ARROW FUTURES

Terms of Business

Version: August 2019

1. General

1.1 Arrow Futures (UK) Limited ("**Arrow Futures**", "us", "we" or "our") is a private limited company incorporated under the laws of England and Wales with company number 10579696 and whose registered office is at Octavia House, 1 The Boulevard, Imperial Wharf, London, SW6 2UB, United Kingdom.

1.2 This "**Agreement**" between the person requesting, receiving or otherwise making use of the Services ("**you**" or the "**Client**")) and Arrow Futures comprises: (i) these Terms of Business; (ii) any appendices; (iii) any account opening forms or analogous documents; (iv) our Order Execution Policy (a copy of which is available on our website); and (v) our Conflicts of Interest Policy (a copy of which is available on our website); and (vi) any special conditions notified by Arrow Futures to you, in each case as may be supplemented or amended from time to time. The Agreement governs the relationship between you and Arrow Futures and defines the basis upon which Arrow Futures agrees to provide you with our Services as set out in clause 2.2.

1.3 The Agreement sets out the entire agreement and understanding between you and us and supersedes any prior proposals, agreements and understandings between you and us, whether written or oral, relating to the provision of our Services or any other matter addressed in this Agreement.

1.4 By agreeing to this Agreement and/or by continuing to use our Services you accept and agree to be legally bound by this Agreement.

1.5 You also confirm that you have read and understood the Agreement and in particular our Order Execution Policy and Conflicts of Interest Policy as published from time to time on our website (www.arrowship.com).

1.6 The Client's attention is drawn in particular to Clause 11 which sets out limitations of liability in respect of the Services and these Terms.

2. Our Services

2.1 Arrow Futures is authorised and regulated by the Financial Conduct Authority (**"FCA**"). Our Firm Reference Number is 781578.

2.2 We are duly authorised to arrange (bring about), deal as agent and make arrangements with a view to transactions in commodity futures, commodity options, options on commodity futures and other contractually based investments. We may broker, execute, negotiate, arrange and facilitate transactions in such financial instruments between you and other market participants ("**Services**").

2.3 Where we have agreed to act as an agent on your behalf, we shall execute your transaction and perform the Services in accordance with applicable regulation including but not limited to the Financial Services and Markets Act 2000, Regulation (EU) 600/2014 on markets in financial instruments, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and the applicable provisions

of the FCA Handbook and the rules of any self-regulatory organisation of which we may be a member (together, "**Applicable Regulation**") and our Order Execution policy. We may take (or omit to take) any action to ensure our compliance with Applicable Regulation or other applicable laws.

2.4 We will not be a party as a principal to any transaction. We will only execute a transaction as your agent.

2.5 By entering into this Agreement, you accept that the counterparty to any transaction may be another client of Arrow Futures or any of our affiliates and that we may act as a broker for that counterparty at the same time and in the same capacity as we do for you.

3. Client Categorisation

3.1 In accordance with Applicable Regulation, we are required to categorise you. Based on the information that you have provided to us and the information we already know about you, we have categorised you as either a "Professional Client" or "Eligible Counterparty" as defined in Applicable Regulation.

3.2 You must inform us promptly about any changes concerning you and your business which may affect this categorisation.

3.3 As per Applicable Regulation, we are not authorised to provide our Services to any "Retail Client" (as defined in Applicable Regulation), categorise any of our clients as such, or agree to any client request to be categorised as a Retail Client.

3.4 By making use of the Services and thereby entering into this Agreement, you consent to Arrow Futures categorising you either as a Professional Client or Eligible Counterparty.

3.5 As a Professional Client or Eligible Counterparty, you acknowledge that you will not have the ability to raise a complaint to the UK Financial Ombudsman Service regarding us or Services we provide to you.

4. Authority and Instructions

4.1 You agree to inform us of the identity of your directors, employees or other persons acting on your behalf that may provide us Instructions (as defined below) to carry out transactions on your behalf ("**Authorised Traders**").

4.2 If you make changes to the list of Authorised Traders (or the details of any of the Authorised Traders change) you must update Arrow Futures by promptly informing our Compliance Officer in writing to:

The Compliance Officer
Arrow Futures (UK) Limited
Octavia House
1 The Boulevard
SW6 2UB
United Kingdom
Or by email to compliance@arrowship.com

4.3 You agree that Arrow Futures, our directors, employees, contractors and agents may act upon any written or verbal communication to act or refrain from acting in providing our Services to you ("**Instruction**") that we reasonably believe to have been given by any of your Authorised Traders.

