

Capitolis UK Limited

OTF Rulebook

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Legal Information

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1. Introduction

- 1.1 Capitolis UK Limited (the “**Company**”) is a wholly owned direct subsidiary of Capitolis Inc. which also wholly owns, directly or indirectly, various other subsidiaries (each an “**Affiliate**”). Capitolis Inc. is a controller of the Company.
- 1.2 The Company is authorized and regulated by the Financial Conduct Authority (the “**FCA**”) to operate an Organised Trading Facility (the “**OTF**”). The OTF is a dedicated multilateral platform that brings together multiple third-party interests (each a “**Participant**”) for the trading of non-equity instruments including a bond, a structured finance product, an emission allowance or a derivative on a discretionary basis. The OTF is not used for general continuous trading or price discovery in secondary markets. Its scope is limited to the provision of Optimisation Services, as defined herein.
- 1.3 This OTF Rulebook (the “**Rulebook**”), which includes the Annexes hereto and any modifications or supplements that are effected in accordance with the provisions hereof, is issued by the Company and sets out the terms on which the Company will make available Optimisation Services to Participants. The Optimisation Services may constitute advising on investments and/or arranging deals in investments within the meaning of applicable guidance from the FCA.
- 1.4 The terms set out in this Rulebook are legally binding and govern the relationship between the Company and each Participant in relation to the provision of Optimisation Services. The terms set out in this Rulebook relate only to Optimisation Services, and not to any other services provided by the Company or its Affiliates.
- 1.5 By their use of the OTF and the Optimisation Services, each Participant shall be deemed to agree that this Rulebook constitutes a legally binding contract between such Participant and the Company and shall be deemed to acknowledge and agree to the effects and consequences of its use of the OTF and the Optimisation Services as described herein.
- 1.6 This Rulebook shall take effect on 10 February 2026 (the “**Effective Date**”), and supersede and replace any prior terms of use, rulebook, or similar document for the Optimisation Services, but is subject to the terms of any applicable Platform Agreement. In the event of any inconsistency between a Participant’s Platform Agreement and this Rulebook, the Platform Agreement shall govern.

2. Definitions and Interpretation

In this Rulebook:

- 2.1 “**Affiliate**” means any company, person, partnership or entity controlled by or controlling or in common control with that party now or in the future. A person, company, partnership or entity shall be deemed to “control” another person, company, partnership or entity if the former person, company, partnership or entity possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the other person, company, partnership or entity whether through ownership of voting securities or partnership interests, representation on its board of directors or similar governing body, by contract or otherwise.
- 2.2 “**Affirmation Service Provider**” means an entity, as may be notified by the relevant Participant to the Company, which provides trade affirmation services to Participants and with whom the Company has established procedures for the provision to it by the Company of Optimisation Results on completion of an Optimisation Run.

- 2.3 **“Applicable Law”** means:
- a) in the case of the Company and in respect of the provision by it of the Optimisation Services, the laws, rules and regulations in force from time to time which apply to the Company including, but not limited to, the FCA Rules and the provisions of EMIR, and prospectively the provisions of MiFIR and the rules, directions, instructions and requirements of its Regulator or, where applicable, those which apply to the provision by it of the Optimisation Services; and
 - b) in the case of a Participant, all applicable laws, rules and regulations in force from time to time which apply to such Participant and the rules, directions, instructions and requirements of its Regulator, together with the laws, rules and regulations in force from time to time including but not limited to the FCA Rules, the provisions of EMIR and, prospectively, the provisions of MiFIR which apply to participation in an Optimisation exercise.
- 2.4 **“Business Day”** means a day on which financial institutions are agreed to be open for business, and which is not a bank holiday or public holiday, in London and/or such other financial centres as may be specified from time to time by the Company.
- 2.5 **“CCP”** means an entity that is or may be interposed between the parties to OTC derivative transactions, listed derivatives or physically-settled forward transactions for the purpose of clearing and settlement.
- 2.6 **“Cleared Derivative”** means a Transaction in certain Products only offered on a cleared basis or which the parties have agreed shall be cleared through a Clearing House.
- 2.7 **“Clearing House”** means a central counterparty authorised or recognised to provide clearing services in accordance with UK EMIR.
- 2.8 **“Clearing Member”** means a member of a Clearing House that is authorised to clear trades in financial instruments for itself or others.
- 2.9 **“Counterparty”** means, in relation to a New Transaction and a Registered Participant, the other party to such New Transaction, such party to be another Registered Participant.
- 2.10 **“Covered Transactions”** means, with respect to an Optimisation Run, each OTC derivative transaction, listed derivative and/or physically settled forward transaction which satisfies the following criteria:
- a) it is eligible to be submitted for such Optimisation Run in accordance with the Operating Procedures;
 - b) (except in relation to Listed Transactions) both parties to such transaction (i) are Participants or the Relevant CCP and (ii) submit that transaction for such Optimisation Run in accordance with the Operating Procedures;
 - c) (in relation to Listed Transactions) at least one party to such transaction (i) is a Participant and (ii) submits that transaction for such Optimisation Run in accordance with the Operating Procedures; and
 - d) it has not been rejected by the Company from inclusion in such Optimisation Run.

