



# Conditions of Foreign Exchange Derivatives Service Provision Franx B.V.

Version 1.0

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## Reading guide

These Conditions of Foreign Exchange Derivatives Service Provision Franx B.V. apply to the entry into Foreign Exchange Derivative Transactions with Franx.

They contain an important part of the agreements which apply between yourself and us whenever you make use of our Foreign Exchange Derivatives Service Provision. For example, you can read about what you can expect from us in this respect, and what we expect from you. Other agreements are included in the Foreign Exchange Derivatives Service Provision Agreement Franx B.V. and in the Regulation Safeguarding Collateral Foundation.

These Conditions of Foreign Exchange Derivatives Service Provision Franx B.V. consist of several parts. A general part covering the Foreign Exchange Derivatives Service Provision. The second part contains agreements we have to make on the basis of European regulations (EMIR). In the last part, we agree with you that you outsource the mandatory reporting of the relevant Foreign Exchange Derivative Transactions to us.

These Conditions of Foreign Exchange Derivatives Service Provision Franx B.V. constitute a supplement to the General Terms and Conditions, the Regulation Safeguarding Payment Funds Foundation, the Base Agreement and the other Conditions stipulated therein. These documents and the conditions included therein also apply to Foreign Exchange Derivative Transactions, insofar as such transactions do not deviate from them.

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## Section I: General

### 1. Definitions of terms

All the terms in the General Terms and Conditions Franx B.V. shall apply to these CFEDSP (Conditions of Foreign Exchange Derivatives Service Provision) accordingly.

- 1.1 Confirmation: The confirmation of a Foreign Exchange Derivative Transaction, as concluded between Franx and you.
- 1.2 Safeguarding Collateral Foundation: Stichting Derdengelden Franx Collateral
- 1.3 EMIR: European Market Infrastructure Regulation - Regulation (EU) No. 648/2012 of the European Parliament and the Council on OTC derivatives, central counterparties and trade repositories, and all regulations and implementing acts, delegated by virtue of EMIR, as amended, adjusted or supplemented from time to time
- 1.4 LEI: Legal Entity Identifier - a unique code that enables the identification of a company, which has to be used in EMIR reporting
- 1.5 Margin: A monetary sum in euros that is separately deposited into the account of Safeguarding Collateral Foundation and that constitutes collateral for compliance with all your obligations towards Franx, on any basis whatsoever, including on the basis of Foreign Exchange Derivative Transactions. Margin will be safeguarded by the Safeguarding Collateral Foundation on the basis of the Regulation Safeguarding Collateral Foundation.
- 1.6 Order Execution Policy Foreign Exchange Derivatives Service Provision: The policy that applies within Franx with regards to the way in which Foreign Exchange Derivative Transactions are executed on your behalf
- 1.7 Foreign Exchange Derivatives Service Provision Agreement: The Foreign Exchange Derivatives Service Provision Agreement Franx B.V. The Agreement between you, Franx and Safeguarding Collateral Foundation, under which you can enter into Foreign Exchange Derivative Transactions and to which these Conditions have been declared applicable
- 1.8 Reporting obligation: The reporting obligation, as included in EMIR, insofar as applicable to Foreign Exchange Derivative Transactions
- 1.9 Regulation Safeguarding Collateral Foundation: The Regulation Stichting Derdengelden Franx Collateral
- 1.10 Forward rate: Exchange rate of a Foreign Exchange Derivative Transaction, consisting of the Spot rate and forward points.
- 1.11 Trade repository: A legal entity, selected by Franx, who is registered and recognised to centrally collect and archive EMIR reports.
- 1.12 Execution of a Foreign Exchange Derivative Transaction: The conclusion of a Foreign Exchange Derivative Transaction with you, including the determination of the conditions of the respective Foreign Exchange Derivative Transaction
- 1.13 Due date: The day on which the amount to pay under the Foreign Exchange Derivative Transaction becomes payable
- 1.14 Foreign Exchange Derivatives Service Provision: All the services that Franx provides to you with respect to Foreign Exchange Derivative Transactions, including the conclusion of Foreign Exchange Derivative Transactions
- 1.15 Foreign Exchange Derivative Transaction: An 'over-the-counter' transaction between you and Franx. This transaction is in the form of a derivative or a product that contains a derivative or has the characteristics of a derivative. Foreign Exchange Derivative Transactions include transactions in the form of FX Forward transactions and FX Swaps. A Foreign Exchange Derivative Transaction is a Transaction within the meaning of the General Terms and Conditions.
- 1.16 CFEDSP: These Conditions of Foreign Exchange Derivatives Service Provision Franx B.V., which contain, among other things, the conditions for Foreign Exchange Derivative Transactions and for Foreign Exchange Derivatives Service Provision, as amended, adjusted or supplemented from time to time

