



# BANK OF AMERICA MERRILL LYNCH<sup>1</sup>

## GENERAL TERMS & CONDITIONS OF BUSINESS FOR PROFESSIONAL CLIENTS AND ELIGIBLE COUNTERPARTIES

These General Terms & Conditions of Business include this document, its Annexes and all of the materials available on the BofAML MiFID II Website [www.bofaml.com/mifid2](http://www.bofaml.com/mifid2), to which you are directed, each as amended from time to time in accordance with Clause 29 below (the "Terms"). You confirm that you have regular access to the internet and consent to us providing you with information through the BofAML MiFID II Website to the extent permitted by Applicable Rules.

These Terms are legally binding and will take effect after receipt by you on your beginning or continuing to undertake business with any of the Bank of America Merrill Lynch Group entities set out in the BofAML Entities List. These Terms replace any previous terms of business issued by any of us in relation to services which may be provided under these Terms. Annex 1 to this document contains definitions of terms used in these Terms.

As of the date that the United Kingdom ("UK") leaves the European Union ("EU") and European Economic Area ("EEA"):

- (a) in respect of those entities on the BofAML Entities List subject to the UK Provisions, references in these Terms to European Provisions shall be read as references to the equivalent or substantially similar UK Provisions unless the context or Applicable Rules otherwise require; and
- (b) references in these Terms to the EEA, EU or UK shall, be construed in light of the relevant entity on the BofAML Entities List and relevant European Provisions or UK Provisions, except where the context or Applicable Rules otherwise require.

Where:

"European Provisions" means collectively any EU directive, regulation, decision or tertiary legislation including references to definitions or designations deriving from such provisions; and

"UK Provisions" means collectively those provisions of UK domestic law or regulation which implement, adopt or set out provisions substantially similar to the European Provisions.

Notwithstanding the above, as of the date the UK ceases to be a member of the EEA, all references to the EEA in any policies applicable to any entity on the BofAML Entities List shall be read as continuing to include the UK.

These Terms apply to the Services and related transactions except that any other documentation agreed between you and us relating to a specific transaction or transactions, any other written agreement, or any other terms agreed in writing with you or that we have notified to you, will prevail over these Terms to the extent of any inconsistency. Applicable Rules are not incorporated into these Terms.

References in other documents between you and us to an earlier version of these Terms will now be read as a reference to these Terms or the relevant part thereof.

### 1 Services

- 1.1 We may provide you general investment and dealing, distribution, arranging, underwriting and other related services (including Ancillary Services) in respect of all or any investments and related instruments including (without limitation) Structured Deposits (the "Services"). We may also provide research in relation to any investment but are not obliged to do so. Other services may be provided from time to time by us to you on these or other terms as agreed between us. We may do whatever we consider necessary or desirable for, or incidental to, the provision of our Services.
- 1.2 We will only give you investment advice under a separate written agreement. Any other recommendation or advice will not take account of your personal circumstances and may not be suitable for you.
- 1.3 We will only provide you with what we consider to be research services or administer a research payment account under separate written terms.
- 1.4 We will only provide you with custody services under a separate written agreement. If we are required to provide you with client money or client asset protections

(for example, as described in the BofAML Custody Terms), the BofAML Custody Terms will apply. The BofAML Custody Terms will also apply to title transfer collateral arrangements as described therein.

### 2 Our Capacity

- 2.1 Details of the regulatory status and addresses of the Bank of America Merrill Lynch Group entities which are parties to the Terms are set out in the BofAML Entities List.
- 2.2 We will not owe you fiduciary or similar obligations in connection with any Service unless arising under Applicable Rules.
- 2.3 At our discretion (subject to contrary instructions from you on any transaction) we may effect any transaction with or for you as principal or agent, or partly as principal and partly as agent. We do not need to notify you whether we will be acting as principal or agent before we execute any order for you.
- 2.4 We may delegate the performance of any of our Services to any persons we think fit. Where such persons are Associated Companies, in circumstances where we retain responsibility for providing the

<sup>1</sup> "Bank of America Merrill Lynch" is the marketing name for the global banking and global markets businesses of Bank of America Corporation ("BAC"). Banking affiliates of BAC globally (including Bank of America, N.A., Member FDIC) perform lending, derivatives and other commercial banking activities. Investment banking affiliates of BAC globally perform securities, strategic advisory and other investment banking activities, including, in the United States, BofA Securities, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp. (all of which are registered broker-dealers, registered as futures commission merchants with the CFTC, Members of SIPC and the NFA) and, in other jurisdictions, locally registered entities.

Services, these Terms will apply. We may employ such agents as we select on terms we think appropriate.

- 2.5** We may introduce you to one or more of our Associated Companies or other third party and, where we do, we shall not be responsible for the business you may conduct with them or the services you may receive from them. Any such business or services shall not be subject to these Terms, but may be subject to terms and conditions of the third party. We may, alternatively, agree to arrange for you to enter into a transaction with a third party (which may be one of our Associated Companies). Where we do so, the Terms apply to such arranging, but not to the transaction itself, which will be governed by the terms of any agreement that you may have with the other party with which you are dealing. In respect of any such introductions or arrangements, if the other party is outside the UK or EEA, you may not have the same protections as you do when dealing with us.
- 2.6** Additional provisions that apply if you deal with certain of the entities on the BofAML Entities List are set out in Annex 3.
- 2.7** Where we provide you with an indication of interest or similar communication in relation to a financial instrument that does not specify a particular BofAML Group entity, that communication will be deemed to have been provided to you by the BofAML Group entity that normally provides dealing or execution services to you in relation to such instruments.

### **3 Your Capacity**

- 3.1** For the purposes of the Applicable Rules and based upon the information available to us, we have categorised you as a “*professional client*” or an “*eligible counterparty*” (as set out in the BofAML Client Classification and Protections Document in relation to the Service in question). You must notify us immediately of any change that could affect your client categorisation.
- 3.2** You may request a different client categorisation, but we reserve the right to decline to trade with you under such categorisation. Where we have categorised you as:
- (a) an eligible counterparty, you may request in writing to be categorised as a professional client or as a “*retail client*” (as defined under Applicable Rules); or
  - (b) a professional client, you may request in writing to be categorised as a retail client.

If you request to be categorised as a retail client, we may, at our absolute discretion, decline to provide Services to you. Where we have categorised you as a professional client, if certain criteria are met and if we agree in writing, you may also elect to be categorised as an eligible counterparty. You understand that a request to be classified as an eligible counterparty will result in fewer protections for you under Applicable Rules. Please see the BofAML Client Classification and Protections Document for information regarding the main differences in the protections afforded to different client types.

- 3.3** Unless we otherwise agree with you in writing, we will treat you alone as our client for the purposes of Applicable Rules and you will be liable as such. You

agree that no other person (whether disclosed to us or not) will be our client or have any rights under these Terms, unless we agree otherwise in writing. Where you are acting on behalf of another (whether disclosed to us or not), we will, to the extent permitted by Applicable Rules, treat you alone as our client for all purposes relating to such dealing or matter, unless we agree otherwise in writing.

- 3.4** You are liable to us jointly and severally with your principal in respect of all obligations and liabilities arising from these Terms. Such obligations and liabilities will be legal, valid and binding obligations of you and your principal. You undertake to procure that your principal observes and complies with these Terms. You alone are entitled to take action against us in respect of any cause of action you or your principal may have under or in connection with these Terms.
- 3.5** You permit us to assume that you fall outside the unbundling requirements of Section 13(9) of the MiFID II Commission Delegated Directive (EU) 2017/593 in providing research and other services unless you notify us otherwise in writing.

### **4 Your knowledge and experience and understanding of risk**

- 4.1** If you are a professional client:
- (a) where Applicable Rules require us to assess whether a proposed transaction is suitable or appropriate for you, we are entitled to assume that you have the necessary experience and knowledge to understand the risks involved in the transaction and we will, for such purposes, rely on the information you have supplied us; and
  - (b) where you ask us to enter into a transaction which consists only of execution or reception and transmission of orders, with or without Applicable Ancillary Services, and such transaction is in relation to a non-complex financial instrument (as defined under MiFID II), we are not required to assess the appropriateness of such Service or non-complex financial instrument and you will not benefit from the protection of Applicable Rules on assessing appropriateness.

- 4.2** When making a decision to deal in investments, you must consider the risks inherent in the relevant products and in any Services and strategies related to them. You should consider all potential risks including those relating to credit, the market, liquidity, interest rate, insolvency, foreign exchange, contingent liabilities, execution venue, legal and tax issues. Please see the BofAML Risk Notice, which sets out risks that may be associated with certain investments and markets and includes information on: the risks associated with dealing in commodities; certain specific pricing and liquidity considerations associated with exchange-traded funds; and an explanation of how barrier options may be executed for you and the particular risks relevant to these types of transaction.

### **5 PRIIPs and Product Governance provisions**

- 5.1** You must not treat products in which we transact with you and Services that we provide you as being suitable for distribution to retail clients unless we expressly permit you otherwise in writing.

**5.2** You must not, and agree that you do not intend to, distribute investments that we “*manufacture*” or investments or Services that we “*distribute*” (as such terms are defined in Applicable Rules) without prior written notification by us. Absent such prior notification, you may only distribute our products and Services to third parties that are professional clients or eligible counterparties. In addition, you must ensure this restriction is maintained in respect of distributions that such persons may make, until the end client is reached.

**5.3** Where we manufacture a PRIIP that may be sold to retail investors or where we act as a distributor of products manufactured by an issuer other than us, the KID will be made available to you or you will be directed to the website advised to you from time to time. In relation to exchange traded funds, these can be found at <http://www.bofaml.com/en-us/content/emea-kiid-links.html>. Where we have not manufactured a PRIIP we will not draw up a KID. If you are distributing such a PRIIP to retail investors, you will need to contact the manufacturer of that PRIIP directly to determine whether any KID is available. In addition, you agree that you will not sell any products to investors in the EEA or the UK within the scope of any product intervention, restriction or ban. For the purposes of this Clause 5.3, references to distribution (whether by us or you) or products, investments or Services to retail clients includes where you purchase, enter into or otherwise invest in such products, investments or Services as a non-discretionary agent on behalf of underlying retail clients.