- 2.11 “**EMIR**” means the European Market Infrastructure Regulation (Regulation EU 648/2012) and any delegated regulations and guidelines made under it (as the same may be amended or supplemented from time to time).
- 2.12 “**ESMA**” means the European Securities and Markets Authority (or any successor thereto).
- 2.13 “**Exchange**” means a “regulated market” (as defined in Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments) or other equivalent futures or options trading platform (other than a Venue) on which derivatives transactions are entered into and, where the context requires, includes any clearing house through which such transactions are cleared.
- 2.14 “**FCA**” means the Financial Conduct Authority (or any successor thereto).
- 2.15 “**FCA Rules**” means the rules and guidance contained in the Handbook issued by the FCA (as the same may be amended or supplemented from time to time).
- 2.16 “**MiFIR**” means Regulation EU No. 600/2014 of the European Parliament and of the Council of 15 May 2014 on Markets in Financial Instruments and amending EMIR.
- 2.17 “**Operator**” means the Company.
- 2.18 “**Operating Procedures**” means the operating procedures for the Optimisation Services and Optimisation as amended from time to time in accordance with this Rulebook.
- 2.19 “**Participant**” means an entity that uses the Platform and Optimisation Services pursuant to a signed Platform Agreement and this Rulebook.
- 2.20 “**Platform**” means the workflow through which the Optimisation Services are provided to Participants.
- 2.21 “**Platform Agreement**” means the agreement between the Company and a Participant (including its Affiliates, if applicable) governing such Participant’s use of the Optimisation Services and the Platform, including all annexes, supplements and appendices thereto, as amended or supplemented from time to time.
- 2.22 “**Registered Participant**” has the meaning given to it in the Operating Procedures.
- 2.23 “**Regulator**” means:
- a) in the case of the Company, the FCA; and
 - b) in the case of a Participant, the applicable regulatory authorities in relation to its activities concerning Covered Transactions and/or New Transactions.
- 2.24 “**Representatives**” means, with respect to a Participant, the person(s) from time to time authorized by such Participant to issue notices or make other communications under or for the purposes of this Rulebook and the Optimisation Services.
- 2.25 “**Venue**” means an OTF (established in the United Kingdom or in the European Union) or a swaps execution facility (established in the United States of America), including (but not limited to) any facility that is operated by the Company or an Affiliate.

- 2.26 “**UK EMIR**” means Regulation (EU) No 648/2012 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended), and any delegated regulations, technical standards and guidelines made under it (as the same may be amended or supplemented from time to time).
- 2.27 “**Covered Instrument**” means any financial instrument which is the subject of, or referenced by, a Covered Transaction.
- 2.28 “**Eligible Instrument**” means any financial instrument admitted to trading or traded on the OTF or for which a request for admission to trading on the OTF has been made.
- 2.29 “**Insolvency**” means, in relation to a Participant, any event in which such Participant is unable to pay its debts as they fall due, commences or has commenced against it any insolvency, bankruptcy, administration, receivership, liquidation or analogous proceeding, or makes or proposes any arrangement or composition with its creditors.
- 2.30 “**Instrument**” means any bond, structured finance product, derivative or other financial instrument traded or eligible to be traded on the OTF.
- 2.31 “**Instructions**” means any orders, requests, submissions or other communications made by or on behalf of a Participant to the OTF in connection with its use of the Optimisation Services.
- 2.32 “**Listed Transaction**” means a Covered Transaction which is a listed derivative entered into on an Exchange.
- 2.33 “**Market Abuse**” has the meaning given to it in the Market Abuse Regulation (Regulation (EU) No 596/2014) as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended).
- 2.34 “**Suspicious Trade**” means any transaction or attempted transaction which the Operator reasonably suspects may constitute Market Abuse or a breach of Applicable Law.
- 2.35 “**Transaction**” means any transaction executed on or through the OTF, including any Covered Transaction or New Transaction.
- 2.36 In this Rulebook:
- (a) references to a time of day are, unless otherwise specified, references to London time;
 - (b) a reference to this “**Rulebook**”, a “**Platform Agreement**”, the “**Operating Procedures**” or any other agreement or instrument is a reference to the same as it may be amended, novated, supplemented, extended or restated from time to time;
 - (c) a reference to any legislation is a reference to that legislation and any subordinate legislation made under it as amended, extended or re-enacted from time to time;
 - (d) unless the context otherwise requires, any reference to EU legislation, regulatory requirement, or guidance should be read as including a reference to that EU legislation, regulatory requirement or guidance as it forms part of UK domestic law pursuant to the European Union (Withdrawal) Act 2018 (as amended) or as otherwise adopted under, or given effect to in, UK legislation or the UK regulatory regime and any references to EU

competent authorities should be read as references to the relevant UK competent authority;

- (e) references to “**Clauses**” are to clauses of this Rulebook.

