

## 1

Agreement made effective as of this                      day of                      , 20                      , by and among

(“Executing Broker”)

(“Carrying Broker” )

if authorized, on behalf of "Customer"), and

sign on behalf of “Customer”).

- ~~1 This Uniform Agreement was prepared in consultation with the FIA, MFA and FOA.~~ Any changes or additions to the wording of this standard document must be clearly indicated. Failure to do so constitutes a representation that the document is the International Uniform Brokerage Execution Services (“Give-Up”) Agreement: Trader Version ~~2008~~2017 and has not been modified in any respect.

5. Executing Broker will, where applicable, bill commissions for executing trades, as elected in Section 12 below, on a monthly basis. Trader, LME Clearing Member or Carrying Broker, as elected in Section 12 below, shall be responsible for verifying billing and making payment. LME Clearing Member will, where applicable, pay floor brokerage fees, as well as any exchange or clearing house fees, incurred for all transactions executed by Executing Broker and/or LME Executing Member for and on behalf of Customer and subsequently accepted by LME Clearing Member and Carrying Broker. In the event LME Clearing Member or Carrying Broker is billed and remitting payment to Executing Broker, LME Clearing Member or Carrying Broker, as applicable, is acting as payment agent by collecting fees at the instruction of Customer.
6. In the event that Trader disputes or denies knowledge of any transaction, LME Clearing Member, Carrying Broker, Executing Broker or LME Executing Member shall be authorized to liquidate or otherwise offset the disputed position. Where practicable, prior notice of such liquidation or offset shall be provided to the other parties to this Agreement.
7. In the event that LME Clearing Member or Carrying Broker do not, for any reason, accept a trade transmitted to them by Executing Broker or LME Executing Member, then LME Clearing Member or Carrying Broker shall promptly notify the other parties of such non-acceptance, and Executing Broker, or LME Executing Member if applicable, shall at its option be entitled:
- (a) to close out Customer's trade by such sale, purchase, disposal or other cancellation transaction as Executing Broker or LME Executing Member may determine, whether on the market, by private contract or any other appropriate method. Executing Broker shall promptly notify Trader of such close out. Any balance resulting from such close out shall be promptly settled between Executing Broker and Customer; or
  - (b) to transfer Customer's trades to another clearing broker as instructed by Customer or Trader; or
  - (c) to clear Customer's trade in accordance with the following terms:
    - i. Customer shall be fully liable for any and all obligations arising out of or related to transactions entered into or carried in Customer's account by Executing Broker; including, but not limited to: 1) debit balances, 2) exchange or clearing house fees, and 3) brokerage, commissions, and applicable fees charged by Executing Broker;
    - ii. Executing Broker shall have the right to call Customer for margin in such amounts, in such form, by such time and in such manner as may be required by Executing Broker. If Customer fails to meet such margin call within such specified time, or if Executing Broker; in its discretion, otherwise deems it appropriate for Executing Broker's protection, Executing Broker may close out Customer's trade pursuant to sub-paragraph (a) above;
    - iii. Customer acknowledges that Customer's trades may be subject to exercise or delivery assignments, where applicable.
8. Customer acknowledges that all notices and disclosures that are provided by Carrying Broker to Customer (or Customer's representative) pursuant to Applicable Law, will be deemed, for purposes of Section 7 of this Agreement, as if received by Customer from Executing Broker as well as from Carrying Broker. Carrying Broker represents, warrants and covenants to Executing Broker that it has provided, and will provide, all required notices and disclosures to Customer (or Customer's representative). Customer acknowledges that, subject to the limitations and conditions of Applicable Law, the Executing Broker and its agents may act on the other side of a Customer order by the purchase or sale for an account in which the Executing Broker, an affiliate or a related person has a direct or indirect interest or may engage in pre-execution discussions in executing any order. In the event that at any time Customer must meet specific criteria or have a specified status in order to trade in a certain product, Customer represents and warrants that it meets such criteria and/or specified status (as applicable). The consent and representations and warranties from Customer shall be deemed repeated each time Customer enters a new transaction.
9. This Agreement may be terminated by any of the parties hereto upon prior written notice to the other parties. Any such termination shall have no effect upon any party's rights and obligations arising out of transactions executed prior to such termination.
10. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of **England and Wales** without regard to principles of choice of law.
11. This Agreement shall not amend or vary any clearing or electronic services agreement between Carrying Broker and Customer or Executing Broker and Trader and/or Customer. In the event of a conflict between this Agreement and such other clearing or electronic services agreement with respect to the execution, clearing or carrying of Customer's trades, such other clearing or electronic services agreement will control with respect thereto.
12. LME Transactions are priced "all in" and create no additional fees that will be billed by the parties to this Agreement unless otherwise agreed.
13. Each party consents to the electronic recording, without the use of an automatic warning tone, of all telephone conversations between or among the parties and their representatives.
14. Unless otherwise prohibited by Applicable Law, any party to this Agreement, from time to time, may add additional accounts to be governed by this Agreement by prior written notice (which may be by facsimile or other electronic transmission) to the other parties, provided that (i) Customer's authorized signatory is authorized to enter into and sign this Agreement on behalf of such accounts, (ii) the same fees agreed to herein apply, and (iii) valid clearing accounts for such accounts exist at the Carrying Broker.
15. Where this Agreement is executed by Trader on behalf of more than one Customer, it is understood and agreed that (i) this Agreement shall constitute a separate agreement with each such Customer, as if each such Customer had acknowledged and executed a separate Agreement

naming only itself as the party thereto and (ii) no Customer shall have any liability under this Agreement for the obligations of any other Customer.