## **6 Fees and Charges**

**6.1** You are responsible for our fees and other charges. We will calculate fees on a commission basis and collect them on each relevant transaction or on such other basis as we agree or as we notify you from time to time.

**6.2** You are responsible for the payment of any brokerage fees, transfer fees, registration fees, stamp duty and any other applicable taxes (as and when they arise), and all other liabilities, charges, costs and expenses (including, without limitation, any interest or fines) payable in connection with transactions we effect for you, or Services we provide to or for you.

**6.3** We will provide you with information on costs and charges arising in the context of the provision of Services to you as required by Applicable Rules. We will provide you with an itemised breakdown of such costs and charges on request. Notwithstanding this provision, you agree to a limited application of the detailed requirements on provision of information on costs and associated charges to the extent permitted by Applicable Rules. Information on our costs and charges is set out in the BofAML Costs and Charges Disclosure, which will be supplemented with further information in separate documentation as required by Applicable Rules.

**6.4** We reserve the right to charge an account maintenance fee in relation to accounts that have been inactive for at least a year (which fee will be notified to you and may be deducted from any money held by us for you).

**6.5** We may pay or receive any fees, commissions or non-monetary benefits to or from any other person (including our Associated Companies) to the extent permitted by Applicable Rules. Information on the essential terms of such arrangements will be provided to you separately

on a product or Service specific basis if required by Applicable Rules. Where we are unable to ascertain the amount of any payment or benefit to be received or paid until after the event, we may instead disclose to you the method of calculating that amount, and may also provide you with information on the exact amount of the payment or benefit received or paid when we are able to do so. Please refer to the BofAML Inducements Policy Summary.

## **7 Orders and Instructions**

**7.1** You transmit instructions to us at your own risk in such manner as we may specify or agree with you from time to time. You must confirm instructions in writing if we so ask. You authorise us to follow instructions even where you do not confirm them in writing. We will not be liable for any loss suffered on account of any instruction not being received by us or not being acted upon by us.

**7.2** You may only cancel or revise instructions with our consent if we have not acted upon them.

**7.3** You permit us to rely and act upon, and treat as fully authorised and binding upon you, any instruction which purports to have been given by or for you and which we accept in good faith as having been given by or for you, without any further enquiry by us. You may only limit persons from whom we may accept instructions by written agreement with us. You will be responsible for and bound by all contracts, obligations, costs and expenses entered into or assumed by us on your behalf in consequence of or in connection with such instructions.

**7.4** Where these Terms are addressed to more than one person, any instruction, notice, demand, acknowledgement or request to be given by or to you under these Terms may be given by or to any one of you. We need not enquire as to the authority of that person.

## **8 Dealing**

**8.1** We are not obliged to enter into any transaction or to accept or act in accordance with any instructions or provide any Services at our sole discretion. We will make reasonable efforts to notify you of such action or inaction but will not be responsible for any losses, costs, damages or expenses incurred by you as a result.

**8.2** Notwithstanding any conflicting provision in these Terms, we may take or omit to take any action we believe to be appropriate to ensure compliance with Applicable Rules and you agree to be bound by any such action or omission. We are not required to give prior notice to you of any such action or inaction.

**8.3** Where, in order to execute your order, we enter into one or more contracts in our own name (a “**market contract**”) and also equivalent contract(s) with you, any event or action that affects our rights and obligations under the market contract may be deemed by us also to apply to and affect our obligations under our contract with you.

**8.4** Subject to any particular instructions you may give us, we may carry out transactions for you on any Trading Venue that we in our absolute discretion determine and we may also carry out transactions otherwise than on a Trading Venue. Where necessary, we have separately sought your consent to execute your orders outside of

a Trading Venue. Subject to having received such consent from you where required by Applicable Rules, you agree that, whenever you place an order with us, we will be entitled, at our absolute discretion and without reference to you, to select the medium for executing your order and any related transactions we enter into as a result of your order. Unless we agree otherwise, neither the medium we select nor the costs or charges we may or may not incur in relation to any such transactions will impact the fees payable by you to us.

**8.5** Where we have accepted a limit order in shares admitted to trading on a regulated market or traded on a Trading Venue on your behalf, and such limit order cannot be immediately executed under prevailing market conditions, then we will not be obliged to immediately publish that limit order if you have consented to our not publishing in those circumstances.

**8.6** Subject to Applicable Rules, we may combine your order with our own orders, orders of persons connected with us and orders of other customers. Such aggregation may on some occasions operate to your advantage and on others to your disadvantage.

**8.7** You agree that when you place an order with us to purchase securities, during the period between execution of the order and settlement:

(a) you are solely responsible for instructing us to take up any rights, exercise any conversion or subscription rights, deal with take-over or other offers or capital re-organisations or exercise any voting rights or effect any other corporate actions with respect to such securities; and

(b) we are not obliged to notify you of any such rights or take any action in respect of such rights unless and until we receive timely instructions from you.

**8.8** If an exchange, market, clearing house, clearing system or other market infrastructure or authority takes any action (or fails to perform its obligations) which affects any transaction, then we may take action which we reasonably consider appropriate to correspond with such action and to mitigate any loss incurred as a result of such action, and we will not be liable for the consequences of so doing. Any action we take will be binding on you.

**8.9** Where you are established in the EEA or the UK and you are subject to rules relating to post-trade transparency, we will assume that, where you enter into any transaction with us, you will not be acting in the capacity of a "systematic internaliser" (as defined in MiFID II). Where this is not the case, you must inform us as to whether and in what instruments or sub-asset classes you are a systematic internaliser. To find out how we will accept information about your systematic internaliser status, please contact your usual sales contact who can provide you with this information.

**8.10** We may arrange for a transaction to be executed (in whole or in part) by selling an investment to you from another client, or a client of an Associated Company of ours, or vice-versa. We will not give you prior notice if we arrange for a transaction to be executed in this manner.

**8.11** We or any of our Associated Companies may enter into a transaction or deal with or for you where the other

party to the transaction is or may be ourselves or an Associated Company (as principal or agent).

**8.12** We may, at our discretion, arrange for any transaction to be effected with or through the agency of an intermediate broker, who may be an Associated Company of ours and may not be in the UK or EEA. Neither we nor our respective agents or Associated Companies will be liable to you for any act or omission of an intermediate broker or agent. We do not accept any responsibility for the actions or omissions of intermediate brokers or agents selected by you. Financial instruments and funds held by an intermediate broker in a jurisdiction outside the UK or EEA will be subject to the law of that jurisdiction and your rights in relation to those financial instruments and funds may differ accordingly.

**8.13** Where we act as a systematic internaliser and we are required to provide you with certain information under Applicable Rules, that information can be found in the BofAML Systematic Internaliser Disclosures Document.

## **9 Programme Trades**

**9.1** If you would like us to execute a Programme Trade as your agent or by entering into a market contract, you must give instructions to us to that effect. In such case, we will take all sufficient steps to obtain Best Execution to the extent required under Applicable Rules, subject always to any specific instructions from you and the BofAML EMEA Order Execution Policy. If you do not instruct us to execute a Programme Trade as agent or by entering into a market contract, we may execute the Programme Trade as principal subject to Applicable Rules.

**9.2** We may execute an own account transaction in any investment included in a Programme Trade. Where you ask us to bid as principal on a Programme Trade that is based on market prices at a designated strike, time or on an agreed benchmark, unless otherwise agreed, we may at any time following your request for the bid undertake transactions, including transactions using information provided by you, in the relevant securities or related securities which could have an impact on the strike prices achieved for you in the relevant securities.

## **10 Best Execution**

**10.1** Where we categorise you as a professional client, we will execute your orders in accordance with the BofAML EMEA Order Execution Policy (as defined in the BofAML EMEA Order Execution Policy Summary).

**10.2** Please read the BofAML EMEA Order Execution Policy Summary carefully. You confirm you have received the BofAML EMEA Order Execution Policy Summary and consent to the BofAML EMEA Order Execution Policy.

**10.3** When acting on your behalf:

(a) the circumstances in which we will execute orders for you are set out in the BofAML EMEA Order Execution Policy Summary;

(b) you acknowledge that for certain types of investments we will not be considered as executing your order and consequently will not be required under Applicable Rules to take all sufficient steps to obtain Best Execution;

- (c) where we follow your specific instructions when executing an order, or placing an order with, or transmitting an order to, another entity for execution, we thereby satisfy any obligation on us to take all sufficient steps to obtain the best possible result for you (in respect of that aspect of your order to which your instructions relate), or to act in accordance with your best interests where providing the service of reception and transmission of orders (in respect of that aspect of your order to which your instructions relate); and
- (d) we will notify you of any material changes to our order execution arrangements or the BofAML EMEA Order Execution Policy, but you must check for any other changes as published from time to time on the BofAML MiFID II Website. Where you continue to place orders with us you are continuing to consent to the BofAML EMEA Order Execution Policy.

## 11 Bookbuilt Offers of Securities

- 11.1 We may contact you from time to time to buy or sell in relation to Documented or Undocumented Offers. In such case, the BofAML Bookbuilt Offers of Securities Terms apply. Where you participate in an Offer, you will be deemed to make the representations and warranties set out in the BofAML Bookbuilt Offers of Securities Terms.
- 11.2 Please refer to the BofAML EMEA Capital Markets Allocation and Distribution Policy Summary and the BofAML Bookbuilt Offers of Securities Terms for relevant information on marketing, pricing, allocation and distribution of bookbuilt securities offerings of our issuer or seller clients.

## 12 Settlement

- 12.1 You are responsible for the due performance of every transaction which we enter into with or for you unless we agree otherwise in writing. We may effect a net settlement with or for you where permitted by Applicable Rules.
- 12.2 Where we have acted as your agent, it is the other party to the transaction who is responsible for all obligations relating to the transaction, including settlement, and delivery or payment will be at your entire risk.
- 12.3 Our obligation to settle a transaction, whether as principal or agent, is conditional upon the receipt by us or our agents on or before the due date for settlement of all necessary documents, information, assets and funds.
- 12.4 If, for any transaction, we deliver securities or pay money to you or to your order when you are obliged to pay money or deliver securities to us or to our order at that time or subsequently and, for whatever reason, your obligations are not performed simultaneously with or prior to our obligations, you must hold on trust for us any such securities or money received from us until your own obligations to us are fully performed.
- 12.5 If you have not delivered appropriate settlement instructions to us on the due date for settlement, you are responsible for any losses we incur, such as market buy-ins, fines and other market censures or any actions we take as a result thereof.

