability to obtain or the interruption of communication facilities, any failure or interruption in the supply of data, the suspension or limitation of trading by any exchange or clearing house and any event (including any act or omission by any Third Party) beyond its reasonable control;

In-Scope Transaction

means a Transaction in respect of a Product and Market set out in the Dealing Rules;

Insolvency Event

means, in respect of a person, it or any person that Controls that person is or becomes unable to pay its debts or becomes insolvent or an order or an application is made or a resolution passed for the administration, winding up, or dissolution of that party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, administrator, liquidator, trustee in bankruptcy or similar officer is appointed with respect to all or any of its assets or an application or filing for a moratorium is made under any insolvency legislation or it proposes to or enters into any scheme of arrangement or composition with its creditors generally or takes any step with a view to rescheduling or restructuring any of its indebtedness or anything similar or analogous to the foregoing is taken or occurs under the law of any applicable jurisdiction,

Instruction

has the meaning given to it in Clause 11.1.

Intellectual Property Rights

means (a) rights in inventions, patents, trademarks and service marks, rights in trade names, business names, rights in designs, rights in confidential information and trade secrets, copyrights (including rights in Software), database rights and semiconductor topography rights (whether or not any of these is registered and including applications for registrations and the right to apply for registration for any of these rights), and (b) all rights or forms of

protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

Losses

means losses, damages, payments, claims, costs, expenses (including, but not limited to, legal, bank, broking, exchange, custodian, clearing and transaction fees, stamp duty, value added tax, matching or settlement fines, buy-in costs and fees), awards, fines or any other liabilities (as the case may be);

Market Data

has the meaning given in Clause 29.1

Market Data Losses

means losses suffered by the Broker or a Broker Client which are caused by incorrect data received from a Third Party market data provider and used in the provision of the Services;

Market Infrastructure Losses

means losses suffered by the Broker or a Broker Client which are caused by the acts, omissions or insolvency of any subcustodian or market infrastructure party or any Third Party;

Markets

means the markets set out in the Dealing Rules;

[REDACTED]

[REDACTED]

Notice

has the meaning given to it in Clause 39.1;

Obligor

means the Broker and each Broker Client;

On-Boarding Requirements

means such requirements as Societe Generale may require from time to time in order to accept a person as a client;

Parties

means Societe Generale, the Broker and the Broker Client collectively;

Permitted Users

means the Affiliates of the Broker or Societe Generale and those persons to whom Societe Generale needs to disclose in connection with the provision of the Services;

Personal Data

has the meaning given to that term by the applicable Data

	Protection Legislation and processing, processed, data controller, data processor, data subject and sensitive personal data shall have the meaning given to those terms by any applicable Data Protection Legislation;
Power of Attorney	means a power of attorney (in a form and substance acceptable to Societe Generale acting reasonably) from the Broker (as principal and as agent for each Broker Client) in favour of Societe Generale;
Products	means the products set out in the Dealing Rules;
Professional Clients	has the meaning set out in the FCA Rules;
Recipient	has the meaning given in <u>Clause 15.1</u> ;
Receiver	means one or more receivers or managers appointed, or to be appointed, under this Agreement;
Regulator	means any regulator with jurisdiction over the Broker or the Broker Client, as appropriate,
Regulatory Change	has the meaning give to it in <u>Clause 21</u> ;
Securities	means financial instruments accepted by Societe Generale in connection with this Agreement,
Securities Market Practice	means customary or established practice and procedures in any applicable jurisdiction or market in relation to the Services;
Security Policies	means Societe Generale's internal security policies;
Services	means the Settlement Services and Administrative Services;
Services Agreements	means this Agreement, any agreement relating to a Transaction and any other document designated as such by the Broker and Societe Generale at any time;
Settlement Capability	means where Societe Generale maintains appropriate accounts or settlement agent's relationships with settlement agents or central securities depositories,
Settlement Services	means, including without limitation, the operation of accounts and processes designed to settle Transactions by the delivery or receipt (as appropriate) of cash or securities and as set out in <u>Schedule 1 – Part B</u> ;

SG Regulator

means any regulator with jurisdiction over Societe Generale;

Sub-Account Clients

means the client of the Broker Clients, where Societe Generale acts as settlement agent for the Broker Clients and where the relevant Broker Client is acting as agent of in respect of its underlying clients;

Subcontractor

means a subcontractor of either Societe Generale or the Broker engaged by Societe Generale or the Broker;