### 2. Applicable conditions

- 2.1 The CFEDSP are applicable to all the relationships between you, Franx and the Safeguarding Collateral Foundation that ensue from the Foreign Exchange Derivatives Service Provision.
- 2.2 The relationships referred to in the previous paragraph are also subject to the General Terms and Conditions, the Regulation Safeguarding Payment Funds Foundation, the Regulation Safeguarding Collateral Foundation and all the other Conditions.
- 2.3 Are there other provisions on the same subject in the various conditions that apply? In such a case, it is possible that these provisions contradict one another. In this case, the conditions with a higher ranking in the list below will prevail over the conditions with a lower ranking:
  - 1. the Confirmation;
  - 2. the Foreign Exchange Derivatives Service Provision Agreement;
  - 3. the Regulation Safeguarding Collateral Foundation;
  - 4. these CFEDSP;
  - 5. the Regulation Safeguarding Payment Funds Foundation;
  - 6. the General Terms and Conditions.

### 3. Entering into Foreign Exchange Derivative Transactions

#### 3.1 From which moment are you bound by a Foreign Exchange Derivative Transaction?

We offer you the possibility to enter into Foreign Exchange Derivative Transactions with us via the Platform. In this context, Franx offers you Foreign Exchange Derivatives Service Provision. If you enter into a Foreign Exchange Derivative Transaction via the Platform, you conclude this Foreign Exchange Derivative Transaction by agreeing on the Platform of Franx with the price offered by Franx for the respective Foreign Exchange Derivative Transaction in your trading session on the Platform. You do so by clicking on the button “Accepteer prijs” or “Accept price”. By doing so, you will be bound by the Foreign Exchange Derivative Transaction.

#### 3.2 How is a Foreign Exchange Derivative Transaction confirmed?

After acceptance of the price issued by Franx for the Foreign Exchange Derivative Transaction (see Article 3.1), Franx will show you an on-screen overview of the Foreign Exchange Derivative Transaction concluded, which includes the characteristics and the conditions of the Foreign Exchange Derivative Transaction. You have to check this for accuracy and completeness. After you have checked the on-screen transaction data, you have to indicate that you have seen and understood the information shown. You do so by clicking on the button “Akkoord” or “Acknowledge”. You will not be able to conclude new Foreign Exchange Derivative Transactions during the period that you do not click on “Acknowledge” or “Akkoord” for the respective transaction.

You will receive a Confirmation of the transaction data. This is available in the transaction overview on the Platform. If you do not lawfully dispute this Confirmation within five (5) Business Days as from the moment we provided the Confirmation, then we can assume that you agreed with the Confirmation we issued. If you lawfully dispute (a part of) the Confirmation within five (5) Business Days as from the moment we provided the Confirmation, you will still be bound by the disputed part of the Foreign Exchange Derivative Transaction until it has been established that your dispute is justified.

#### 3.3 What is the maximum confirmation period?

The maximum period within which we make a Confirmation digitally available amounts to two (2) Business Days as from the date on which the Foreign Exchange Derivative Transaction was concluded. When a Foreign Exchange Derivative Transaction has been entered into after 4.00 p.m., one (1) Business Day will be added to the aforementioned period.

#### 3.4 Is the Foreign Exchange Derivative Transaction valid if Franx does not send a Confirmation?

If Franx, for any reason whatsoever, does not send a Confirmation before the expiry of the confirmation period, the Foreign Exchange Derivative Transaction will still be validly concluded. If you didn't receive a Confirmation immediately after the conclusion of the Foreign Exchange Derivative Transaction, you must contact Franx. However, the Foreign Exchange Derivative Transaction will also be validly concluded in this case.