12.6 If you have not delivered the appropriate funds or securities to us on the due date for settlement, we reserve the right to exercise a sell-out of the relevant securities or acquire alternative securities by whatever means we determine in our absolute discretion. Where we do so, our obligation to deliver the securities to you or pay the purchase price due will cease. You are responsible for any losses we incur arising out of your non-performance or any actions we take as a result thereof.

12.7 In the course of settling transactions with or for you we may, in certain circumstances, receive or hold money or investments belonging to you. Details of when we may hold such money or investments, and the terms on which we may do so, are set out in the BofAML Custody Terms.

## 13 Client Reporting

13.1 Save as provided in Clause 13.3, we will provide you with reports on the Services we provide, in accordance with Applicable Rules. Those reports will include periodic communications to you, taking into account the type and the complexity of the investments involved and the nature of the Services provided to you and will include, where applicable, the charges associated with the transactions and Services undertaken on your behalf.

13.2 Subject to certain exceptions, Applicable Rules require us to provide you with confirmations of the execution of orders carried out on your behalf in respect of financial instruments or Structured Deposits no later than the first business day following execution or, where we receive confirmation from a third party, no later than the first business day following receipt of the confirmation from the third party. We are not required to provide such confirmations if the same information is to be promptly dispatched to you by another person. You agree that, if you are classified as an eligible counterparty, we will provide you with information on such orders with such content and at such times as are mutually agreed between us. In relation to business that is not MiFID Business, unless you notify us otherwise, you agree that you do not require and we will not send you a confirmation or contract note in respect of a transaction entered into pursuant to these Terms, unless required by Applicable Rules.

13.3 Unless you notify us otherwise, you agree that, to the extent permitted by Applicable Rules, you do not require, and we are not obliged to send to you, a periodic statement for the purposes of Applicable Rules or otherwise.

## 14 Payments

14.1 You agree to pay any amounts due to us by you as they become due regardless of any rights of equity, counterclaim or set-off which you may have against us and free and clear of, and without withholding or deduction for, any taxes of whatsoever nature, unless the same is required by Applicable Rules. In that event, unless otherwise agreed, you will pay such additional amounts as will result in the net amounts receivable by us (after taking account of such withholding or deduction) being equal to such amounts as would have been received by us had no such taxes been required to be withheld or deducted.

- 14.2** If on any date amounts would otherwise be payable in the same currency both by us to you and by you to us, then we may aggregate the amounts so payable on such date and only the difference between the two aggregate amounts will be paid by the party owing the larger aggregate amount.
- 14.3** You authorise us to debit any of your accounts, whether held by us, an Associated Company or a third party, to pay any amounts due to us pursuant to these Terms or any transaction effected hereunder.
- 14.4** If you fail to pay any amount when due and payable to us, we reserve the right to charge you interest on such amount until the date that payment is received by us either in accordance with standard market practice (if we determine, in our absolute discretion, that such a practice exists in the relevant market) or otherwise at the rate equal to our prevailing effective cost of funds plus 2 per cent per annum as determined in our absolute discretion. Interest will accrue on a daily basis and will be due and payable as a separate debt.
- 14.5** We may deduct or withhold all forms of tax (wherever or whenever imposed) from any payment if obliged to do so under Applicable Rules. In accounting for tax or making deductions or withholdings of tax, we may estimate the amounts concerned. We will credit or send to you any excess of such estimated amount over the final confirmed liability as quickly as practicable.
- 14.6** Except as otherwise required or determined by Applicable Rules or market custom, you are solely responsible for all filings, tax returns and reports on any transactions which must be made by you to any relevant authority, whether governmental or otherwise, and for the payment of all taxes, imports, levies or duties due from you on any dividends, principal or interest, or any other liability or payment arising out of or in connection with the transaction.
- 14.7** If we receive or recover any amount in respect of an obligation of yours in a currency other than that in which such amount was payable, you indemnify us and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a currency other than the currency in which it was due. We are entitled, without prior notice to you, to make any currency conversions we consider necessary or desirable for the purpose of complying with our obligations or exercising our rights under these Terms. We will effect any such conversion in such manner and at such times as we may in our discretion determine having due regard to the prevailing rates for freely convertible currencies.
- 15 Rights to Retain Your Funds**
- 15.1** You agree that we may retain or make deductions (by way of set-off or otherwise) from amounts which we or any of our Associated Companies owe to you (whether absolute or contingent and whether matured or unmatured and whether or not arising under these Terms) in respect of any liability you or any of your Associated Companies have or may have to us (or to any Associated Companies) regardless of the currency or place of payment of the obligation, whether such liability is absolute or contingent and whether matured or unmatured, including (without limitation) in respect of settlement, fees, amounts owed by reason of our indemnity or in reimbursement of any costs and expenses we incur in exercising our rights under these Terms or as otherwise provided in accordance with Applicable Rules.
- 15.2** For the purpose of cross-currency set-off, we (for ourselves and on behalf of our Associated Companies and third parties) may convert any obligation at a prevailing market rate of exchange as determined by us.
- 15.3** If an obligation is unascertained or unliquidated, we (for ourselves and on behalf of our Associated Companies) may in good faith estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained or liquidated.
- 16 Liens**
- 16.1** Your investments, monies and other property held by us are subject to a general lien in our favour, insofar as there remain any outstanding amounts due or liabilities (whether actual or contingent) outstanding from you to us or our Associated Companies or any third parties. This general lien is without prejudice and in addition to any other general lien, right of set-off or other similar right which we or our Associated Companies or any third parties (which may include third party depositories, settlement systems or central counterparties) may be entitled to exercise whether by law or otherwise over any of your investments, monies or other property.
- 16.2** Your Custody Assets and money held by us may also be subject to a security interest (including a lien), right of retention or sale, or right of set-off in favour of a third party (which may include a custodian or a third party nominee) in accordance with Applicable Rules. The BofAML Custody Terms provide further details.
- 17 Material Interests**
- 17.1** In accordance with Applicable Rules and our conflicts of interest policy, we have in place arrangements to identify and prevent or manage conflicts of interest that arise between ourselves and our clients, and between our different clients. Where these arrangements are insufficient to ensure that the risk of damage to you would be prevented, we will disclose to you the nature of the conflict of interest that has arisen so that you may decide how to proceed. Please see the BofAML Conflicts of Interest Policy Summary, which includes information relating to the types of conflicts that may arise when we provide Services to you. We make this disclosure to provide you with general information as to our approach to managing conflicts and not because we have concluded that our arrangements for managing such conflicts are insufficient.
- 17.2** For regulatory compliance and tax reasons, certain payments may be made between us and our Associated Companies in connection with Services and transactions contemplated by these Terms, in connection with which you will suffer no disadvantage. Such payments enable, or are necessary for, the provision of our Services to you and, by their nature, cannot give rise to conflicts with our obligations to act honestly, fairly and professionally in accordance with your best interests. These payments will not be subject to further disclosure.
- 17.3** Ordinary course trading commissions may be paid by buyers of securities where those securities have been placed by us or one of our Associated Companies,

including, without limitation, in the context of Undocumented Offers. Such trading commissions are not received by us or our Associated Companies in connection with the placing service provided to our or our Associated Companies' client. Please see the BofAML Costs and Charges Disclosure.

## 18 Provision of Services Electronically

**18.1** We may provide any of our Services through a System. Where we do so, these Terms continue to apply, subject to the System Rules. You agree that you will use the System purely for your own internal use and only in conformity with these Terms and the System Rules. Please see the BofAML Electronic Services Provisions.

**18.2** We will only provide you with direct electronic access (as defined in MiFID II) to any Trading Venue under a separate written agreement.

## 19 Desk Analysis

**19.1** We and our Associated Companies may provide you with Desk Analysis. Please see the BofAML Trading Ideas and Desk Analysis Provisions.

**19.2** Where our sales or trading personnel prepare and provide you with information, such as sales notes, it may not reflect our "house view" and its accuracy is not guaranteed. Such information will not have been reviewed or approved by or in conjunction with our Research Department and is not a substitute for the economic or fundamental research produced by Bank of America Merrill Lynch Global Research and may not be treated as such.

## 20 Your Money and Assets

The circumstances in which we may hold money on your behalf, hold your investments or receive collateral or other assets from you (and the terms on which we may do so) are set out in the BofAML Custody Terms.

## 21 Default Remedies

**21.1** If:

- (a) you fail to make any payment due, or to deliver any securities due to us or our Associated Companies (or to agents used by us or our Associated Companies) or to perform any other obligation owed to us or our Associated Companies (or to any agents used by us or our Associated Companies) or any representation or warranty you make to us or our Associated Companies proves false or misleading either under these Terms or under any other agreement between you and us or between you and our Associated Companies;
- (b) an event of default, by whatever name called, (or any event which with the giving of notice or passage of time could become such an event of default) occurs under any other agreement between you and us or any of our Associated Companies and where capable of remedy is not remedied within any applicable grace period;
- (c) you become unable to pay your debts as they fall due or become insolvent or bankrupt or become the subject of any insolvency, bankruptcy, administration, dissolution or moratorium proceedings, or other proceedings or events which

have an analogous effect (under any Applicable Rules);

- (d) a winding-up resolution is passed or a winding-up or administration order is made in respect of you or a receiver, liquidator, administrator, examiner, or similar official is appointed in respect of you or any of your property (under any Applicable Rules); or
- (e) it becomes unlawful or illegal, under any Applicable Rule, for you to perform your obligations or otherwise be subject to or be bound by the Terms, (each, a "Termination Event"),

we may, without prior notice, take any one or more of the following actions:

- (i) treat any one or more outstanding transactions between you and us or our Associated Companies as cancelled or terminated;
- (ii) declare any amounts payable by you to us to be immediately due and payable;
- (iii) cancel any undrawn or unused facilities;
- (iv) enforce any security confirmed by these Terms or otherwise granted by you to us;
- (v) sell any one or more of the investments or other property which we or our Associated Companies are holding or entitled to receive on your behalf and to apply the proceeds in or towards satisfaction of any obligation or liability you may have to us or our Associated Companies (including any contingent or prospective liability);
- (vi) set off any obligation we or our Associated Companies owe to you, and to apply any cash we or our Associated Companies hold for your account, against any obligation or liability you may have to us or our Associated Companies (including any contingent or prospective liability); and
- (vii) Close Out, replace or reverse any one or more outstanding transactions, enter into any other transaction or transactions or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we or our Associated Companies consider necessary or appropriate to cover, reduce or eliminate our or our Associated Companies' loss or liability under or in respect of any contracts, positions or commitments.