3. Eligibility and Participation

- 3.1 Participation in the OTF is limited to Professional Clients and Eligible Counterparties as defined by the FCA under COBS 3.5 and COBS 3.6. Retail clients are not permitted.
- 3.2 Prospective Participants shall be required: (i) prior to executing a Platform Agreement or using the OTF to provide any information as reasonably required by Operator; (ii) to “on-board” in accordance with Operator’s processes as required by Operator; such a process will require confirmation that the Prospective Participant is a professional client or Eligible Counterparty; (iii) to validly execute a Platform Agreement or to comply with Operator’s required procedures for accessing the OTF and (iv) to agree to be bound by and comply with the requirements of this Rulebook, including but not limited to the Operating Procedures (which may be changed from time to time at the discretion of Operator). As part of the onboarding process, Participants must complete KYC/AML checks and sanctions screening.
- 3.3 It is the Participant’s responsibility to ensure at any and all times during its Participation that: (i) its Representatives have sufficient experience to engage in the OTF; (ii) it meets the Security Criteria detailed in Clause 5 below; (iii) it and its Representatives comply with the terms of this Rulebook and Applicable Law; (iv) its technical processes and front-end interface connecting to the OTF are in compliance with Operator’s reasonable technical requirements (as may be amended or updated by Operator from time to time upon reasonable notice to Participants where practicable); (v) it has adequate internal procedures and controls to minimise trading errors and to prevent breaches of the Operating Procedures and Applicable Law; (vi) it has one or more personnel identified to Operator in writing from time to time, who are contactable by and responsible to Operator in relation to all aspects of the Participant’s Participation; and (vii) it and its Representatives only use the OTF for the intended purpose.
- 3.4 The Company, as Operator of the OTF, shall apply the foregoing eligibility criteria in a fair and non-discriminatory manner, consistent with MAR 5A.4.

4. Role of Operator

- 4.1 Operator acts as the operator of the Venue and, subject to the provisions of this Rulebook (in particular, Clauses 9 and 10) the Company shall provide the Optimisation Services to each Participant on the terms set out in this Rulebook, including but not limited to the Operating Procedures.
- 4.2 Nothing in this Rulebook shall require Operator to initiate or complete any Optimisation Service.
- 4.3 Each Participant acknowledges that its acceptance of Optimisation Results may result in the implementation of the Optimisation Results by way of changes to the terms of its Covered Transactions in accordance with the Operating Procedures. Any such implementation shall take effect as a series of agreements, each between any two Participants the effect of which will be (a) to amend and/or terminate certain Covered Transactions between such Participants and/or (b) to agree to enter into New Transactions

between such Participants and/or (c) (if applicable) for one such Participant to make a payment or payments in consideration of such amendments and terminations.

- 4.4 Except as otherwise set forth in a Participant's Schedule for the Optimisation or Optimisation Services, Participants shall have no obligation to participate in any Optimisation Run, to continue to participate in any Optimisation Run, or to accept the Optimisation Results thereof.

5. Security Criteria and User Codes

- 5.1 The Operator shall maintain systems and controls for resilience, orderly functioning, risk management, and data protection in accordance with MAR 5A.5 and SYSC requirements.

- 5.2 Each Participant undertakes:

(a) where required by the Company, always to include a signature (which may be a digital signature or security code) of the relevant Representative on all applicable communications to the Company (including, but not limited to, confirmations, notices, instructions and communications contemplated or required by the Operating Procedures and which the Company may require to be signed on behalf of the Participant); and

(b) as soon as reasonably practicable to notify the Company of any changes to its Administrators or its Representatives.

- 5.3 Subject to the Company believing in good faith that any signature on any notice or communication from a Participant's Representative is genuine, the Company shall have no obligation to make any further enquiries as to the genuineness of such signature and shall be entitled to treat such signature as a genuine signature of the relevant Representative.

- 5.4 The Company shall provide a Participant and/or its Administrator with identifiers and/or security devices or prescribe (in writing) security procedures relating to the provision of the Optimisation Services, including, but not limited to, any digital certificate(s), unique identifiers, user name(s) and/or password(s) (collectively, the "User Code(s)") under separate cover which may be required to access or use the Platform to send or receive data or give any confirmation, notification, instruction or agreement in connection with the Optimisation Services (including, but not limited to, to issue instructions in relation to an Optimisation Run). The Company shall not be responsible for verifying that the use of any User Code has been properly authorised by a Participant or its Representatives.

- 5.5 Each Participant shall nominate one or more Representatives (each an "**Administrator**") who shall be authorised by such Participant to provide replacement and additional Representatives including new Administrators, to notify the Company of any changes thereto and to select which Representative shall be provided with User Codes and the permissions that each such Representative shall have. Until the Company receives actual notice of, and can implement, any changes thereto, the Company shall be entitled to act upon the most recently provided details of Representatives and to assume that any such selections made by the Administrator remain valid.