#### 3.5 In which way do the different Foreign Exchange Derivative Transactions interrelate and how do they relate to other agreements?

If you enter into multiple Foreign Exchange Derivative Transactions under the Foreign Exchange Derivatives Service Provision Agreement Franx B.V., all these Foreign Exchange Derivative Transactions will be deemed to form one single agreement between you and Franx.

It may occur that you enter into a Foreign Exchange Derivative Transaction in relation to another agreement. We explicitly point out that such a Foreign Exchange Derivative Transaction is always independent of another agreement you enter or entered into. Herewith, you confirm that you are aware of the fact that, if, for example, a right to dissolution arises with respect to one agreement, this does not necessarily lead to a same right to dissolution of the Foreign Exchange Derivative Transaction.

### 4. Client classification

We classified you as a retail investor. Your classification determines the protection level you are entitled to.

### 5. Execution-only service provision

5.1 If we enter into a Foreign Exchange Derivative Transaction with you, we always offer an execution-only service. Franx does not provide you with advice. Foreign Exchange Derivative Transactions are deemed to have been concluded under your own initiative and not upon any advice of Franx.

5.2 If you have insufficient knowledge and experience with the respective Foreign Exchange Derivative Transaction and you are unable to fully evaluate the risks, or at least we did not have the possibility to make an assessment thereof or if we have doubts, we will be entitled to turn down the Foreign Exchange Derivative Service Provision.

## 6. Order Execution Policy

- 6.1 When executing Foreign Exchange Derivative Transactions, we will act in accordance with the Order Execution Policy Foreign Exchange Derivatives Service Provision of Franx B.V. This policy also states in which cases we are not required to follow the rules of 'best execution'.
- 6.2 The Order Execution Policy Foreign Exchange Derivatives Service Provision is provided to you at the moment of conclusion of the Foreign Exchange Derivatives Service Provision Agreement Franx B.V. The most recent version of this information is available on the Website.

## 7. Reporting

On the Platform, Franx provides you with a current overview of the outstanding Foreign Exchange Derivative Transactions and the (mark-to-market) evaluation of these transactions.

## 8. Margin

- 8.1 You have the obligation to provide Franx with collateral when entering into a Foreign Exchange Derivative Transaction and during the term thereof.
- 8.2 As from the moment you enter into a Foreign Exchange Derivative Transaction with Franx, Franx will transfer Margin on your behalf to the Safeguarding Collateral Foundation. The same applies to the Margin you have to deposit during the term of the Foreign Exchange Derivative Transaction. How much Margin you have deposited will be shown on your Franx Payment Account. In principle, you do not have free disposal of the Margin.
- 8.3 If you do not have sufficient euros in your Franx Payment Account in order to provide for the Margin required for a Foreign Exchange Derivative Transaction, you have to deposit the required amount of euros into your Franx Payment Account within the period determined by Franx in order to be able to enter into the Foreign Exchange Derivative Transaction.
- 8.4 If you do not have sufficient euros in your Franx Payment Account in order to provide for the Margin required for a Foreign Exchange Derivative Transaction, but you have sufficient other currencies, Franx may convert the sum of money required from these other currencies into euros at the WMT/Reuters benchmark exchange rate at 4.00 p.m. GMT on the respective day, in order to subsequently (instruct to) transfer these euros on your behalf to the Safeguarding Collateral Foundation.
- 8.5 If, at the end of the term of the Foreign Exchange Derivative Transaction, you no longer have any obligations towards Franx, the Margin will be

refunded by the Safeguarding Collateral Foundation to the Safeguarding Payment Funds Foundation. This will be shown in your Franx Payment Account. You will subsequently have disposal of the funds again.

## 9. Margin shortfall

### 9.1 When do you have a margin shortfall?

You have a margin shortfall if:

1. your Margin is lower than the market value of your Foreign Exchange Derivative Transactions and a threshold value, as determined by Franx; and
2. you have an insufficient amount of euros in your Franx Payment Account for providing Margin for a Foreign Exchange Derivative Transaction.

Each Business Day, we calculate and determine whether you have a margin shortfall. This takes place at the end of the Business Day and on the basis of your spending limit. For this purpose, we look at:

- a) the Margin you deposited; minus
- b) the last known market value of your Foreign Exchange Derivative Transactions; and
- c) a threshold value, as determined by Franx, to prevent a margin shortfall.