**21.2** You must notify us of a Termination Event as soon as you are aware that it has happened.

**21.3** Without prejudice to the remedies available to us under this Clause 21, if an event under Clause 21.1(c) or (d) occurs with respect to us, you will be entitled to take any or all of the actions set out under paragraphs (i), (v), (vi) and (vii) of Clause 21.1 but only for that BofAML entity in respect of which that event has occurred. In such case, references therein to "we" or to any related expressions are references to "you" or to any related expressions, and vice versa.

## 22 Agreements

**22.1** You must provide us with all information and documents that we may require from time to time in relation to these Terms and the provision of Services. This includes anything we may require to comply with Applicable

Rules, including, in particular, applicable anti-money laundering regulations.

**22.2** You must provide us with written assurance that you have obtained and recorded evidence of the identity of any person on whose behalf you are acting or any underlying principal of such person and to pass to us such other information and written confirmations in relation to such underlying person as we reasonably require to allow us to comply with Applicable Rules and, in particular, with applicable anti-money laundering regulations.

**22.3** We and you acknowledge that in agreeing to these Terms neither we nor you have relied on any representation, warranty, collateral contract or other assurance (except those set out in these Terms and the documents referred to in them) made by or on behalf of any other party before these Terms took effect. We and you waive all rights and remedies which, but for this Clause 22.3, might otherwise be available to us or you in respect of any such representation, warranty, collateral contract or other assurance.

**22.4** You consent to the disclosure of information by us:

- (a) to the extent required, permitted by, or intended solely for purposes of compliance with, any Applicable Rules, or as requested or required by any order or directive issued by any authority or body or agency in accordance with which BofAML entities or its Associated Companies are required or accustomed to act ("**Reporting Requirements**"); and
- (b) to and between our head office, branches or Associated Companies or agents, or any persons or entities who provide services to them, in each case, in connection with such Reporting Requirements.

Such disclosures may include, without limitation, the disclosure of trade information including your identity (by name, address, corporate affiliation, identifier or otherwise) (i) to any entity authorised to receive such information (such as a swap or trade data repository) or pursuant to any approved reporting mechanism ("**Authorised Institutions**") (ii) to regulated institutions whose services are engaged by the Authorised Institutions (iii) to systems or services operated by the Authorised Institutions and (iv) to any relevant regulators. Such disclosures could result in certain anonymous transaction and pricing data becoming available to the public. The agreements and consents hereunder operate to waive disclosure restrictions under Applicable Rules, to the extent they are permitted to be waived.

## **23 Representations and warranties**

### **23.1 Continuing representations**

You represent, warrant and undertake and agree on a continuing basis that:

- (a) you have obtained and will continue to maintain, and remain in compliance with, all necessary licences, authorisations, consents, approvals, powers and authorities to enter into these Terms and any transactions hereunder and to perform your obligations in respect thereof;

- (b) these Terms and any transactions entered into hereunder are valid and binding obligations enforceable against you in accordance with their terms, subject to bankruptcy or other Applicable Rules;
- (c) by entering into these Terms and any transactions hereunder, you will not violate any Applicable Rule;
- (d) all investments to which these Terms apply are and will be so long as these Terms are in force:
  - (i) free from any charge, lien, pledge, encumbrance or other security interest other than those which may arise in favour of us or any other person with our consent or agreement; and
  - (ii) beneficially owned by you or the person or ultimate beneficiary on whose behalf you are acting directly or indirectly;
- (e) any information provided to us by you is true, complete, accurate and not misleading in any material respect and you agree to notify us should such information change in any material respect;
- (f) you have the necessary experience and knowledge to understand the risks involved in relation to any order or transaction entered under these Terms; and
- (g) where you are acting as agent or otherwise acting on behalf of another (whether disclosed to us or not):
  - (i) you have full power and authority to instruct us upon these Terms and to bind your principal;
  - (ii) your principal has full power and capacity to enter into and perform (or to instruct you to enter into and perform on its behalf) its obligations under these Terms;
  - (iii) you have no reason to believe that such person will not be able to perform any settlement obligation thereunder; and
  - (iv) you have obtained and recorded evidence of the identity of such person or any underlying principal of such person.

### **23.2 Event-specific representations**

You represent, warrant, undertake and agree:

- (a) at any time you provide instructions, that no Termination Event (or any event which may become a Termination Event) has occurred and is continuing against you;
- (b) at any time personal data or sensitive personal data belonging to any of your directors, employees, officers, agents or clients is provided to us, that each such person is aware of and has provided any necessary consent to the use of such data as set out in these Terms;
- (c) at any time when you submit an order to a System, that you and your authorised representatives have sufficient knowledge, understanding and awareness of all Applicable Rules including those Applicable Rules relating to dealing or attempting to deal in the relevant financial instrument and market, including, but not limited to, Applicable Rules relating to insider dealing, market abuse,



market manipulation, short selling and misuse of a System, and that you and your authorised users will not submit any orders to a System which are not, or which such order is, and could reasonably be construed as not being, in accordance with such Applicable Rules; and

- (d) in relation to each order or instruction you send us, you are not in possession of any "*inside information*" within the meaning of the Market Abuse Regulation, the Criminal Sanctions for Market Abuse Directive or any other Applicable Rules or guidance which may have equivalent effect inside or outside the EEA.

### 23.3 Mutual representations

In connection with negotiating, entering into, and confirming the execution of transactions entered into pursuant to the Terms and this Clause, you and we, each for itself, represents and warrants to the other that:

- (a) it does not rely upon any representations (howsoever given) of the other party other than the representations expressly set forth in the Terms and any transaction specific documents;
- (b) the other party has not given to it (directly or indirectly through any other person) any advice, counsel, assurance, guarantee, or representation as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit of the transaction;
- (c) it has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers to the extent it has deemed necessary, and it has made its own investment, hedging and trading decisions based upon its own judgement and upon any advice from such advisers as it has deemed necessary, and not upon any view expressed by any other party; and
- (d) it is entering into the transaction with a full understanding of the risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks.

## 24 Data Protection and Confidentiality

24.1 We and you agree to keep information confidential in accordance with the BofAML Data Protection and Confidentiality Terms.

24.2 You agree that we will handle personal data and sensitive personal data in accordance with the BofAML Data Protection and Confidentiality Terms.

## 25 Limitation of Liability

25.1 Neither we nor any of our Officers are liable to you for any loss suffered by you arising from or in connection with:

- (a) any act or omission relating to the activities to which these Terms apply, unless caused by our or their gross negligence, wilful default or fraud;
- (b) any act or omission of any agent or third party in the course of performing Services contemplated by these Terms except to the extent that such loss is caused by gross negligence, wilful default or fraud

in the selection of such agents or third parties by us or our Officers; or

- (c) your use of (or any inability to use) a System or any data or information obtained, downloaded or supplied in relation thereto, including, without limitation, any loss of, or delay in the transmission of, instructions or the inability to make instructions or access the relevant System whether due to breakdown or failure of communication facilities or otherwise.

25.2 In no event will we or any of our Officers be liable for any indirect, consequential or special loss, howsoever arising.

## 26 Force Majeure

We are not liable to you for any losses, costs or expenses incurred by you as a result of any failure, interruption or delay in performance of any of our obligations resulting from acts, events or circumstances not reasonably in our control, including but not limited to acts of war or terrorism, acts of God, industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications, electronic or computer services, networks, platforms and systems, or the failure by any relevant intermediate broker or agent, agent or principal of ourselves, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

## 27 Indemnity

You will indemnify us, our Associated Companies and our or their Officers against any Liabilities which we or they may suffer or incur directly or indirectly in connection with, or as a result of, any Services, performance or action permitted under these Terms or as a result of a breach of a warranty or representation given under these Terms, except such as is caused by our or their gross negligence, wilful default or fraud.

## 28 Assignment

28.1 You may not transfer your rights or obligations under these Terms (including in respect of any transaction) without our prior written consent. These Terms will be binding on your personal representatives, successors or permitted assignees. You must not allow a trust to be declared over any of your rights without our prior written consent.

28.2 We may assign our rights under these Terms to any Associated Company without your consent.

28.3 We are entitled to appoint any subcontractor or agent to discharge any one or more of our obligations or to exercise any one or more of our rights under these Terms. Where we appoint a subcontractor or agent, this will not affect our liability to you under these Terms.

28.4 Any purported assignment or transfer that is not in compliance with this Clause 28 is void.

## 29 Changes to these Terms

29.1 We will review these Terms periodically and as required by the Applicable Rules. We will notify you of material changes either in hard copy, in soft copy via email or

emailed link to the revised Terms provided by means of the BofAML MiFID II Website (in each case as permitted by Applicable Rules). It is your responsibility to check for any non-material changes as published from time to time on the BofAML MiFID II Website. Any such amendments will become effective after 10 business days from the date on which the new terms are published on the BofAML MiFID II Website, or, where we are required to notify you, from the date of such notification, unless a shorter notice period is required or is appropriate in the circumstances (including if the changes are to your benefit or are required by Applicable Rules) in which case they may be applied with immediate effect. You are deemed to accept such amendments from the date on which they come into effect by clicking on any link provided by us or by continuing to place orders with, and accept Services from, us from that date, whichever is sooner.

**29.2** A communication from you that purports to amend, supplement or reject these Terms will only take effect with our written agreement.

### **30 Termination**

**30.1** We or you may terminate these arrangements at any time by giving the other written notice of termination (to take effect immediately upon receipt or as otherwise specified in the notice or by Applicable Rules).