- 5.6 Each Participant shall provide the Company with such details relating to any of such Participant's Representatives or Administrators as the Company may reasonably require from time to time. The Company shall have the right (in its sole discretion) not to permit and/or to limit any Representative's or Administrator's access to the Optimisation Services or any part thereof. The Company shall endeavour to give notice to the Participant of any

exercise of its rights under this Clause 5.5 at the time of exercise of such rights (but shall not be liable for failure to do so) and any such termination, cancellation or limitation shall take effect immediately notwithstanding the absence of any such notice.

- 5.7 Each Participant agrees that (a) it shall not, and shall not permit any other person to, remove, modify, exchange, disable, penetrate or otherwise defeat any security procedures prescribed by the Company, (b) it will take all necessary actions to preserve the confidentiality of its User Codes, (c) it shall restrict access to the User Codes and the Optimisation Services to those persons who are duly authorised to have such access on its behalf, (d) it is responsible for ensuring that all information contained in any request for a User Code is complete and correct, (e) it is responsible for all acts and omissions that occur under any User Code, and (f) it shall notify the Company immediately in writing in the event that it learns that: (i) any User Code is or may have been lost, stolen, or improperly disclosed to a third party; (ii) the authority or employment of any Administrator or any Representative has been or is about to be terminated; (iii) the confidentiality of any security procedure or User Code has been or may have been compromised in any way; or (iv) it learns about a possible or actual unauthorised access to, or use of, the Optimisation Services.
- 5.8 Each Participant accepts responsibility for all information, data, decisions, notices, communications or instructions (including an Optimisation Acceptance or otherwise under the Operating Procedures) submitted to the Company in relation to it, any transactions, any Covered Transactions or the Optimisation Services whether via email, fax, telephone, website or otherwise by any Representative, Administrator, User Codes or otherwise. If any information, data, decisions or instructions is submitted erroneously, or Participant later determines that any of the same should not have been submitted, for any reason, Participant accepts full financial responsibility for such submission between itself and the Company.

6. Provision of Information

- 6.1 Each Participant acknowledges that it is solely responsible for verifying the accuracy of its Optimisation Data submitted to the Company pursuant to the Operating Procedures.
- 6.2 Where a Participant confirms that it wishes to participate in an Optimisation Run, such Participant shall provide to the Company all Optimisation Data in the format and in the manner required by the Company and at the times required under the Operating Procedures.
- 6.3 On the date on which any Optimisation Data is provided to the Company in accordance with the Operating Procedures, the relevant Participant represents and warrants to the Company that: (i) the same is accurate, complete and not misleading or, in the case of valuation data, is a good faith estimate of the mid-market value of the relevant Covered Transaction as at the date of determination; and (ii) it has the right and/or relevant permissions to provide such Optimisation Data to the Company for use in accordance with this Rulebook.
- 6.4 Participant agrees to notify the Company as soon as reasonably practicable in the event that Participant becomes aware of any actual or potential error, discrepancy or omission in relation to any Optimisation Data submitted to the Company in connection with an Optimisation Run.
- 6.5 If requested by the Company, a Participant will confirm to the Company (a) the Venue or Venues on which it would be able to execute or accept the execution of New Transactions (and, if applicable, any preferred Venue) and/or (b) whether such Participant is subject to a

requirement under EMIR or any other Applicable Law to enter into certain types of New Transaction (other than Listed Transactions) on a Venue and, if so, those types of New Transaction in respect of which it is subject to such requirement.

7. Record Keeping

- 7.1 Each Participant must retain a record of each Optimisation Run in which it participates for the relevant period required under Applicable Law and in accordance with Applicable Law. The Company accepts no responsibility to maintain any records on behalf of any Participant nor for any failure by a Participant to maintain its own records.
- 7.2 On the Company's written request, each Participant shall, in so far as not prohibited by Applicable Law, supply as soon as reasonably practicable records or other accurate information concerning any Optimisation Run in a format, electronic or otherwise, as reasonably specified by the Company in order to assist the Company in ensuring compliance with Applicable Law or in responding to any request for information from its Regulator.
- 7.3 The Company, as operator of the OTF is responsible for retaining records of Transactions entered on the OTF for a minimum of five (5) years. The Company shall if reasonably required in writing by any Regulator of a Participant or as otherwise required under Applicable Law cooperate with such Regulator for information or records relating to such Participant's participation in Optimisation Services (and, except in circumstances where such requirement to disclose arises as part of the ordinary course of activities of such Regulator, ESMA or other administrative authority or where the Company is prohibited from doing so by Applicable Law, Operator shall give the relevant Participant written notice of the requirement to disclose and the nature of the required disclosure as soon as reasonably practicable and shall take such action as the relevant Participant may reasonably request to avoid or limit the disclosure and in relation to the content of the disclosure at the cost of the relevant Participant).
- 7.4 Operator's records in relation to any Optimisation Run shall be the authoritative record of the Optimisation Run and any Optimisation Results absent manifest error.
- 7.5 If and to the extent that the Company shall be subject to any obligation under any Applicable Law to report or make public any details of or relating to (a) modifications or terminations of Covered Transactions implemented by any Optimisation Acceptance and/or (b) the entry into of New Transactions as a result of any Optimisation Acceptance, each Participant acknowledges that the Company shall be entitled to comply with such obligations to the extent required thereby in such manner as the Company, in its sole discretion, considers appropriate.