The outcome as to whether you have a margin shortfall will apply until Franx has made a new calculation on the next Business Day.

### 9.2 What does the 2-day procedure entail?

1. Do you have a margin shortfall in our opinion? In such a case, we will warn you. We will warn you via the Platform and by email.
2. The 2-day procedure starts on the day, the date of which is specified in the notification, we warn you of your margin shortfall. This day is therefore the first day of the procedure. Even if you read the notification at a later stage, the first day starts on the date specified in the notification.
3. You will have one (1) Business Day to clear your margin shortfall. This one day is including the first day of the procedure. You can clear your margin shortfall by, for example:
  - selling all your Foreign Exchange Derivative Transactions, or a part thereof;
  - depositing funds into your Franx Payment Account so as to ensure that the Margin required can be transferred for your Foreign Exchange Derivative Transaction;
  - converting money in a foreign currency on the Franx Payment Account into an amount of euros equivalent to the Margin required.
4. You have to make sure that you no longer have a margin shortfall at the beginning of the second Business Day.

5. It is in your interests to refrain from entering into Foreign Exchange Derivative Transactions during the 2-day procedure. And if you do so anyway? In that case, we will treat the transactions according to the usual rules for the closure of Foreign Exchange Derivative Transactions. This means, among other things, that there has to be a sufficient balance on your Franx Payment Account with which to meet any Margin obligation for the transaction. If you (again) have a margin shortfall during the 2-day procedure, Franx will not send you another warning. During this procedure, it is only important whether or not you have a margin shortfall on the second Business Day.
6. Do you still have a margin shortfall at the beginning of the second Business Day? In this case, Franx will take measures to clear your margin shortfall, including the measure referred to in Article 8.4. Franx will decide which measures to take at its own discretion. Furthermore, Franx may, for example, sell all your Foreign Exchange Derivative Transactions, or a part thereof. Franx will take such measures, insofar as possible, at the end of the second Business Day.

## 10. Payment

### 10.1 When are payments credited?

Payments from Franx to you in the context of your Foreign Exchange Derivative Transaction(s) will be credited to your Franx Payment Account.

### 10.2 When are payments debited?

Payments from you to Franx in the context of your Foreign Exchange Derivative Transaction(s) will be debited from your Franx Payment Account. We will at all times be authorised to offset payments with the balance on your account on the due date. You have the obligation to ensure that on the due date there is sufficient spending limit on your Franx Payment Account in the respective currency to make these payments.

### 10.3 When do payments take place if the due date is not a Business Day?

If the due date is not a Business Day, the payment will take place on the next Business Day. If the next Business Day falls in a new month, the payment will take place on the last Business Day prior to the due date.

### 10.4 Which liabilities will be paid by my payments?

We use the sequence described below for the allocation of your payments. Your payments on the basis of the Foreign Exchange Derivative Transactions will be used to pay consecutively:

- regular payment obligations on the basis of the Foreign Exchange Derivative Transactions;
- costs;
- indemnification of losses incurred and lost

profits;

- default interest; and
- indemnification in case of termination.

### 10.5 No retention of costs on payments

You are not entitled to retain costs or other sums on payments you make or have to make to us.

## 11. Right of pledge

11.1 You have the obligation to pledge the Margin, held by Safeguarding Collateral Foundation in the context of Foreign Exchange Derivative Transactions, and all the other current and future claims and rights you have towards Safeguarding Collateral Foundation, to Franx as collateral for all the current and future claims and other rights of Franx towards you. You hereby grant this right of pledge, insofar as necessary in advance.

11.2 You declare that you are authorised to pledge the respective claims and rights and that those claims and rights are not encumbered with any limited right.

11.3 You hereby grant an irrevocable power of attorney to Franx to implement all the acts that are necessary or desirable to establish the right of pledge and to derive all the rights there from. You hereby declare that Franx is authorised to act as your counterparty, even in case of a conflict of interests.