**30.2** Termination will not affect any obligation which may already have been incurred by us on your behalf in respect of any outstanding order or transaction or any legal rights or obligations which may already have arisen. Transactions in progress at the date of termination will be completed by us as soon as practicable in accordance with these Terms.

**30.3** On termination by either of us, we (and any Associated Company, delegate or custodian or sub-custodian appointed by us) will be entitled to receive from you all fees, costs, charges, expenses and amounts in respect of liabilities accrued or incurred under these Terms up to the date of termination including, without limitation, any additional expenses or losses reasonably and properly incurred in terminating these arrangements.

### **31 Notices and communications**

**31.1** All notices and communications must be in English (or such other language as we may agree with you) and may be provided by whatever means unless otherwise required by Applicable Rules.

**31.2** Notices will be sent or transmitted to you in accordance with the communication details provided to us by you.

**31.3** Any notice to us must be sent to the principal place of business of the entity which is providing you with the relevant Services as set out in the BofAML Entities List. Where a notice is sent to an entity that is established outside the UK, a copy of the notice must also be sent to MLI at its principal place of business (as set out in the BofAML Entities List). Any notice to us must be marked for the attention of The Compliance Department.

**31.4** All Notices will, in the absence of manifest error, be deemed correct, conclusive and binding on you if not objected to in writing within four days of your receipt.

**31.5** Unless otherwise specified, Notices will be deemed received by you as follows:

(a) where given by us by post, it will be deemed received two business days after posting to you at an address in the same country as the entity which is providing you with the relevant Services and five business days after posting to an address in any other country; and

(b) where given by delivery or by facsimile or electronic mail, it will be deemed given upon delivery or transmission.

**31.6** In proving service or delivery of the relevant Notice it will be sufficient for us to prove that the Notice was provided or delivered, that it was correctly addressed to the last address notified in writing by you to us and posted, and where sent by facsimile, electronic mail or other means of telecommunication, that it was transmitted to the correct number or address as last notified in writing by you to us, and where the transmission is notified through the medium of a transaction matching system, that the reconciliation through the relevant transaction matching system has taken place. You must inform us of any change to your address or electronic mail address.

### **32 Complaints**

Please refer to the BofAML EEA & UK Complaints Handling Summary for an explanation of our complaints handling process. You may also request a copy of this from [Complaints.Handling@baml.com](mailto:Complaints.Handling@baml.com).

### **33 Severability and Illegality**

Each provision of these Terms is severable and if any provision becomes invalid or contravenes any Applicable Rules, the remaining provisions will not be affected.

### **34 Rights and Remedies**

The rights and remedies provided under these Terms are cumulative and not exclusive of those provided by Applicable Rules. We are not obliged to exercise any right or remedy either at all or in a manner or at a time beneficial to you. We may waive any right, power or privilege under these Terms only by (and to the extent of) an express statement in writing. A failure by us to exercise, or delay by us in exercising, any of our rights under these Terms or otherwise does not operate as a waiver of those or any other rights or remedies. A single or partial exercise of a right or remedy does not prevent further exercise of that right or remedy or the exercise of another right or remedy.

### **35 Rights of Third Parties**

**35.1** A person who is not a party to these Terms other than any of our Associated Companies may not enforce, or rely on, any part of these Terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**35.2** We may, as agent and trustee for any of our Associated Companies and each of our and their respective officers, employees, agents and Associated Companies, enforce on their behalf any provision in these Terms under which you incur any obligation or liability to that person.

**35.3** The consent of our Associated Companies and each of our and their respective officers, employees, agents

and their Associated Companies is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of these Terms or any one or more Clauses of them.

### **36 Entire Agreement**

These Terms, together with any additional documents entered into by us and you in relation to specific Services contain the whole terms between us and you relating to Services and transactions provided pursuant to these Terms.

### **37 Governing Law, Jurisdiction and Service**

**37.1** These Terms, and any non-contractual obligations arising out of or in connection with them, are governed by and shall be construed in accordance with the laws of England. You irrevocably submit to the exclusive jurisdiction of the English courts for the purpose of settling any disputes which may arise, including any disputes which may arise in relation to non-contractual obligations. This Clause 37.1 is for our benefit and does not limit our right to take proceedings in any other court of competent jurisdiction.

**37.2** Each party irrevocably waives, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (a) suit, (b) jurisdiction of any court, (c) relief by way of injunction, order for specific performance or for recovery of property, (d) attachment of its assets (whether before or after judgment) and (e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction, and irrevocably agrees that it will not claim any such immunity in any proceedings.

**37.3** Where you do not have a permanent place of business in England, you agree to appoint and keep appointed an agent for the service of process in England and to notify us of the identity of such agent.

**37.4** The entities on the BofAML Entities List which do not have a principal place of business in the UK hereby irrevocably appoint BANA as their agent to accept service of process in England in any legal action or proceedings arising out of or in connection with these Terms. Such process shall be served upon BANA at its principal place of business (as set out in the BofAML Entities List).

**37.5** Where an entity on the BofAML Entities List has a principal place of business in the UK, process must be served on that entity at its principal place of business (as set out in the BofAML Entities List).

**37.6** Any communications in relation to the service of process on us must be marked for the attention of The Litigation Department.

### **38 Recognition of U.S. Special Resolution Regimes**

**38.1** In the event that we become subject to a proceeding under a U.S. Special Resolution Regime, the transfer of any Relevant Agreement from us will be effective to the same extent as if the Relevant Agreement were governed by the laws of the United States or a state of the United States, and accordingly the transfer will be considered effective by us and you to the extent it would be effective under such Regime. This provision will also

apply to any interest or obligation related to a Relevant Agreement as well as any property securing a Relevant Agreement.

**38.2** In respect of a Relevant Agreement, if we or any of our affiliates (as such term is defined under and interpreted in accordance with 12 U.S.C. 1841(k)) become subject to a proceeding under a U.S. Special Resolution Regime, a Default Right that may be exercised against us will be effective only if such a Default Right could be exercised pursuant to an agreement governed by the laws of the United States or a state of the United States. Accordingly, you and we will consider the exercise of a Default Right effective only to the extent it would have been permitted to be exercised under such Regime.

### **39 Adherence to the ISDA U.S. Protocol or a Bilateral Agreement**

If prior to the date that these Terms take effect, you and we have adhered to the ISDA U.S. Protocol, the terms of the ISDA U.S. Protocol shall be incorporated into and form a part of these Terms and shall replace the terms of Clause 38. For the purposes of incorporating the ISDA U.S. Protocol, we shall be deemed to be a "Regulated Entity", you shall be deemed to be an "Adhering Party" and these Terms shall be deemed to be a "Protocol Covered Agreement". If you and we have executed a Bilateral Agreement, the terms of the Bilateral Agreement shall be incorporated into and form a part of these Terms and shall replace the terms of Clause 38. For purposes of incorporating the Bilateral Agreement, we shall be deemed to be a "Covered Entity", you shall be deemed to be a "Counterparty Entity" and these Terms shall be deemed to be a "Covered Agreement".

### **40. Subsequent Adherence to the U.S. Protocol or execution of a Bilateral Agreement**

If, after the date these Terms take effect, you and we have become adhering parties to the ISDA U.S. Protocol or have executed a Bilateral Agreement, the terms of the ISDA U.S. Protocol or the Bilateral Agreement, as applicable, will supersede and replace the terms of Clause 38.

## ANNEX 1

### Definitions

Terms used in these Terms and not otherwise defined have the meanings given in the rules of a Relevant Regulator where appropriate to the context. References to any provision in legislation or rule of a Relevant Regulator are to such provision or rule in force from time to time unless the context otherwise requires.

**“Ancillary Services”** has the meaning given under MiFID II;

**“Applicable Ancillary Services”** means Ancillary Services excluding the Ancillary Service of granting credits or loans to an investor to allow them to carry out a transaction where we are granting the credit or loan and involved in the transaction, where the relevant credits or loans do not comprise existing credit limits of loans, current accounts and overdraft facilities;

**“Applicable Rules”** means all laws, rules and regulations ~~howsoever applying in the circumstances to us in relation to our provision of Services to you~~ and, where relevant, the market practice of any exchange, market, trading venue or any clearing house and including the rules of a Relevant Regulator;

**“Associated Company”** means a company which is in the same corporate group as the company in question;

**“Bilateral Agreement”** means a bilateral agreement which amends one or more Qualified Financial Contracts between us in a manner consistent with the QFC Stay Rules.

**“BofAML Bookbuilt Offers of Securities Terms”** means the document of that title on the BofAML MiFID II Website as updated from time to time;

**“BofAML Client Classification and Protections Document”** means the document of that title on the BofAML MiFID II Website as updated from time to time;

**“BofAML Conflicts of Interest Policy Summary”** means the document of that title on the BofAML MiFID II Website summarising the BofAML Conflicts of Interest Policy as updated from time to time;

**“BofAML Costs and Charges Disclosure”** means the document of that title on the BofAML MiFID II Website as updated from time to time;

**“BofAML Custody Terms”** means the terms set out in Annex 2 to this document as amended from time to time;

**“BofAML Data Protection and Confidentiality Terms”** means the document of that title on the BofAML MiFID II Website as updated from time to time;

**“BofAML EEA & UK Complaints Handling Summary”** means the document of that title on the BofAML MiFID II Website summarising BofAML’s EEA and UK complaints handling policy as updated from time to time;

**“BofAML Electronic Services Provisions”** means the document of that title on the BofAML MiFID II Website as updated from time to time;

**“BofAML EMEA Capital Markets Allocation and Distribution Policy Summary”** means the document of that

title on the BofAML MiFID II Website as updated from time to time;

**“BofAML EMEA Order Execution Policy Summary”** means the document of that title on the BofAML MiFID II Website summarising the BofAML EMEA Order Execution Policy as updated from time to time;

**“BofAML Entities List”** means the entities listed on the document of that title on the BofAML MiFID II Website as updated from time to time;

**“BofAML Inducements Policy Summary”** means the document of that title on the BofAML MiFID II Website as updated from time to time;

**“BofAML MiFID II Website”** means our website containing regulatory and other information for clients, available at <http://www.bofaml.com/mifid2> (or such other address as we may notify to you from time to time);

