



# CIX Clear – Broker Terms

Version 1.0 (effective 19 February 2025)

## 1. Overview

This document sets out the terms to be abided by a Broker in submitting Transaction Notifications for Credit Transactions to be executed on CIX Clear pursuant to the CIX Clear Terms.

Capitalised terms in this document shall have the same meaning as those found in Part E (CIX Clear) of the CIX Operating Procedures.

## 2. Responsibilities & Acknowledgements

- 2.1 Broker shall furnish contact details (i.e. email, phone number) to CIX and the Broker Client and shall be available to respond to questions posed by CIX and Broker Client during all Business Hours.
- 2.2 Broker shall ensure that it has obtained the prior consent of the Broker Client to the execution of the Credit Transaction described in the Transaction Notification in accordance with the CIX Clear Terms prior to the submission of any Transaction Notification to CIX.
- 2.3 The Broker acknowledges that CIX is not an investment adviser to or a fiduciary of the Broker, and any data to which the Broker may have access shall not constitute a recommendation or solicitation by CIX that any Broker Client make any offer to enter into any particular transaction or that any particular transaction is suitable or appropriate for such Broker Client.
- 2.4 Broker represents, warrants and undertakes that:
  - (a) to the extent applicable, it is subjected to and supervised for compliance with AML/CFT requirements consistent with standards set by the FATF and has adequate measures and effective control systems in place to comply with those requirements; and
  - (b) there are policies and processes in place that require business units to take reasonable measures to establish the identities of their clients before opening accounts and conduct transactions only after there is satisfactory customer due diligence and verification of identification.
  - (c) the information presented in any Transaction Notification is, as of the time of the information, true, accurate and complete in every material respect and that it has obtained consent from the Broker Client in respect of the execution of the Credit Transaction described in the Transaction Notification.
  - (d) it will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to these terms and will use all reasonable efforts to obtain any that may become necessary in the future.
  - (e) it will comply in all material respects with all applicable laws, rules, regulations and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under these terms.
  - (f) For the purposes of this Clause 2.4:
    - (i) "AML/CFT" means anti-money laundering and countering the financing of terrorism; and
    - (ii) "FATF" means the Financial Action Task Force.
- 2.5 Broker recognises that CIX may have obligations under any applicable laws, rules and regulations with respect to anti-money laundering, will cooperate with CIX to comply with such obligations and provide to CIX the name, title, mailing address, e-mail address, telephone number and facsimile number of the person or persons responsible within the organisation for such matters.

## 3. Indemnity and Exclusion of Liability

- 3.1 The Broker shall immediately on demand indemnify and hold harmless CIX against all and any costs, fees, break costs, expenses or any other losses resulting directly in connection with: (i) any material error or discrepancy in any information provided by the Broker (including, without limitation, with respect to any Transaction Notification and the Settlement Terms therein or any breakage of any Credit Transactions); (ii) any disagreement or dispute between Broker Clients relating to the Settlement Terms and any related Credit Transaction involving the Broker; (iii) any breach of the terms of these terms or any misrepresentation by the Broker; and (iv) any claim brought by any person or governmental authority in connection with the Broker Client's use of CIX Clear or any Credit Transaction with that Broker Client.

## 4. Confidentiality, Intellectual Property and Data

- 4.1 These terms, any Credit Transaction and any related documents, as well as any information that is identified as confidential as made available by a Party in connection with these terms or any such transaction, are confidential and shall not be disclosed

to any third party, except that a Party may disclose such terms and information as (i) necessary to perform the activities contemplated by these terms, (ii) become generally available to the public other than through a violation of these terms, (iii) is required or appropriate to be disclosed in response to any judicial process or to comply with any applicable law, order, regulation, ruling or instruction of a regulator, supervisor or any similar official with jurisdiction over the disclosing Party or to comply with any applicable accounting rule or standard, (iv) is required or appropriate to be disclosed in connection with the enforcement of rights hereunder, or (v) is disclosed for appropriate business purposes to its affiliates, third party service brokers, employees, agents, auditors, accountants, consultants, attorneys, advisors, lenders or permitted transferees, to the extent necessary for such Party to provide services required in order for CIX or the Broker to perform its duties hereunder, and, in each case who are themselves required to keep such information confidential by virtue of an enforceable agreement or a relationship of trust or confidence with the disclosing Party.

- 4.2 The Broker shall not, and shall cause its affiliates not to, use any CIX Intellectual Property Rights and marks owned by CIX or CIX's affiliates in any web sites, in print or promotional materials without the prior written approval of CIX or CIX's affiliates, as applicable. CIX reserves the right to license any CIX Intellectual Property Rights to the Broker for a fee pursuant to one or more separate licensing agreements.
- 4.3 All market data or other information that CIX or any service provider provides to the Broker in connection with its access to CIX's platforms is proprietary to CIX (or the service provider, as applicable).