Tax

means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

Tax Authorities

means authorities responsible for the collection of Tax Payments,

Tax Payments

means payments made to Tax Authorities in connection with Tax due in respect of Transactions;

Term

means the period from the Effective Date until the Agreement is terminated in accordance with Clause 26;

Third Party

means any person who is not a party to this Agreement (including any Affiliate of each party);

Third Party Claim

means any threatened or actual litigation, arbitration, mediation, administrative or other proceedings instigated by a Third Party relating to the provision of the Services by Societe Generale and any alleged breaches of this Agreement or Applicable Law in relation to this Agreement or otherwise relating to this Agreement;

Transaction

means any transaction or function involving, without limitation, purchase, sale, redemption, repurchase, reverse repurchase, borrow, loan, stock or cash movement as a result of a corporate action event, manual journal, conversion, cash deposit or

withdrawal, net and gross, book to book transfers, cancellation and/or trade modification made on the same day as the underlying trade or instigated by or on behalf of any Broker Client, depot / Nostro transfer, pledge, give up and allocation (as such terms are generally understood in the securities brokerage industry) and each occurrence of any of these functions shall constitute a single Transaction. If more than one security or counterparty is involved in any of the foregoing functions (such as a multi-collateral repurchase), each function for each security will be considered a Transaction. In the case where a stock loan revaluation results in a margin transaction and an amendment to the final return of a stock loan, only the margin transaction will be considered a Transaction;

US

means the United States of America; and

VAT

means any sales, purchase or turnover tax as may be applicable in any relevant jurisdiction including value added tax chargeable under or pursuant to the Value Added Tax Act 1994 or the EC Sixth Directive (77/388/EEC).

2 In this Agreement unless otherwise expressly stated:

- (a) references to the **parties** are to Broker, Broker Clients and Societe Generale collectively and to their respective permitted successors and assigns only and any reference to a **party** shall be a reference to one of them;
- (b) references to a **person** shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (c) a reference to any enactment (which includes legislation in any jurisdiction) includes references to:
 - (i) that enactment as re-enacted, amended, extended or applied by or under any other enactment (before, on or after the date of this Agreement),
 - (ii) any enactment which that enactment re-enacts (with or without modification); and
 - (iii) any subordinate legislation made (before, on or after the date of this Agreement) under that enactment, as re-enacted, amended, extended or applied as described in paragraph 2(c)(i), or under any enactment referred to in paragraph 2(c)(ii) of this Schedule 2,
- (d) a reference to any other document referred to in this Agreement is a reference to that other document as effectively amended, varied, novated or supplemented (other than in breach of the provisions of this Agreement) at any time;

- (e) words importing the singular include the plural and vice versa and references to one gender include references to all genders,
- (f) a reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be treated as a reference to any analogous term in that jurisdiction;
- (g) references to **expenses** includes travel expenses;
- (h) the words **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (i) references to a time are to London time;
- (j) the words **obligation** and **liability** and comparable words include obligations and liabilities of any kind whether they are to pay money or to perform an act; express or implied; present, future or contingent; joint or several; incurred as principal or surety or in any other manner; or originally owing to the person claiming performance or acquired by that person from someone else; and
- (k) the word **right** includes any right, privilege, power or immunity, or any interest or remedy of any kind, whether it is personal or proprietary.

SCHEDULE 4 – FEES

To be set out in a separate document as agreed between the Broker and Societe Generale from time to time.
This Schedule shall take precedence over the main part of the Agreement.

SCHEDULE 5 – EMPLOYEE MATTERS

1 TUPE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 6 – BROKER CLIENT NOTIFICATION

To be set out in a separate document as notified by the Broker from time to time

SCHEDULE 7 – ANTI-MONEY LAUNDERING REQUIREMENTS

1. Anti-Money Laundering Requirements

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------	------------	------------

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 9– COUNTERPARTY LETTER

To: *[Insert details of Broker Client]*

[REDACTED]

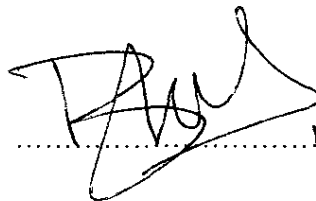
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Signed by
duly authorised for and
on behalf of **Societe Generale, London
Branch**



.....BERTRAND BLANCHARD

Signed by
duly authorised for and
on behalf of **Linear Investments Limited**



.....PAUL KELLY

Signed by
duly authorised for and
on behalf of **Linear Investments Limited** (in
its capacity as agent for each Broker Client)



.....PAUL KELLY