**“BofAML Risk Notice”** means the document of that title on the BofAML MiFID II Website as updated from time to time;

**“BofAML Systematic Internaliser Disclosures Document”** means the document of that title on the BofAML MiFID II Website as updated from time to time;

**“BofAML Trading Ideas and Desk Analysis Provisions”** means the document of that title on the BofAML MiFID II Website as updated from time to time;

**“Best Execution”** means, in relation to the execution of an order in investments on your behalf, the placing of orders or the reception and transmission of orders, the best possible result for you in accordance with the applicable rules of a Relevant Regulator, taking into account the factors prescribed by those rules, in accordance with the BofAML EMEA Order Execution Policy;

**“business day”** means a day on which banks are open for business in the location from which we are providing you with the relevant Services;

**“Client Money Distribution and Transfer Rules”** means the provisions of the Applicable Rules of a Relevant Regulator relating to the distribution and transfer of client money;

**“Client Money Rules”** means the Applicable Rules of a Relevant Regulator relating to client money;

**“Close Out”** means, in relation to a transaction, to close out, unwind, cancel or otherwise terminate or allow to expire and “Closing Out” and “Closed Out” are to be interpreted accordingly;

**“Credit Enhancement”** means, with respect to any Relevant Agreement, any credit enhancement or other credit support arrangement in support of our or your obligations under such Relevant Agreement, including any guarantee, collateral arrangement (including any pledge, charge, mortgage or other security interest in collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin or any similar arrangement;

**“Criminal Sanctions for Market Abuse Directive”** means Directive (EU) 2014/57 of the European Parliament and of the

Council of 16 April 2014 on criminal sanctions for market abuse (as amended, supplemented or replaced from time to time) and includes any relevant implementing measure;

**“Custody Assets”** means your securities or other assets in respect of which we (a) act as a custodian; or (b) arrange for a third party to act as a custodian;

**“Custody Rules”** means the Applicable Rules of a Relevant Regulator relating to the holding of assets on behalf of clients;

**“Customer Information”** means any information known to us, or any document, relating to you or your accounts or business affairs, and any recordings of telephone conversations;

**“Default Right”** means any:

(a) right of a party, whether contractual or otherwise (including, without limitation, rights incorporated by reference to any other contract, agreement, or document, and rights afforded by statute, civil code, regulation, and common law), to

i) liquidate, terminate, cancel, rescind, or accelerate such agreement or associated transactions;

ii) set off or net amounts owing in respect of such agreement or transaction (except rights related to same-day payment netting);

iii) exercise remedies in respect of collateral or other credit support or related property (including the purchase and sale of property);

iv) demand payment or delivery (other than a right or operation of a contractual provision arising solely from a change in the value of collateral or margin or a change in the amount of an economic exposure); or

v) suspend, delay, or defer payment or performance, or modify the obligations of a party, or any similar rights; and

(b) right or contractual provision that:

i) alters the amount of collateral or margin that must be provided with respect to an exposure, including by altering any initial amount, threshold amount, variation margin, minimum transfer amount, the margin value of collateral, or any similar amount;

ii) that entitles a party to demand the return of any collateral or margin transferred by it to the other party or a custodian; or

iii) that modifies a transferee’s right to reuse collateral or margin (if such right previously existed), or any similar rights, in each case, other than a right or operation of a contractual provision arising solely from a change in the value of collateral or margin or a change in the amount of an economic exposure;

**“Desk Analysis”** means any trading ideas, market commentary or other information and/ or non-independent analysis and strategy to support our sales and trading activities provided to you by us or our Associated Companies;

**“FCA”** means the UK Financial Conduct Authority;

**“FCA Rules”** means the rules and guidance in the FCA Handbook (as amended from time to time), including directly applicable provisions derived from European law prior to the UK’s withdrawal from the European Union;

**“Group”** has the meaning given in the document titled “BofAML Additional Information on Conflicts of Interest” on the BofAML MiFID II Website as updated from time to time;

**“Indebtedness”** means all moneys, liabilities and obligations, actual or contingent, which are now or at any time or times hereafter be or become due or owing or payable or incurred to us or any of our Associated Companies on any account and in any manner whatsoever by you in connection with these Terms, together with all costs and charges and expenses (including legal fees) which we or any of our Associated Companies may incur in enforcing or maintaining our or their rights under these Terms or in obtaining payment from you or attempting to do so;

**“ISDA U.S. Protocol”** means the ISDA 2018 U.S. Resolution Stay Protocol, as published by ISDA on July 31, 2018;

**“KID”** means a “key information document” as such term is used in the PRIIPs Regulation;

**“Liabilities”** means liabilities, losses, damages, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, legal and other professional fees);

**“Lien Assets”** means your investments, monies or other property held by us;

**“Market Abuse Regulation”** means Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (as amended, supplemented or replaced from time to time) and includes any relevant implementing measure;

**“MiFID Business”** means investment services and activities and, where relevant, Ancillary Services carried on by a MiFID investment firm (as set out in Annex I, Section B of MiFID II);

**“MiFID II”** means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (as amended from time to time) and related acts and regulations (as applicable);

**“Notices”** means any correspondence, notices, contract notes, certificates and statements of account provided by us;

**“Offer”** means an offer of securities that will be or is being bookbuilt by our Equity Capital Markets syndicate desk, Debt Capital Markets syndicate desk or otherwise, in respect of which we are acting as underwriter, manager or are buying, offering, placing or selling such securities as principal or as agent. A “Documented Offer” is an Offer where a prospectus, an information memorandum or other offering document is produced and distributed to you prior to settlement and an “Undocumented Offer” is an Offer where no prospectus, information memorandum or other offering document is produced and distributed to you prior to settlement;

**“Officers”** includes directors, officers, employees, contractors and agents;

**“PRIIP”** has the meaning given in the PRIIPs Regulation;

**“PRIIPs Regulation”** means Regulation (EU) No 1286/2014 of the European Parliament and of the Council;

**“Programme Trade”** means a transaction or series of transactions executed in order to acquire or dispose of all parts of a basket or portfolio of securities;

**“Qualified Financial Contract”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 U.S. Code § 5390(c)(8)(D);

**“QFC Stay Rules”** means the regulations codified at 12 C.F.R. 252.2, 252.81–8 (the “**Federal Reserve Rule**”), 12 C.F.R. 382.1-7 (the “**FDIC Rule**”) and 12 C.F.R. 47.1-8 (the “**OCC Rule**”).

**“Relevant Agreement”** means these Terms, all Qualified Financial Contracts entered into under or pursuant to these Terms and all related Credit Enhancements between us;

**“Relevant Regulator”** means any of the regulators identified in the BofAML Entities List other than US regulators;

**“Services”** means the services referred to in Clause 1.1;

**“Structured Deposits”** has the meaning given in MiFID II;

**“System”** means a dedicated system provided by any electronic or telecommunications means of communications with which we provide any of our Services. The system may be provided directly by ourselves, or through a third-party vendor;

**“System Rules”** means any terms, instructions or guidelines as are specifically stated to apply when using a System including any agreement entered into with you relevant to the System;

**“Termination Event”** means an event listed in Clause 21.1(a) to (e) of this document;

**“Terms”** has the meaning given to it at the top of this document;

**“Trading Venue”** has the meaning given to such term under MiFID II;

**“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and its associated regulations and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and its associated regulations ; and

**“us”, “we” and “our”** means one of the entities listed in the BofAML Entities List.

## ANNEX 2

### Client Money, Custody and Collateral

We will normally settle transactions entered into pursuant to these Terms on a delivery vs payment basis. Accordingly, your money and assets will not usually be treated by us as client money or custody assets under Applicable Rules. However, in the course of settling transactions with or for you pursuant to these Terms, we may, in certain circumstances, receive or hold money or assets belonging to you which will be treated by us as client money or custody assets and this Annex sets out the terms which will apply in those circumstances. In addition, this Annex sets out terms that apply to title transfer collateral arrangements.

#### 1 Client Money

- 1.1 Unless otherwise agreed with you, each of BAMLI DAC and BANA acts as banker in respect of funds received by it and held in an account with itself, and accordingly, money held by them will be held as banker as a bank deposit and not as trustee under the Client Money Rules. As a result, if either of BAMLI DAC or BANA fails, the Client Money Distribution and Transfer Rules will not apply to such sums and you will not be entitled to share in any distribution under the Client Money Distribution and Transfer Rules. In the exceptional event that either of BAMLI DAC or BANA do hold your money other than as banker, including in relation to a shortfall pursuant to Paragraph 2.2(k) of this Annex 2, it will treat such money as client money in accordance with the Client Money Rules.
- 1.2 In circumstances where your money would otherwise be client money, MLI, where permitted by the Client Money Rules, may utilise the delivery vs payment exemption available in respect of such money, which will result in any monies held by MLI during the settlement process not being treated as client money. In the exceptional event that MLI does hold such money and does not or is unable to utilise this (or any other) exemption, MLI will treat such money as client money in accordance with the Client Money Rules.
- 1.3 If any of BANA, MLI, BofASE or BAMLI DAC hold your money as client money under the Client Money Rules they will do so on the following terms (and references to "we" and related expressions in the following terms shall be construed accordingly):
- (a) we will promptly place any client money received into a segregated account or segregated accounts (including a designated client fund account) opened at a bank which we are permitted to use under the Client Money Rules and in which that client money is held separately from our own funds. We may hold client money with a bank in an account, or transfer client money to an intermediate broker, settlement agent or Over the Counter ("**OTC**") counterparty that is located outside both the EEA and UK;
  - (b) client money will be subject to internal control mechanisms and accounting procedures in accordance with the Client Money Rules, and the Client Money Rules require us to exercise due skill, care and diligence in the selection, appointment and periodic review of such third parties and of the arrangements for holding your money, but we will not be responsible for any acts or omissions or the insolvency of any such third parties;
- (c) unless otherwise agreed in writing, client money placed with third parties may be held in general omnibus accounts containing your client money and that of other clients. This means that in the event of our failure, any shortfall in client money in such omnibus accounts would be borne by all clients rateably in accordance with their entitlements in respect of the client money held for clients on this basis. In such circumstances, you may not receive an amount equal to the individual sum owing to you;
  - (d) in addition, in the event of the insolvency or any other analogous proceedings of a third party holding client money, any shortfall in the amount of money in the relevant client bank accounts may be insufficient to satisfy the claims of all clients in respect of those accounts and clients will share proportionately in the shortfall with other creditors of the third party. Further, we may only have an unsecured claim against the third party on your behalf and you will be exposed to the risk that the securities, cash or any other property received by us from the third party are insufficient to satisfy your claim and the claims of all other relevant clients. We will not be responsible for any shortfall in respect of any insolvency of a third party;
  - (e) where we hold client money with a bank, or pass client money to an intermediate broker, settlement agent or OTC counterparty that is, in each case, located outside both the EEA and UK, the legal and regulatory regime applying to such person may be different and, in the event of failure of such person, this money may be less secure and treated in a different manner from that which would apply if the money was held in an account in, or by an intermediate broker, settlement agent or OTC counterparty in, the EEA or UK;
  - (f) any client money held by us is subject to a right of set-off, lien or other security interest as set out in these Terms. Where client money is deposited with another person, they may have a security interest (including a lien) over, or right of set-off in relation to, such client money, to the extent we are permitted to grant such rights under the Client Money Rules;
  - (g) unless otherwise provided for in separate documentation, we will not pay interest to you on any client money held by us on your behalf and any interest earned on client money held by us on your behalf will be retained by us;
  - (h) you agree that:
    - i) BANA and MLI may cease to treat your money as client money, and, accordingly, release it from our client bank accounts, if there has been no movement on your balance for a period of at least six years (notwithstanding any payments or