## 12. Termination

### 12.1 Is it possible to prematurely terminate or sell the Foreign Exchange Derivative Transactions?

It is not possible to terminate a Foreign Exchange Derivative Transaction prematurely. However, you have the possibility to offset it by entering into an opposite Foreign Exchange Derivative Transaction with Franx. In such a case, you enter into a new, opposite Foreign Exchange Derivative Transaction with us, for the same amount and currency, but at a new forward rate. The original Foreign Exchange Derivative Transaction is therefore not terminated from a formal point of view, but the offset leads to the same result. On the value date, Franx offsets the original Foreign Exchange Derivative Transaction (at the original forward rate) with the opposite Foreign Exchange Derivative Transaction (at the new forward rate). This may result in a situation where you owe money to Franx (if the new forward rate is less favourable), or where Franx owes you money (if the new forward rate is more favourable). Franx explicitly warns you that, depending on the forward rates, you may have to make a payment to Franx on the basis of an offsetting operation.

## **12.2 In which cases can Franx enter into an offsetting Foreign Exchange Derivative Transaction with you?**

In addition to the cases in which a Transaction can be terminated, as included in the General Terms and Conditions, Franx may immediately enter into an opposite Foreign Exchange Derivative Transaction in the following cases:

1. if you, in the opinion of Franx, have a live Foreign Exchange Derivative Transaction without the underlying reason to (appropriately) control or hedge a risk (such as an interest or currency risk), as a result of which the Foreign Exchange Derivative Transaction takes on an entirely or partially speculative character.
2. if a market-distorting circumstance takes place, as referred to in Article 14 of these Conditions.

## **13. Fee payable when offsetting a Foreign Exchange Derivative Transaction**

### **13.1 What are the costs of offsetting a Foreign Exchange Derivative Transaction?**

If you want or have to offset a derivative transaction before the term has expired, this may lead to significant costs. The value of a Foreign Exchange Derivative Transaction is dependent on the fluctuations in the forward rate. The costs of Franx are included in the forward rate for the opposite Foreign Exchange Derivative Transaction. On the agreed value date, both the original and the opposite Foreign Exchange Derivative Transaction will be executed as follows:

- Franx will execute the original Foreign Exchange Derivative Transaction first, at the original forward rate.
- Subsequently, Franx will execute the opposite Foreign Exchange Derivative Transaction, at the new forward rate.
- Franx will offset these two Foreign Exchange Derivative Transactions with one another. This may lead to a situation where you receive money (if the new forward rate is more favourable to you), but also to a situation where you have to pay money to Franx.

### **13.2 When will you have to pay money to Franx?**

A negative termination amount will be owed by you from the date that is indicated by Franx in the specification of the termination amount, which Franx submits to you.

### **13.3 When will Franx have to pay money to you?**

A positive termination amount will be paid to you by Franx on the date that is indicated by Franx in the specification of the termination amount, which Franx submits to you.

## **14. Market-distorting circumstance**

### **14.1 What are the consequences of market-distorting circumstances?**

If Franx is of the opinion that a market-distorting circumstance is taking place, Franx is authorised to take adequate measures, which include, for example, the premature termination of a Foreign Exchange Derivative Transaction.

### **14.2 What are market-distorting circumstances?**

Market-distorting circumstances shall be understood to include, but not be limited to:

- suspension or restriction in the trade in the product and/or the underlying value to which the Foreign Exchange Derivative Transaction relates.
- suspension or restriction of the payments in a currency involved in the Foreign Exchange Derivative Transaction;
- the disappearance, modification or correction of a pricing source or another source, to which reference is made in a Foreign Exchange Derivative Transaction; and
- statutory amendments or measures of national or supranational authorities or bodies that are relevant to the Foreign Exchange Derivative Transactions.

## **15. Interest rate calculation**

Unless otherwise agreed for a Foreign Exchange Derivative Transaction, the following basis is used for the interest rate calculation: the actual number of days in the period for which the calculation is made, divided by the actual number of days in the respective year.

## **16. Costs**

### **16.1 Which amounts are at your expense?**

As follows from the General Terms and Conditions, the costs of the execution of the Foreign Exchange Derivative Transactions and the fees for the Foreign Exchange Derivative Service Provision will be at your expense. You have the obligation to pay these costs upon the first request of Franx. For the majority of Foreign Exchange Derivative Transactions, these costs and fees are included in the agreed exchange rate (the transaction price).