8. Transaction Reporting

- 8.1 Participants are responsible for fulfilling their own transaction reporting obligations in accordance with Applicable Law.
- 8.2 Where a Participant is not obligated under Applicable Law to submit a Transaction Report, but the Operator of the OTF is required to do so in relation to a Transaction involving that Participant, the Participant shall promptly provide all information reasonably requested by the Operator to enable the accurate, complete, and timely submission of such report.

Transparency Obligations

- 8.3 Capitolis has received authorisation to apply deferred publication for transactions executed on OTF, in accordance with the provisions of MiFIR and RTS 2. Post-trade disclosures shall be made in line with the deferral arrangements approved by the FCA. Capitolis shall disclose and make publicly available any information required under its transparency obligations, in such manner and to the extent required by Applicable Law.
- 8.4 Where relevant, Participants are responsible for fulfilling their own trade reporting obligations in accordance with Applicable Law.

9. Clearing and Settlement Arrangements

Obligation to Settle

- 9.1 Each Participant shall be solely responsible for:
- (a) determining whether any transaction executed by it on the Organised Trading Facility (“OTF”) is subject to mandatory clearing requirements;
 - (b) submitting such transactions for clearing in accordance with Applicable Law; and
 - (c) entering into and maintaining all agreements, arrangements, and documentation necessary to facilitate the clearing of such transactions.
- 9.2 Capitolis shall bear no responsibility or liability in respect of the clearing of any transaction executed by a Participant on the OTF. Notwithstanding the foregoing, where expressly requested by a Participant, Capitolis may, at its discretion, provide functionality within the OTF to support the clearing process and may transmit relevant transaction details to the Participant’s designated clearing member, clearing house, or middleware provider for the purpose of facilitating such clearing.
- 9.3 Each Participant shall ensure that any Instruments delivered in fulfilment of a settlement obligation are transferred free from any lien, charge, or other encumbrance.
- 9.4 The Operator shall provide access to the requisite clearing and settlement infrastructure, including depositories and clearing houses, either directly or through recognised industry-standard middleware solutions.
- 9.5 In the absence of an express agreement to the contrary between the transacting parties, settlement of a Covered Transaction involving any Instrument shall occur at the customary settlement location designated for that Instrument.

Cleared Derivatives

- 9.6 (a) For the Operator to submit a Participant’s transaction to a CCP for clearing, the Participant must provide the requisite information outlined in subsection (b) and comply with either condition (i), or both conditions (ii) and (iii), as set out below:
- (i) The Participant must be a direct member of the CCP; or
 - (ii) The Participant must enter into a legally binding agreement with a clearing member of the CCP, under which the clearing member is contractually designated as the counterparty to the cleared derivative transaction; and

(iii) The Participant must further enter into supplementary contractual arrangements with the clearing member, pursuant to which the Participant agrees to assume the role of counterparty to the cleared derivative transaction following its clearance.

(b) The Participant shall furnish the Operator with any information that the Operator may request in writing.

(c) Where a third-party software provider is utilised to route a trade from the System to a CCP, the Participant shall not alter the terms of the transaction following submission to the third-party provider and prior to its clearance.

(d) Any electronic trade that is rejected by the CCP for reasons other than technical or clerical error shall be deemed null and void.

(e) In circumstances where a trade is rejected by the CCP due to technical or clerical error, the Operator shall, subject to the consent of the relevant Participants, re-submit the trade in accordance with Applicable Law.

10. Trading Practices and Conduct

Disorderly Trading

10.1 A Participant must not under any circumstances:

- (a) engage in Market Abuse when using or trading on the OTF or engage in Market Abuse in relation to any Eligible Instrument;
- (b) engage in any conduct on the OTF which is intended or designed to or results in the creation of a false or misleading impression as to the market in or price of any Covered Instrument or which results in the price of one or more Covered Instruments being secured at an abnormal or artificial level;
- (c) engage in any conduct or activity on the OTF which harms or is likely to harm the integrity, fairness, orderliness or reputation of the OTF;
- (d) submit Instructions to, or execute transactions on, the OTF which are fictitious;
- (e) otherwise engage on the OTF in any other form of deceptive, manipulative, contriving or abusive practice or any other practice prohibited by Applicable Law; or
- (f) breach or attempt to breach this Rulebook.

Monitoring

10.2 Capitolis shall actively monitor how Participants utilise the OTF, including the submission of Instructions, cancellations, and executed transactions. This oversight is aimed at identifying indicators of disorderly trading, potential Market Abuse or manipulation, Suspicious Trades, and ensuring adherence to this Rulebook and constraints of the service runs.