receipts of charges, interest or similar items) and we have taken reasonable steps to trace you and to return the balance in accordance with the Client Money Rules. We may donate such money to a registered charity of our choice. Such money will, however, remain owing to you and we will make and retain records of all balances released from client bank accounts and will undertake to make good any valid claims against any released balances. You additionally agree that in accordance with the Client Money Rules for *de minimis* balances, where we pay away such balances to a registered charity of our choice, we will not be required to make good any claims to such balances;

ii) BofASE may cease to treat your money as client money, and, accordingly, release it from our client bank accounts, if there has been no movement on your balance for a period of at least ten years (notwithstanding any payments or receipts of charges, interest or similar items) and we have taken reasonable steps to trace you and to return the balance in accordance with the Client Money Rules. We may transfer such balances to the *Caisse des Dépôts et Consignations* in accordance with the Client Money Rules;

- (i) if we transfer any part of our business to another party, you agree that we may transfer your money that relates to such business to that party provided (a) that party holds that money in accordance with the Client Money Rules or (b) we exercise all due skill, care and diligence in assessing whether that party will apply adequate measures to protect that money; and
- (j) on the occurrence of a *primary pooling event*, as such term is defined under the FCA Rules or, where applicable, substantially similar provisions of a Relevant Regulator, as an alternative to distributing your money to you, or otherwise, you authorise us to transfer some or all of your money to another person for safekeeping on your behalf in accordance with Applicable Rules of a Relevant Regulator.

## 2 Custody

2.1 We, where permitted by the Custody Rules, may utilise the delivery vs payment exemption available in respect of assets which would otherwise be treated as custody assets which will result in any such assets held by us during the settlement process not being treated as custody assets for the purposes of the Custody Rules. In the exceptional event that we do hold such assets in the course of settling a transaction and do not or are unable to utilise this exemption, we will treat such assets in accordance with the Custody Rules.

2.2 If any of BANA, MLI, BofASE or BAMLI DAC hold your Custody Assets in accordance with the Custody Rules, or otherwise agrees to act as custodian or to arrange for your Custody Assets to be held in custody by a third party, they will do so on the following terms (and references to “we” and related expressions in the following terms are to be construed accordingly):

- (a) where we do so, we will open, or cause to be opened, such accounts as are required to safeguard adequately your ownership rights in those Custody Assets in the event of our

insolvency, and to minimise the chance of loss or diminution of those assets;

- (b) you hereby authorise us to register or arrange the registration of your Custody Assets in any name permitted by the Custody Rules. Normally, your Custody Assets will be held in your name or in the name of an eligible nominee. However, where the Custody Assets are subject to the law or market practice outside the UK or EEA and it is in your best interests to do so, we may register or record your Custody Assets in the name of a custodian or other third party or, where this is not possible, our name. If Custody Assets are held in our name or that of a custodian or other third party, the Custody Assets may not be segregated or separately identifiable from our assets or the custodian’s and, in the event of a default by us or the custodian, may not be as well protected from claims of our, the custodian’s or the other third party’s creditors;
- (c) a third party may hold your Custody Assets in a general omnibus account. This means that your Custody Assets will be held as part of an unallocated pool. Custody Assets held in such a pool are not distinguishable by individual client. This means that in the event of default or an insolvency of a third party, if there is a shortfall which cannot be reconciled, you may share proportionately in that shortfall;
- (d) further, we may only have an unsecured claim against the third party on your behalf and you will be exposed to the risk that the securities, cash or any other property received by us from the third party are insufficient to satisfy your claim and the claims of all other relevant clients. The manner in which a shortfall will be dealt with may vary in accordance with the Custody Rules. We will not be responsible for any shortfall in respect of the insolvency of a third party;
- (e) if we deposit your Custody Assets with a person outside both the EEA and UK, they will be subject to the law of that state and your rights in relation to those assets may differ accordingly and, in the event of failure of such person, your Custody Assets may be less secure and treated in a different manner from that which would apply if your Custody Assets were held in an account in the EEA or UK;
- (f) we will not deposit your Custody Assets with a person outside both the EEA and UK where such jurisdiction does not regulate custody activities unless (i) the nature of the financial instrument or the Services connected with that instrument requires it to be deposited in such a state or (ii) we receive a prior written instruction from you, in which case the consequences of doing so are entirely at your own risk;
- (g) where we act as custodian, we will accept deliveries of Custody Assets for your account from you and will make deliveries of securities from your account on notice from you, provided that you will not be entitled to withdraw, or effect the withdrawal of, any Custody Assets if the same are required for the purpose of settling transactions or otherwise settling any liabilities. We will endeavour to accommodate your urgent delivery or receipt requirements. We may credit monies or securities to your account on or before the contractual settlement date or before actual settlement,



provided that we will be entitled to reverse any accounting entries or recover monies or securities from you if actual settlement is delayed or does not take place;

- (h) in respect of rights pertaining to any Custody Assets held in custody, we will:
  - (i) claim all amounts in respect of dividends or interest pertaining to your Custody Assets, but we will not be responsible for claiming any entitlement or benefit you may have under any applicable taxation treaties or arrangements on your behalf; and
  - (ii) not be responsible for taking up any rights, exercising any conversion, redemption or subscription rights, dealing with take-over or other offers or capital re-organisations or exercising any voting rights with respect to any investments which we may hold or arrange to be held in safe custody on your behalf, but will endeavour to notify you of any such rights and comply with any instructions provided by you to us;
- (i) your Custody Assets are subject to a right of set-off, lien or other security interest as set out in these Terms. In order to facilitate timely settlement of transactions, if securities on your account are insufficient on the settlement date of a transaction, you authorise us to borrow corresponding securities on your behalf, or to unwind the relevant position. In the alternative, we may use assets held for the account of another client to settle your transaction, and similarly, you acknowledge and agree that, if you have provided us with prior express consent, we may, and may authorise any relevant custodian or sub-custodian to, use your Custody Assets for the account of another client in connection with timely settlement of their transactions. Except as otherwise expressly agreed, we will not otherwise use your Custody Assets for our own account or the account of another client or any custodian or sub-custodian and we will take appropriate measures to prevent the unauthorised use of your financial instruments for our own account or that of other clients;
- (j) the Custody Rules require us to exercise due skill, care and diligence in the selection, appointment and periodic review of parties with whom we deposit your Custody Assets, and of the arrangements for holding and safekeeping them, but we accept no liability for the acts or failure of any custodian or sub-custodian, provided that we accept the same responsibility for the acts of any nominee controlled by us or by our Associated Companies as for our own acts;
- (k) where we identify (whether as a result of a reconciliation process or otherwise) that there is a discrepancy between: (i) our records and accounts of Custody Assets held for you under these Terms; and (ii) the number of Custody Assets actually held for you (whether by us or by a third party in accordance with these Terms), and such discrepancy results in a shortfall in the number of Custody Assets held by us, we will as soon as reasonably practicable (unless we have promptly determined that the shortfall was caused by a third party): (a) calculate the value of the shortfall in US Dollars converted at the applicable spot rate; (b)

appropriate an amount of our own cash or securities (or a combination thereof) to cover the value of the shortfall; and (c) as the case may be, hold such cash as client money for the benefit of you or hold such securities in custody for the benefit of you, in each case in accordance with the Client Money Rules or the Custody Rules as applicable. In the event of our failure, the Client Money Distribution and Transfer Rules will apply to that client money. The process set out in this Paragraph will be repeated on a daily basis and the segregation of client money or securities (as the case may be) will be reflected by us in any statements provided to you pursuant to the Terms. Once the shortfall has been reduced or eliminated, the amount of cash or the value of securities held by us in accordance with this Paragraph will be reduced accordingly;

- (l) we may enter into arrangements relating to securities financing transactions in respect of financial instruments held on your behalf, or to otherwise use such financial instruments for our own account or the account of another client. Where we do so, we will provide you with clear, full and accurate information on our obligations and responsibilities with respect to the use of those financial instruments, including the terms for their restitution, and on the risks involved. You agree that you do not wish to specify a counterparty credit rating acceptable to you in these circumstances;
- (m) BANA, MLI and BAML DAC may, if we have received no instructions in respect of your Custody Assets for a period of at least twelve years (notwithstanding any receipts of dividends or similar items), and we have been unable to contact you having taken reasonable steps in accordance with the Custody Rules to trace you and return such Custody Assets, decide to (i) liquidate any such Custody Assets at market value and pay away the proceeds or (ii) pay away any such Custody Assets, in either case to a registered charity of our choice. We will unconditionally undertake to pay you a sum equal to the value of the relevant Custody Assets at the time they were liquidated or paid away in the event you seek to claim the Custody Assets; and
- (n) BofASE may, if we have received no instructions in respect of your Custody Assets for a period of at least ten years (notwithstanding any receipts of dividends or similar items), after having taken the steps required by the Applicable Rules to contact you and return your Custody Assets to you, liquidate such Custody Assets and transfer the proceeds to the *Caisse des Dépôts et Consignations* in accordance with the Applicable Rules. In respect of Custody Assets that are shareholders' rights or debt securities and equity securities which are not admitted to trading on a regulated market or on a multilateral trading facility we may deal with them in any manner permitted by the Applicable Rules.