## Section 2: EMIR

As a consequence of EMIR coming into effect, additional rules apply to you and to us for certain types of Foreign Exchange Derivative Transactions: the 'Relevant Transactions'. Relevant Transactions include, among other things, currency derivatives and other derivative transactions that fall under the definition of 'derivative' or 'derivative contract' under EMIR. The provisions set out in Articles 17 through 19 inclusive only apply to Relevant Transactions.

### 17. Portfolio reconciliation

#### 17.1 What does portfolio reconciliation entail?

- We will offer you the most important details of a Relevant Transaction on a periodic basis, via your personal environment within Franx, as required by law. You will be able to compare these details with the data in your own administration (reconciliation).
- If you detect a difference between the information we sent you and the data in your own administration, you must notify us without delay and as soon as is reasonably possible. Subsequently, we will jointly determine the reason for the difference and, where possible, resolve it.
- If you fail to notify us of a difference between this information and the data in your own administration prior to the fifth (5th) Business Day as from the receipt of the information we sent you, we will be entitled to assume that, on that date, you confirmed the accuracy of the information we sent you.

#### 17.2 How often will you receive details on Relevant Transactions from us?

- Franx will prepare a CVR report for you every month. Furthermore, your transactions and valuations can be consulted on a daily basis on the Platform.

### 18. Notifications

#### 18.1 Where do I send a notification to Franx, as referred to in Article 17 of these Conditions?

If you want to send a notification to Franx in relation to Article 17 of these Conditions, you must send it to [service@franx.com](mailto:service@franx.com).

#### 18.2 Where does Franx send information, as referred to in Article 17 of these Conditions?

Franx sends this information to the email address you provided to Franx. If you did not provide this information, Franx will send the information to the email address you provided in relation to the respective Foreign Exchange Derivative Transaction(s).

### 19. Complaints and disputes about Relevant Transactions

The disputes settlement procedure in this paragraph is aimed at any disputes with regards to the acknowledgement or valuation of Relevant Transactions and the establishment or exchange of collateral for Relevant Transactions. In order to meet the dispute resolution rules under EMIR, the following applies:

1. if, in your reasonable opinion, there is, with respect to a Relevant Transaction, a dispute that is eligible for this dispute resolution procedure, you can notify us thereof in writing or via electronic means. In this case, you have to describe the dispute to a certain degree and clearly indicate to which Relevant Transaction the dispute relates. The same procedure also applies conversely, when we are of the opinion that there is a dispute.
2. after receiving a notification on the aforementioned basis, we will enter into mutual consultation in order to settle the dispute in a timely manner. This may take place by exchanging relevant information, or by determining and implementing disputes settlement methods which we both deem suitable; and
3. if it proves to be impossible to solve a dispute within five (5) Business Days, as from the receipt of the first notification, we will both additionally submit the dispute to members of staff of our respective organisations.
4. we will both establish and implement a specific internal procedure for the recording and monitoring of disputes that are not settled within five (5) Business Days.

## Section 3: Delegated EMIR reporting

### 20. Introduction

- 20.1 EMIR obligates companies to report on the Over-The-Counter derivative transactions that have been concluded (“OTC derivative transactions”). OTC derivative transactions are transactions in derivatives, mutually entered into by counterparties outside of a regulated market, multilateral trading facility or a facility comparable therewith. The foregoing entails that both you and us have to report if we mutually enter or have entered into one or more Foreign Exchange Derivative Transactions.
- 20.2 This section contains agreements that apply between you and Franx with respect to the outsourcing of the Reporting Obligation to Franx. The outsourcing to us of your Reporting Obligation is (only) possible for Foreign Exchange Derivative Transactions that we mutually enter or entered into.

### 21. Outsourcing

- 21.1 You outsource your Reporting Obligation with respect to Foreign Exchange Derivative Transactions to us, subject to the agreements laid down in this Section (the “Outsourcing”).
- 21.2 We accept the Outsourcing, under the condition that we are entitled to appoint a parent company or subsidiary or an external service provider for reporting information to a Trade Repository.