4.4 Arrow Futures will not be liable to you or others if and where we receive and act on an Instruction in good faith from any of your Authorised Traders, which is subsequently discovered to have been forged, falsified or amended without your authority.

4.5 You will promptly provide Arrow Futures with prices, information as to the status of prices, volumes and other relevant terms and conditions relating to transactions that you wish us to arrange, execute or make arrangements with a view to transactions.

4.6 In relation to the provisions of Clauses 4.3 and 4.5 the following shall apply in terms of prices:

(a) An "**Indicative Price**" means the price which you have provided to us for reference purposes only, and transactions may not be concluded by us on any such Indicative Price. Prior to concluding any transaction, you must confirm any such price to us.

(b) A "**Firm Price**" provided by you shall mean a price that we may conclude a transaction without reference to or confirmation from you. We shall consider a Firm Price live and applicable until any such price has been "hit" or "lifted" by us or until such time as you advise us to withdraw the Firm Price.

You shall clearly state to us when a price is to be considered a Firm Price. For the avoidance of doubt, all prices will be deemed to be Indicative Prices unless and until we are notified otherwise by you, whether verbally or in writing.

5. Commission Fees

5.1 Arrow Futures will charge fees ("**Commission Fees**") in consideration of providing our Services to you. These Commission Fees shall be set out in your account opening form or will otherwise be as agreed between you and Arrow Futures.

5.2 Commission Fees are exclusive of value-added tax ("**VAT**") or any other applicable taxes. You may be charged additionally for VAT and or other taxes if and where applicable.

5.3 Commission Fees in respect of our Services are determined within the calendar month following the month during which the relevant Services were performed by us. Arrow Futures shall provide you with a trade recap ("**Trade Recap**") summarising the details of each transaction at the time of such transaction. At the beginning of each month, a monthly statement of your transactions from the preceding month will be sent to you. The monthly statement shall provide you with the details of the transactions executed by us on your behalf in the preceding month.

5.4 All Commission Fees are payable within thirty (30) days from the date of the applicable invoice.

5.5 You shall pay us Commission Fees and any other sums owed to us promptly upon such sums becoming due and in the currency and to the accounts that we specify, and without making any set-off, counterclaim, deductions or withholding whatsoever.

5.6 We may charge you interest on any amounts due to us that are not paid when due at at 5% over the Bank of England base rate and such interest will accrue on a daily basis from the due date until the date of full payment, whether before or after judgment.

5.7 To the fullest extent permitted by law, Arrow Futures accepts no liability for trade, fixture or deal differences that arise as a result of Confirmations, Trade Recaps, Trade Notifications (as defined below), contracts, charter parties, monthly summaries or other notifications not being checked by you within twenty-four (24) hours of Arrow Futures sending this information to you.

5.8 You acknowledge that Arrow Futures may receive commission from a counterparty to a transaction as well as from you.

6. Communication and Reporting

6.1 You may communicate Instructions to us by email or by telephone or by any other method which is agreed between you and Arrow Futures in writing (an "**Agreed Method**") (provided that: (i) any Instructions given via an Approved Method must be given in accordance with the reasonable requirements of Arrow Futures from time to time; and (ii) Arrow Futures may withdraw its agreement to the use by you of an Agreed Method at any time by notice to you (in which case such

method shall immediately cease to be an Agreed Method)). We will act for you upon Instructions given by one or more of your Authorised Traders. You can only cancel Instructions if they have not been acted upon.

6.2 Arrow Futures may choose to reject an order that you submit. If we do so we will promptly notify you of our decision.

6.3 We may communicate to you confirmations of transactions ("**Confirmations**"), Trade Recaps and other notifications ("**Trade Notifications**"). In respect of a Trade Notification made verbally, you will be deemed to have received a Trade Notification from us at the time of the verbal communication between you and any Arrow Futures director, employee, contractor or agent providing our Services to you. In respect of a Trade Notification made in writing, you will be deemed to have received a Trade Notification from us immediately upon the receipt of the Trade Notification from Arrow Future's trading manager system (which shall be sent by email to the email address you provide or otherwise via an Agreed Method).