10.3 By engaging with the OTF, Participants acknowledge and accept that Capitolis is authorised to retain comprehensive records of their activity on the platform. Furthermore, Capitolis may report such activity and fully cooperate with relevant regulatory authorities in connection

with any suspected breaches of this Rulebook, disorderly trading behaviour, or conduct that may suggest Market Abuse or other violations of Applicable Law.

- 10.4 Capitolis reserves the right to review any transaction it deems prudent to assess whether it constitutes a Suspicious Trade. In conducting such reviews, Capitolis may rely on relevant information and consult with any parties it considers appropriate. Should a transaction be determined to be suspicious, Capitolis may take any actions it considers necessary or appropriate under the circumstances.
- 10.5 Should Capitolis determine that a transaction constitutes a Suspicious Trade, it reserves the right to implement any measures it considers necessary or appropriate in response to the specific circumstances.
- 10.6 Capitolis shall not be held responsible for any losses incurred by a Participant arising from any decision, action, or omission made under Clause 10, unless it can be clearly demonstrated that such conduct was unreasonable and intended to cause harm to the Participant.

11. Trading and Optimisation Protocol

Participant Onboarding

- 11.1 Only professional clients and eligible counterparties may participate in the OTF.
- 11.2 All participants must complete onboarding, including KYC/AML checks, and sign the Platform Agreement.
- 11.3 Access criteria are applied objectively and non-discriminatorily.

Trade Initiation and Optimisation Runs

- 11.4 The OTF does not operate a continuous order book or support ad hoc trading.
- 11.5 The OTF is operated exclusively for post-trade risk reduction (“PTRR”) purposes, comprising portfolio compression and optimisation of existing transactions. It does not operate as a venue for the initiation or execution of new transactions in the conventional sense.
- 11.6 Trading is conducted through scheduled optimisation cycles (“runs”), during which participants submit their portfolios and objectives for risk reduction.
- 11.7 The OTF’s system is electronic; all interactions occur via a secure web-based user interface or automated file transfer.

Optimisation Process

- 11.8 **Portfolio Submission:** Prior to each optimisation run, participants submit data on their current positions and specify their objectives and constraints (e.g., which positions they are willing to terminate or adjust, risk appetite, and any limits).
- 11.9 **Algorithmic Analysis:** Capitolis’s proprietary optimisation engine analyses all submitted portfolios and constraints. The engine is designed to identify a set of offsetting, risk-reducing

trades among participants, aiming to maximise risk reduction while respecting each participant's stated preferences.

- 11.10 **Proposal Generation:** The output of the optimisation engine is a set of actionable trade proposals. Each proposal specifies the financial instrument, notional amount, and counterparties involved.
- 11.11 **Distribution to Participants:** These proposals are delivered to each participant through the user interface. Participants can download booking templates and view all details of the proposed transactions.
- 11.12 **Validation and Consent:** Each participant reviews the proposed trades and must provide explicit consent before any trade can proceed. No trade is executed without unanimous consent from all involved parties.
- 11.13 **Transparency and Control:** At every stage, participants have full visibility of the trade details and context, enabling a sound investment judgement. The workflow (Proposal → Validation → Consent) ensures no trade executes without each participant being fully informed and explicitly agreeing.

Discretionary Execution by the OTF Operator

- 11.14 The OTF operator exercises discretion by determining when an optimisation proposal becomes a binding trade on the venue.
- 11.15 Execution only occurs when all consents are received; otherwise, execution is withheld.
- 11.16 The OTF is operated exclusively to provide eligible post-trade risk reduction services within the meaning of FCA Policy Statement PS25/2. Accordingly, the Firm is not subject to the best execution obligation under COBS 11.2A in connection with the Optimisation Services, and the Firm has notified the FCA of its reliance on the PTRR exemption in accordance with PS25/2. As all economic terms of any resulting transactions are determined by Participants prior to submission to the service run, the Firm does not execute orders in the conventional sense. The Firm's discretion is limited to identifying a valid multilateral offset consistent with each Participant's submitted constraints, in accordance with the discretionary execution framework under MAR 5A.3.2R.
- 11.17 No transactions are executed without the explicit prior consent of all relevant Participants. The OTF does not transmit orders to third-party venues for execution.

Trade Confirmation

- 11.18 Once all consents are received, the OTF issues a Final Confirmation to all participants, making the trades legally binding.
- 11.19 This confirmation serves as the affirmation for settlement.

12. Suspension

- 12.1 Without prejudice to the Company's rights under this Rulebook or any Platform Agreement, the Company may, in its sole discretion and at any time (including after the initiation of an Optimisation Run or a Participant registering for the same) and without being required to give a reason, suspend or terminate a Participant's participation in an Optimisation Run or

exclude a Participant from participating in a proposed Optimisation Run in whole or in part (a) where the Company determines, in its sole discretion, that such suspension is necessary to protect itself from potential liability, (b) where directed by the applicable regulator, or (c) due to the Participant's material breach of this Rulebook or the Platform Agreement. Such termination or suspension shall take effect immediately. The Company shall send notice of such termination, suspension or exclusion to such Participant as soon as is reasonably practicable and shall if such notice is given orally, follow up with written notice.