### 22. Reporting services

- 22.1 After the administrative processing of the outsourcing of the Reporting Obligation has been accomplished, we can start with the reporting on your behalf. We will make all possible efforts, also on your behalf, to report the information of each Foreign Exchange Derivative Transaction and each modification or termination of a Foreign Exchange Derivative Transaction to a Trade Repository. In this context, we will always strive to report within the periods stipulated under EMIR. We are entitled to report Foreign Exchange Derivative Transactions to different Trade Repositories.
- 22.2 Without prejudice to any legal rights, authorities and remedies, non-compliance with the agreements laid down in this Section does not constitute a shortcoming or grounds for termination of a Foreign Exchange Derivative Transaction or of the Foreign Exchange Derivatives Service Provision Agreement Franx B.V.
- 22.3 We assume, in principle, that the Foreign Exchange Derivative Transactions that you conclude with us will serve to mitigate the risks that are directly related to your activities or the activities of the

group to which you pertain. And, in principle, we will report each Foreign Exchange Derivative Transaction as such.

### 23. Your obligations

- 23.1 If you outsource your Reporting Obligation to us, you have the obligation:
- to provide, approve and verify all the data and information in a timely manner, that we reasonably deem required to report the Foreign Exchange Derivative Transactions on your behalf;
  - to provide us with your provisional or permanent LEI prior to our service provision;
  - to refrain from reporting, directly or indirectly, Foreign Exchange Derivative Transaction(s) to a Trade Repository yourself;
  - to immediately lend your full cooperation to us in case of any inspections or investigations into Foreign Exchange Derivative Transactions by competent public or supervisory authorities.
- 23.2 If you fail to provide us with the required or requested information or data (in due time), we will no longer be required to report on Foreign Exchange Derivative Transactions on your behalf. In such a case, you will not be entitled to hold us liable for non-compliance for any reason whatsoever.
- 23.3 Irrespective of the Outsourcing, you acknowledge that:
- you remain personally responsible for the accuracy of the information and data you provided, even if this information and these data have been used in a report we submitted on your behalf;
  - errors as a result of defects in systems or human errors cannot be avoided and that both we and you will act in good faith in order to rectify such errors in a reasonable way;
  - we cannot assure or guarantee you that our service provision on the basis of the Outsourcing will meet the Reporting Obligations at all times; and
  - insofar as you are subject to any supervisory obligations, you will (continue to) be held to these obligations yourself.

## 24. Fees and costs

- 24.1 If you outsource your Reporting Obligation with respect to Foreign Exchange Derivative Transactions to us, you are not required to pay us a fee for these services.
- 24.2 However, it is possible that you will incur costs for the application and/or maintenance of your LEI. This is a consequence of EMIR, on which we have no influence.

## 25. Liability

- 25.1 We will only be liable for damage that you may incur with respect to the Outsourcing in case of gross negligence, wilful intent or fraud on our part. Furthermore, the damage has to be directly related to an incident that is imputable to us.
- 25.2 If you fail to comply with the agreements in these CFEDSP or under EMIR (insofar as applicable to you), and we incur damage or costs as a direct consequence thereof, we may hold you liable for this damage or these costs. However, we cannot hold you liable if the damage or costs were caused by our own gross negligence, wilful intent or fraud.

## 26. Force majeure

- 26.1 In addition to the provisions in Articles 6:75 - 6:78 of the Dutch Civil Code, our service provision will be deemed to be affected by force majeure, if the implementation of our obligations under the Outsourcing is impeded or delayed due to a malfunction in our systems (a "Situation of Force Majeure").
- 26.2 If our service provision is affected by a Situation of Force Majeure, you will be entitled to report the Foreign Exchange Derivative Transactions yourself or via an agent to the Trade Repository. In such a case, you undertake to notify us and provide us with information on the Reportable Foreign Exchange Derivative Transactions you have reported yourself in order to prevent double reporting.

## 27. Confidentiality

- 27.1 You agree to the disclosure of all the information:
- to one or more Trade Repositories, directly or indirectly, via one or more external service providers; or
  - to our affiliated companies, or to persons or institutions who provide services to you and/or us in connection with the Reporting Obligations.
- 27.2 We and you both agree and acknowledge that:
- trading information and price data may be provided to a Trade Repository or to national supervisory authorities, and that such a provision may cause such trading information or price

data to become known to the public or to supervisory authorities;

- disclosures made on the basis of the Outsourcing may also be made to a person in another country, including countries which do not necessarily offer the same or similar protection as the Netherlands in the field of personal data.

Franx B.V.

Amsterdam, 1 September 2018