6.4 Confirmations and Trade Notifications, in the absence of manifest error by Arrow Futures, shall be deemed conclusive and binding on you. You agree to notify us promptly and in writing and no later than twenty-four (24) hours after receipt of a Confirmation or Trade Notification from us in accordance with Clause 6.3 if you are not in agreement with the relevant Confirmation or Trade Notification. If no such prompt notification is provided, you acknowledge and agree that the Confirmation and/or Trade Notification will be valid and binding.

6.5 For the avoidance of doubt, any notification by you pursuant to Clause 6.4 shall require us to make reasonable enquiry into the matter and it will not automatically waive your liability or be any acceptance of liability by us.

7. Recording of Communications

7.1 In accordance with Applicable Regulation, we must record our telephone conversations with you. By agreeing to use our Services, you consent to us recording telephone conversations and other communications using an Agreed Method and that these recordings may be requested by and provided to the FCA and other regulators in accordance with Applicable Regulation.

7.2 You also acknowledge that recordings of telephone conversations and other communications via an Agreed Method will be our sole property and will be deemed as evidence of your Instructions and of matters agreed between you and Arrow Futures.

8. Confidentiality

8.1 The contents of this Agreement shall remain confidential between Arrow Futures and you. Arrow Futures and you will keep confidential and not (without the prior written permission of the other party) disclose this Agreement, the content of this Agreement, any information concerning this Agreement or any confidential information of the other party except: (i) as required by Applicable Regulation or court order; or (ii) where such information was or is already in the public domain (other than as a result of a breach of this Agreement).

8.2 We may provide aggregated, anonymised information on transactions to which you may be party to a benchmark administrator for the purposes of assessments, benchmarks and indices.

8.3 By entering into this Agreement, you consent to us disclosing information about you, your orders, transactions and behaviours to the FCA or any regulators, exchanges and central counterparties located in the United Kingdom or elsewhere in the world where we are required to do so in accordance with Applicable Regulation, trading venue rules and/or where we determine it reasonably necessary to disclose this information.

8.4 Not Used.

8.5 You may disclose this Agreement to your professional advisors in confidence with the prior consent of Arrow Futures.

8.6 You shall not publish or permit to be published, either alone or in conjunction with any other person, any information, article, illustration or any other material relating to this Agreement or Arrow Futures without our prior written consent.

9. Conflicts of Interest

9.1 Arrow Futures has and applies a Conflicts of Interest Policy (which is available on our website), which sets out procedures designed to identify circumstances that may give rise to a conflict of interest and how we may manage actual or potential conflicts of interest. We shall comply with Applicable Regulation regarding conflicts of interest but we shall be under no further duty to disclose any such conflicts to you.

9.2 Where we determine that there is an actual or potential conflict of interest, we shall comply with our Conflicts of Interests Policy and (subject thereto) make all sufficient endeavours to ensure that our Services are provided to you in a manner not materially less favourable to you than if the conflict of interest did not exist.

9.3 You acknowledge that when Arrow Futures arranges a transaction for you, we may have an interest, relationship or arrangement that is material in relation to the transaction concerned. We shall not be obliged to disclose this interest to you or to account to you for any profit, commission fees or other remuneration whatsoever as a result of the same and you acknowledge and agree that all information relating to any such interest is confidential.

9.4 You acknowledge that Arrow may receive fees from those execution venues set out in the Order Execution Policy where (directly or indirectly) it submits a transaction to them. Details of such fees are contained in Arrow's Execution Venue Fee Information Document, a copy of which is available (upon request) to those clients who are subject to this Agreement.