- 12.2 Each Participant shall promptly notify the Company of any significant changes that are likely to have an adverse effect on its ability to participate in an Optimisation Run and/or perform its obligations under this Rulebook including, but not limited to, if an Insolvency occurs or is likely to occur in relation to it.

13. Representations and Warranties

- 13.1 Each Participant represents and warrants to the Company that:
- 13.2 it will be bound by any information, data, decisions, notices, communications or instructions (including an Optimisation Acceptance or otherwise under the Operating Procedures) which have been given via its User Codes or which has been made by, or which the Company upon reasonable grounds believes in good faith has been made by, any of its Representatives or Administrators under or for the purposes of this Rulebook and/or the Optimisation Services (whether via User Codes or otherwise);
- 13.3 it has made and will make its own independent decision to use the Optimisation Services and as to whether its use of the Optimisation Services is appropriate or proper for it based upon its own judgment, in light of Applicable Law and upon advice from such advisers as it has deemed necessary;
- 13.4 it will make its own independent decision to accept, agree and implement the Optimisation Results for each Optimisation Run and as to whether it is appropriate or proper for such Participant to accept, agree and implement such Optimisation Results based upon its own judgment and upon advice obtained from its own legal, tax, regulatory, business or financial advisers as it has deemed necessary;
- 13.5 it is not relying on any communication (written or oral) of the Company as investment, financial or legal advice or as a recommendation to accept, agree and implement any Optimisation Results for such Optimisation Run, it being understood that any information relating to the terms and conditions of an Optimisation Run or setting out any Optimisation Results will not be, and will not be considered, investment advice or a recommendation to accept, agree and implement such Optimisation Results;
- 13.6 no communication (written or oral) received from the Company will be deemed to be any assurance or guarantee as to the expected effectiveness or actual effect for the Participant of any Optimisation Results or any Optimisation Run;
- 13.7 it is solely responsible for (and has taken all steps reasonably necessary as a result of that sole responsibility):
- 13.8 the accuracy and effectiveness of its Optimisation Data for each Optimisation Run;
- 13.9 the outcome of the pairing of Covered Transactions by the Company (which the Participant confirms it has independently verified for itself);

- 13.10 reviewing and verifying any Optimisation Results prior to its decision to accept or not to accept such Optimisation Results;
- 13.11 its decision to accept or not to accept any Optimisation Results;
- 13.12 the risk mitigation effect and economic outcome of any Optimisation Run; and
- 13.13 the performance of its obligations under, and the enforcement of its rights under, any Covered Transaction as amended by any Optimisation Acceptance or any New Transaction entered into as a result of any Optimisation Acceptance;
- 13.14 it has taken, and will take, all steps necessary to assess whether, and if so to what extent, its use of the Optimisation Services shall satisfy any obligations to which it is subject under Applicable Law (including, but not limited to, EMIR) in relation to the Optimisation of Covered Transactions; and
- 13.15 any Optimisation Data provided to the Company in accordance with the Operating Procedures are accurate and bona fide and have been prepared, compiled and provided in good faith.

14. Confidentiality

- 14.1 Each Participant agrees that it shall not, except as otherwise provided for in this Rulebook, use any information or data provided to it in connection with any Optimisation Run (including, but not limited to, any Pairing Notification, any Dry Run Optimisation Results or any Optimisation Results) for any purpose whatsoever other than its participation in such Optimisation Run and its decision whether or not to accept any Optimisation Results.
- 14.2 Neither a Participant nor the Company is prohibited or restricted from disclosing a Participant's Optimisation Data, any Optimisation Results, or the other party's Confidential Information as applicable:
 - a) to any of its Affiliates or its or their officers, members, employees, representatives, advisers or subcontractors solely to the extent reasonably necessary to enable it to provide or use the Optimisation Services, the Optimisation Results or to exercise its rights and perform its obligations under this Rulebook, provided that, before any such disclosure, that disclosing party makes the recipient aware that the information being disclosed is confidential, and provided that in respect of the Company no such disclosure shall be permitted to any broker;
 - b) to its external counsel, auditors and accountants provided that, before any such disclosure, that disclosing party makes the recipient aware that the information being disclosed is confidential;
 - c) to the extent required or requested to be disclosed to its Regulator, ESMA or any other administrative authority to which it is subject or by any Applicable Law or pursuant to an order of any court of competent jurisdiction (and, except in circumstances where such requirement to disclose arises as part of the ordinary course of activities of such Regulator, ESMA or other administrative authority or where such party is prohibited from doing so by Applicable Law, the party required or requested to make the disclosure shall give the other party written notice of the requirement to disclose and the nature of the required disclosure as soon as reasonably practicable and shall take such action as such

other party may reasonably request to avoid or limit the disclosure and in relation to the content of the disclosure at the cost of the other party).

- 14.3 Each Participant agrees and acknowledges that the Company is allowed to provide the terms of its Covered Transactions (but not valuation data) comprised in its Optimisation Data to other Participants paired (or which the Company considers may be paired) with the same Covered Transactions in the same Optimisation Run and the terms of any New Transaction to the Counterparty to such New Transaction.