16. This Agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original.

~~Customer's Name or Account Number(s) with Carrying Broker:~~ \_\_\_\_\_

17. Any party that has manually executed this Agreement represents, covenants and agrees that the version electronically executed by the other parties and stored on EGUS is the final version and sets forth the complete terms and conditions as agreed to by all of the parties.

18. Conformed signatures were executed electronically in accordance with the FIA Electronic Give-Up Agreement System User Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized ~~officers~~ persons on the date set forth below and effective as of the date set forth above.

<u>Name of Trader: [Trader Party]</u>	<u>Name of Executing Broker: [Executing Broker Party]</u>
By: _____	By: _____
Date: _____	Date: _____
<u>Name of LME Executing Member: [LME Executing Member Party]</u>	<u>Name of LME Clearing Member: [LME Clearing Member Party]</u>
By: _____	By: _____
Date: _____	Date: _____
<u>Name of Carrying Broker: [Carrying Broker Party]</u>	
By: _____	
Date: _____	

<del>[Name of Trader, on its own behalf, and -as Customer's authorized agent]</del>	<del>[Name of Carrying Broker]</del>
By: _____	By: _____
<del>[Print Name and Title]</del>	<del>[Print Name and Title]</del>
<del>[Name of LME Executing Member]</del>	<del>[Name of Executing Broker]</del>
By: _____	By: _____
<del>[Print Name and Title]</del>	<del>[Print Name and Title]</del>
<del>If Trader is not authorized to sign on behalf of Customer, Customer hereby consents to be bound by this Agreement.</del>	<del>[Name of LME Clearing Member]</del>
<del>[Name of Customer]</del>	By: _____
By: _____	<del>[Print Name and Title]</del>

[Print Name and Title]

**ADDENDUM TO**  
**INTERNATIONAL UNIFORM BROKERAGE EXECUTION SERVICES (“GIVE-UP”) AGREEMENT**  
**LME TRADER VERSION (3) 2017**

MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

**CONTACT PERSONS**

*Any notices or problems regarding these transactions should immediately be brought to the attention of the contact persons of each of the parties hereto, whose names, addresses, and numbers are set forth below. Each party may change its operational contact by notice to the others.*

**LME Executing Member**

**For Trading**

Name:

~~Contact~~

Name of Person:

Address:

Telephone No.:

Fax No.:

~~E-mail~~:Email

**Executing Broker** ~~**Carrying Broker**~~

**For Trading**

Name:

~~For Trading~~

Name of Person:

Address:

Telephone No.:

Fax No.:

~~E-mail~~:Email

**LME Clearing**

**Billing**

Name:

Name of Person:

~~Contact~~Address:

Name of Person:

Address:

Telephone No.:

~~Telephone~~Fax No.:

Fax No.:Email

~~E-mail~~:

**For Billing**

~~For Documentation~~Name:

Name of Person:

NameAddress:

Address:

Telephone No.:

Fax No.:

~~E-Mail~~:Email

**For Documentation**

~~Trader~~

Name:

~~Contact~~

Name of Person:

Address:

Telephone No.:

Fax No.:

~~E-mail~~:Email

**For Documentation**

**LME Executing Member**

Name:

~~Contact~~

Name of Person:

Address:

Telephone No.:

Fax No.:

~~E-mail~~:Email

**Customer**

**For Trading**

Name:

~~Contact~~

Name:

Name of Person:

Address:

Telephone No.:

~~Telephone No.:~~

Fax No.:

~~E-mail~~:Email

**LME Clearing Member**

**For Trading**

Name:

Name:

Name of Person:

Address:

Telephone No.:

Fax No.:

Email:

**For Documentation:**

Name of Person:

Address:

Telephone No.:

Fax No.:

Email:

**For Documentation:**

Name of Person:

Address:

Telephone No.:

Fax No.:

Email:

**For Billing**

Name:

Name of Person:

**For Billing**

Name:

Name of Person:

<u>Address:</u>	<u>Address:</u>
<u>Telephone No.:</u>	<u>Telephone No.:</u>
<u>Fax No.:</u>	<u>Fax No.:</u>
<u>Email:</u>	<u>Email:</u>
<u><b>Carrying Broker</b></u>	
<u>For Trading</u>	
<u>Name of Person:</u>	
<u>Address:</u>	
<u>Telephone No.:</u>	
<u>Fax No.:</u>	
<u>Email:</u>	
<u>For</u>	
<u>Name of Person:</u>	
<u>Address:</u>	
<u>Telephone No.:</u>	
<u>Fax No.:</u>	
<u>Email:</u>	
<u>For Billing</u>	
<u>Name:</u>	
<u>Name of Person:</u>	
<u>Address:</u>	
<u>Telephone No.:</u>	
<u>Fax No.:</u>	
<u>Email:</u>	

**CUSTOMER'S ACCOUNT**

Customer's account ~~name and/or~~ number(s) with Carrying Broker.

<u>Executing ID</u>	<u>Description</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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