### 3 Margin, Reporting and Title Transfer Collateral Arrangements

- 3.1 You must pay or deliver to us on demand such money or approved securities as margin or collateral as we may require, being in the case of a transaction effected on an exchange, the amount stipulated by the exchange or in other cases, such amount as we may reasonably

stipulate in accordance with applicable market practice. Any such margin collateral is transferred to us absolutely and for our own use. We will return equivalent collateral upon completion of the trade.

**3.2** We may separately agree with eligible counterparties the content and timing of reporting concerning the safeguarding of client funds or financial instruments to the extent permitted by Applicable Rules.

**3.3** Subject to Paragraph 3.2 of this Annex, we will provide you with a statement of client money or Custody Assets held on a quarterly basis if required under the Client Money Rules or Custody Rules, as applicable.

**3.4** In circumstances where we separately agree to a title transfer collateral arrangement with you, you may request a termination of that arrangement which we will consider in good faith but which we are not required to grant in any circumstances.

**3.5** When you or your agents transfer money or assets by way of a title transfer collateral arrangement:

- (a) you acknowledge that:
  - (i) the full ownership of the money is, or assets are, transferred to us for the purpose of securing or otherwise covering your present or future, actual or contingent or prospective obligations; and
  - (ii) except to the extent we have agreed in writing to the contrary, we will not hold such money as client money in accordance with the Client Money Rules and will not hold such assets as Custody Assets;
- (b) money received by us from you or a third party for your account will be an unsecured amount owed by us to you, even where we are acting as your agent. Accordingly, the Client Money Rules will not apply, and you will not have a proprietary claim over such money, such money will not be held by us for you (whether in a segregated account or otherwise), and we can deal with it as our own. In the event of our insolvency, you will only have an unsecured claim against us for repayment of that money, and such claim will be subject to the exercise by us of any set-off rights we may have under these Terms or under general law. Money transferred to us will be recorded by us as a cash repayment obligation owed by us to you. We may transfer an equivalent amount of money back to you where, in our discretion, we consider that the amount of money you have transferred to us is more than is necessary to cover your present or future, actual or contingent or prospective obligations to us, subject to the exercise by us of any set-off rights we may have under these Terms or under general law. In determining the amount of collateral and the amounts of cash margin, your present or future, actual or contingent or prospective obligations, and our obligations to you, we may apply such methodology (including judgements as to the future movement of markets and values) as we consider appropriate, consistent with Applicable Rules; and
- (c) important information about the use of your assets in title transfer collateral arrangements is contained within our SFTR Information Statement available at [http://www.bofaml.com/SFTR\\_Information\\_Statement\\_EN](http://www.bofaml.com/SFTR_Information_Statement_EN).

## **4 Security Interest**

**4.1** This Paragraph 4 applies only to contracts involving the provision of security, margin or collateral. Where the terms of another agreement or the rules of an exchange or other trading venue, clearing house or central counterparty make provision in respect of the provision of security, margin or collateral, then they will prevail over these Terms.

### **4.2 General Lien**

- (a) The Lien Assets are subject to a general lien in our favour, in so far as there remain any outstanding amounts due from you to any Associated Company or to us. If you default in paying any amount by the due date, we will be entitled on such date (a) to exercise our power of sale in accordance with Paragraph 4.3 below with respect to such Lien Assets, and (b) to pay to the credit of or, as the case may be, debit to any account or accounts of yours with us or an Associated Company the proceeds of sale or the amount in question (as appropriate) in the appropriate currency or, at our option, the equivalent thereof (at current market rates as determined by us at our sole discretion) in any other currency or currencies in which any balance or accounts may then be denominated.
- (b) These rights are without prejudice and in addition to any other general lien, right to set off or other similar rights which we may be entitled to exercise whether by law or otherwise over any of your investments, moneys or other property.
- (c) Your assets or money which we hold as Custody Assets and client money in accordance with Applicable Rules may also be subject to a security interest (including a lien), right of retention or sale, or right of set-off in favour of a third party (including a custodian or a third-party nominee) in accordance with Applicable Rules. If you default in paying any amount by the due date, the third party may be entitled to exercise its rights under its security interest and if the proceeds of any exercise of its rights (including from the proceeds of sale of your assets) exceed the amount owed by you to the third party, the third party will pay to the credit of any account or accounts of yours the excess proceeds of sale in the appropriate currency or, at our option, the equivalent thereof (at current market rates as determined by us at our sole discretion) in any other currency or currencies in which any balance or accounts may then be denominated. Where your Custody Assets are deposited with a person outside both the EEA and UK, such security interest (including a lien), right of retention or sale, or right of set-off could enable that person to dispose of the Custody Assets in order to recover debts related to persons other than our clients, or to matters other than the provision of services by that person to our clients. The person would only have such right of disposal to the extent required by Applicable Rules. You agree to the grant of, and authorise us to grant, such a security interest (including a lien) on these terms.

### **4.3 Power of Sale**

In accordance with Paragraph 4.2 above, we have the power to sell, or to concur with any person in selling, all or any of the Lien Assets either subject to prior charges or not, subject to such conditions respecting title or

evidence of title, or other matter as we think fit, with power to vary or rescind any contract for sale, and to re-sell, without being responsible for any loss occasioned thereby.

#### **4.4 Power of Appropriation**

To the extent that any of the margin or collateral constitutes "financial collateral" under these Terms and the security created hereunder constitutes a "security financial collateral arrangement" under the Financial Collateral Arrangement Regulations (No. 2) Regulations 2003 (SI 2003 No. 3226) or other equivalent Applicable Rules, we will have the right to appropriate all or any part of such financial collateral in or towards discharge of the Indebtedness. For this purpose, we will value such margin or collateral in a commercially reasonable manner.

#### **4.5 Combination of Accounts**

In addition to a banker's general rights to combine accounts, we can combine any account you have with any entity in the Group with any account you have with us.

## ANNEX 3

### Additional terms applicable where Services are provided by Merrill Lynch Capital Markets España, S.A., S.V (“MLCME”) or Bank of America Merrill Lynch International Designated Activity Company Frankfurt Branch (“BAMLI DAC Frankfurt”)

#### 1 Terms applicable where Services are provided by MLCME

##### 1.1 MLCME Details

- (a) MLCME is authorised as a broker-dealer (“*Sociedad de Valores*” or “SV”) under the Spanish Securities Market Act (Royal Legislative Decree 4/2015), registered with the Spanish Securities Market Commission (“**CNMV**”) under number 161, and regulated and supervised by the CNMV. Under the licence currently held, MLCME is entitled to provide all the investment and ancillary services included in Sections A and B of Annex 1 MiFID II except for (i) investment advice, (ii) operating an MTF or OTF, (iii) safekeeping and administration of financial instruments for the account of clients, and (iv) investment services and activities as well as ancillary services of the type included under Section A or B of Annex 1 related to the underlying of the derivatives included under points (5), (6), (7) and (10) of Section C where these are connected to the provision of investment or ancillary services.
- (b) MLCME’s current principal activities are: (i) Reception and transmission of orders in relation to securities and derivatives; (ii) Execution of orders in relation to securities, including direct market access; and (iii) Investment research and financial analysis or other forms of general recommendations.
- (c) MLCME only carries out transactions on equity regulated markets and, in particular, on the Spanish Stock Exchange of which it is a member.

##### 1.2 Provisions applicable to MLCME’s activities in Spain

The Terms as set forth in the main part of this document, including the relevant Annexes and policies referred to therein, shall apply to all Services provided by MLCME to you. In addition, the following policies shall also apply to MLCME’s activity, notwithstanding any contrary provisions in the Terms.

###### (a) Best Execution

- (i) Client orders will be executed in accordance with the BofAML EMEA Order Execution Policy, as amended from time to time, which will be applied and implemented by MLCME in compliance with the Spanish Securities Market Act and any developing regulations.
- (ii) As regards Clause 10, paragraph 10.3(d) must be amended by adding the following at the end of that paragraph: “, without prejudice to Clause 29.1”.

###### (b) Inducements

BofAML Inducements Policy, as amended from time to time, will be applied and implemented by MLCME in compliance with the Spanish Securities Market Act and any developing regulations.

- (c) Your knowledge and experience and understanding of risk

A new paragraph 4.1.3 must be added in Clause 4 stating the following:

“where the investment service (other than investment advice or portfolio management) is provided to you in relation to a complex instrument, these Terms (or the relevant separate agreement) must include, alongside your signature, a written representation by virtue of which you represent that you have been warned that the product is not appropriate for you or that it was not possible to perform the assessment, as the case may be.”

###### (d) Material Interests

Second sentence of Clause 17.1 must be amended by adding “and source” immediately after the word “nature”.

###### (e) Changes to these Terms

The following sentence must be added at the end of Clause 29.1:

“However, if any of these amendments impose on you new or additional obligations, these will become effective once you have expressly consented thereto.”

###### (f) Notices and communications

Regarding Clause 31.1 the languages to be used for notices and communications may be English or Spanish.

###### (g) Complaints

A second paragraph is added in Clause 32 stating the following:

“In addition to the BofAML Complaints Handling Policy, MLCME must comply with the obligations established under any specific local applicable laws.”

#### 2 Terms applicable where Services are provided by BAMLI DAC Frankfurt

The BAMLI DAC branch in Germany acts as introducing broker (“Anlagevermittler”) for Bank of America Merrill Lynch International Designated Activity Company and BofA Securities Europe S.A. only. You will not receive a client categorisation via the German branch, but from the relevant legal entity being your contractual counterpart. As a consequence, certain consumer protection provisions set forth in the Securities Trading Act (“WpHG”) and the Ordinance implementing certain provisions of the WpHG (“WpDVerOV”) will not apply in the context of our relationship. As introducing broker the German branch will not establish a separate best execution policy or review the suitability and appropriateness of your transactions.