10. Warranties and Undertakings

10.1 You warrant and represent that, on the date that you execute this Agreement and each time thereafter when we provide our Services to you that:

(a) You have all necessary powers, authority, capacity and authorisation to enter into this Agreement by, for or on behalf of the relevant party identified as being the party to whom our Services are to be provided and to instruct us to provide our Services to you and to perform all of your obligations hereunder;

(b) You have adequate capacity, knowledge and resources to enter into and perform any transaction that you instruct us to arrange and/or execute on your behalf;

(c) You are duly authorised (or exempted from authorisation) to enter into transactions in commodity derivatives – a regulated activity in the United Kingdom;

(d) You understand that commodity derivatives executed on exchanges and other trading venues located in the European Union as defined in Applicable Regulation are subject to prohibitions on market abuse and insider dealings, position limits and position reporting under Applicable Regulation and that you may not enter into transactions in commodity derivatives that result in you holding positions that breach a position limit;

(e) All information you have given, or shall give from time to time, to us is true, accurate, complete and not misleading as at the time of the relevant transaction and that you have notified us promptly in writing of any changes to such information.

10.2 You shall not wilfully do anything or omit to do anything likely to harm the reputation of Arrow Futures.

10.3 You shall use our Services for professional purposes only and you shall not act as a Retail Client as defined in Applicable Regulation.

11. Indemnity and Limitation of Liability

11.1 Arrow Futures shall (to the fullest extent permitted by law) not be liable to you for any non-performance, full or partial, in carrying out your Instructions and/or our obligations hereunder by reasons or any cause beyond our control. This includes any failure of transmission, communication or computer facilities, acts or regulations of any governmental or regulatory bodies, industrial action and the failure of any relevant correspondent or other agent of ours, exchange, clearing house or regulatory organisation for any reason to perform its obligations or other force majeure event.

11.2 We shall (to the fullest extent permitted by law) not be liable for any losses, liabilities, damage, costs, claims, proceedings, loss of opportunity, loss of profit and expenses ("**Losses**") suffered or incurred by you as a result of our Services to the extent that such Losses are not the direct result of our negligence, wilful default or fraud. In no circumstances shall we have any liability for consequential or special damages.

11.3 For the avoidance of doubt, we do not exclude or restrict any of our duties that we have to our clients under Applicable Regulation.

11.4 We may from time to time provide you with general market information on the state or the underlying physical markets and factors affecting them. General market information provided to you is without guarantee or warranty as to the accuracy of that information and may not be relied upon by you.

11.5 We shall not provide tax or regulatory advice or be liable for taxation consequences of any transactions or any taxations charges arising for any reason.

11.6 We shall not be liable to you or to any third party or deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any obligations in relation to our Services if the delay was due to any act or omission by you and/or any cause beyond our reasonable control.

11.7 The complete liability of Arrow Futures arising from and/or in connection with: (i) a specific transaction, shall not exceed the amount of the Commission Fees paid in respect of such transaction; (ii) this Agreement, shall not in aggregate exceed the aggregate amount of the Commission Fees paid by you to us for the provision of our Services .

11.8 Notwithstanding Clause 11.7, Arrow Futures' liability arising from and/or in connection with this Agreement shall not in any event exceed the amount which is recoverable by us pursuant to our insurance in respect of the relevant Losses, if for any reason the limitation of our liability specified in clause 11.7 is deemed unfitting or otherwise unenforceable or unsuitable by a court of competent jurisdiction.

11.9 You irrevocably and unconditionally agree to indemnify us and to keep us indemnified against any and all Losses that may be incurred (whether before or after termination of this Agreement) by us (and including our agents) as a direct or indirect result of our acting under this Agreement in accordance with your Instructions or otherwise as a result of a breach by you of this Agreement.

11.10 Nothing in this Clause 11 limits or excludes liability for fraud, personal injury or death.

12. Data Protection

12.1 We will hold all personal data howsoever communicated ("**Personal Data**") (as defined in the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018 ("**Data Protection Legislation**")) according to the requirements of Applicable Regulation and in accordance with our privacy policy (a copy of which is available on our website). Before providing

us with any Personal Data you should ensure that those individuals to whom the Personal Data relates are aware:

(a) Of our identity and how they can contact us;

(b) That we may use their Personal Data in the provision of our Services to you or otherwise for the purposes of complying with Applicable Regulation;

(c) That this may involve disclosure of their Personal Data(for example in connection with the provision of personal details of Authorised Traders);

(d) That the disclosure of their Personal Data to third parties may involve the transfer by us (in accordance with Applicable Regulation) of Personal Data to any country, including countries outside of the European Union, that may offer a lower level of data protection than in the United Kingdom;

(e) That they have certain rights in respect of our use of their Personal Data, including access to, and correction of, their information that they may exercise by contacting us; and

(f) That they can find further information about our use of their information at http://arrowship.com (and in particular by reading the privacy policy set out on such website).