15. EMIR and other Regulations

- 15.1 Each Participant shall be responsible for complying with any trade reporting obligations that may arise under Applicable Law (including, but not limited to, EMIR) arising out of any modifications or terminations of Covered Transactions and/or any agreement to enter into New Transactions effected by any Optimisation Acceptance. The Company shall undertake no liability in relation to any such obligations.
- 15.2 Each Participant shall be responsible for complying with any obligations that it may have to maintain appropriate procedures and arrangements to measure, monitor and mitigate operational risk and counterparty credit risk and, in respect of such obligations, any obligation to analyse the possibility to conduct a portfolio Optimisation exercise in order to reduce counterparty credit risk and to engage in a portfolio Optimisation exercise. The Company shall have no liability in relation to any such obligation(s).
- 15.3 Each Participant shall notify the Company if it becomes subject to a requirement under Applicable Law to enter into any OTC derivative transaction on a Venue or if, having been subject to such a requirement, it ceases to be subject to such a requirement.

16. Taxes, Fees and Charges

- 16.1 Each Participant shall be liable for the payment of any taxes applicable to it that arise from its use of the Optimisation Services or from its agreement to any Optimisation Acceptance, and it is the responsibility of each Participant to determine whether any taxes will or may arise from its use of the Optimisation Services.
- 16.2 In accordance with MAR 5A.5.13R, the OTF's fee structure is transparent and non-discriminatory. The Firm does not charge OTF-specific fees to Participants in connection with PTRR services provided through the OTF.

17. Notices

- 17.1 Each of the Company and Participant shall be entitled to deliver notices via the OTF.
- 17.2 Subject to Applicable Law, any communication between the Company and a Participant using electronic signatures shall be binding as if it were in writing.

18. Conflict of Interest

- 18.1 Each Participant acknowledges and agrees that the Company and its Affiliates are involved in a wide range of broking, trading, financial products, advisory, banking, investment banking and other financial services businesses both for its and their own account and for those of other clients. In the course of carrying on their business (both for their own account and for other clients), the Company and its Affiliates may provide services or advice to other

clients whose interests may conflict with the services or advice provided by the Company to, or in the interests of, Participants and Participants' Affiliates, or the Company or its Affiliates, may have some other interest, relationship or arrangement that is material ("Conflicts of Interest"). Neither the Company's relationship with a Participant nor the services it provides, nor any other matter, will give rise to any fiduciary or equitable duties on the part of either the Company or its Affiliates, which would prevent or hinder the Company and/or any of its Affiliates in doing business with or for a Participant. Each Participant acknowledges and accepts that the Company and/or its Affiliates individually, or taken as a whole, may have Conflicts of Interest and, subject to compliance with Applicable Law and such party's conflicts of interest policy statement (which is available upon written request although, if provided, would not constitute or create any legal rights for the relevant Participant under this Rulebook against the Company or its Affiliates), that (i) the Company may act in any manner which it considers appropriate in relation to any Conflict of Interest and (ii) the Company will not be under any obligation to disclose any Conflict of Interest.

19. Governing Law and Jurisdiction

- 19.1 This Rulebook and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 19.2 The courts of England and Wales have exclusive jurisdiction to settle all disputes which arise out of, including a dispute regarding the existence, validity or termination of this Rulebook, or in connection with, this Rulebook.
- 19.3 Each Participant irrevocably waives, to the extent permitted by Applicable Law, 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 ground from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) 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, to the extent permitted by Applicable Law, that it will not claim any such immunity in any such proceedings.

20. U.S. ANNEX

20.1 Definitions

"CEA" means the Commodity Exchange Act of 1936, as amended, and codified under Title 7 of the United States Code

"CFTC Regulations" means the rules, orders, and regulations adopted by the CFTC and incorporated into Title 17 of the Code of Federal Regulations.

"ECP" means an Eligible Contract Participant as defined in Section 1a(18) of the Commodity Exchange Act.

"Swap" means a contract described in Section 1a(47) of the Commodity Exchange Act and Section 1.3 of the CFTC regulations.

"US Person(s)" has the meaning defined in the Commodity Futures Trading Commission's Interpretive Guidance and Policy Statement on Compliance with certain Swap Regulations (78 Fed. Reg. 45292), as amended or further interpreted from time to time.

20.2 Client Qualification

(a) To join as a Participant, an applicant must show that:

If it is a U.S. Person using the Platform (directly or indirectly), it meets the swap trading eligibility rules under Section 2(e) of the Commodity Exchange Act and qualifies as an ECP.

If the applicant is an Account Manager acting for Clients, those Clients must also qualify as ECPs.

(b) U.S. Participants can only trade on the Platform with other ECPs.

20.3 Reporting

For transactions on the Platform that involve U.S. Participants, the reporting rules in Parts 43 and 45 of the CFTC regulations still apply to those counterparties for any swap transactions.