12.2 You will comply with applicable law and Applicable Regulations to the extent they apply to you in connection with this Agreement.

13. Order (Best) Execution

13.1 Arrow Futures has and applies an Order Execution Policy, which sets out the procedures we take in order to act in accordance with the best interests of our clients when receiving, working and executing client orders. A copy of this policy is available on our website.

13.2 Arrow may receive fees from those execution venues set out in the Order Execution Policy where (directly or indirectly) it submits a transaction to them. Details of such fees are contained in Arrow's Execution Venue Fee Information Document, a copy of which is available (upon request) to those clients who are subject to this Agreement.

14. Complaints

14.1 You agree to inform us immediately and in writing of any complaints relating to our Services and/or our actions or omissions in connection with this Agreement. We will endeavour to investigate any complaints as quickly as possible and we will notify you in writing of the outcome of our investigations.

14.2 Complaints can be made to the Compliance Officer of Arrow Futures (UK) Limited in writing to:

The Compliance Officer
Arrow Futures (UK) Limited
Octavia House
1 The Boulevard
SW6 2UB
Or by email at compliance@arrowship.com.

15. Variation

15.1 We reserve the right to vary the terms of this Agreement from time to time. Should we do so, we will inform you of such variation in writing by email and request that you confirm receipt of this notice in writing by email.

15.2 Any variation of this Agreement shall take effect and be binding on you from the earlier of:

(a) Our receipt of your confirmation by email; or

(b) On the fifth day following the day during which we inform you of such variation in writing by email.

16. Default

16.1 In the event that you default on any payment due or we become aware of a breach of this Agreement by you, Arrow Futures reserves the right to immediately refrain from providing any Services to you without prior notice to you.

16.2 You acknowledge that to the fullest extent permitted by law we will not be held responsible for any liability resulting from this action.

17. Illegality

17.1 If at any time, any provisions of this Agreement are or become illegal, invalid or unenforceable in any respect under the governing laws and competent jurisdiction, such provision(s) will (to the extent necessary) be deemed removed and separable from this Agreement.

17.2 This will not affect the legality, validity and enforceability of the remaining provisions of this Agreement, which will remain in full force and effect and enforceable.

18. Assignment and Delegation

18.1 You may not assign any of your rights or obligations under this Agreement to any other person without our prior written agreement.

18.2 We may assign our rights and obligations to any of our associated companies or to any person or entity that may acquire the whole or any part of our business or assets on giving not less than fourteen (14) days' written notice to you.

19. Commencement and Termination

19.1 This Agreement will take effect from the date on which we provide or you request or otherwise make use of the Services and shall continue in effect until terminated by either you or us in accordance with this clause.

19.2 Arrow Futures may terminate this Agreement immediately by giving written notice to you in the event that you default on any payment due or that we become aware of act or omission by you in breach of this Agreement.

19.3 Either party may terminate this Agreement by giving the other party two (2) weeks' written notice. No penalty will be payable by either party upon termination but all unpaid Commissions Fees will become due immediately.

19.4 Termination shall not prejudice the existing rights and liabilities of either party accrued at that date and we shall continue to have the right to disclose information in accordance with Clauses 8.2 and 8.3.

20. Miscellaneous

20.1 The rights, powers and remedies granted to a party in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

20.2 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999.

20.3 This Agreement is not to be interpreted as establishing or suggesting any partnership, joint venture, agency or employment relationship between the parties.

20.4 This Agreement is not intended to grant to you any right, title or interest in Arrow Futures' intellectual property and you agree to indemnify us against any Losses suffered as a result of any unauthorised use by you of such intellectual property.

21. Governing Law and Jurisdiction

21.1 This Agreement shall be governed and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

22. Interpretative Provisions

22.1 A "person" includes a natural person, corporate or unincorporated body. A reference to a "company" shall include any company, corporation or other body corporate. Where relevant words in the singular shall be deemed to include the plural and vice versa.

11.3 Any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

11.4 A reference to "writing" or "written" includes e-mail and other analogous forms of electronic communication.

11.5 Clause and paragraph headings shall not affect the interpretation of this Agreement.

11.6 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.