

General Terms

This Fee Schedule applies to all Participants on the BrokerTec EU MTF, operated by BrokerTec Europe Limited (BEL).

This Fee Schedule forms part of participants' Electronic Broking Master Participant Trading Agreement. To the extent of any conflict, the following shall apply in order of priority: (1) the BrokerTec EU MTF Rulebook; (2) this Fee Schedule; and (3) the participant's Electronic Broking Master Participant Trading Agreement. Terms used in this Fee Schedule have the meaning given to them in the Rulebook, unless otherwise defined.

DEFINITIONS

In this Fee Schedule, the following words and expressions have the following meanings:

"Aggressive Side" means the Order submitted and Matched against an Order that already resides on the Order Book;

"BO23" means access to real time European Government Bonds market data for Participants who take the i-Cross co-location service only (for the avoidance of doubt, no Repo market data is included);

"Fee Schedule" means this document setting out BrokerTec's fees;

"GFE Rate" means the brokerage fee rate that applies when the BrokerTec GFE (Global Front End) is used to transact a trade;

"Monthly Volume" means the notional amount of a Product traded in a month;

"Overnight Repo" means any Repo Transaction with a Term of one Trading Day;

"Passive Side" means the Order that resides in the Order Book prior to a Match;

"Term Adjusted Volume" means the notional amount of a Repo Transaction (longer than one trading day), multiplied by the length in days of the transaction; and

"Term Repo" means any Repo Transaction with a Repo Term greater than one Trading Day.

Repo - Brokerage Fees

There are two brokerage fee options for Repo – the Separate Rate Schedule and Combined Rate Schedule. The Combined Rate Schedule requires participants to sign and return the Combined Rate Schedule Agreement for Repo, which can be found in Appendix A (or Appendix B where multiple Participants in a corporate group wish to collectively agree to the Combined Rate Schedule).

1. Rate Schedule

All participants shall pay a minimum monthly brokerage fee of £2,000.

- For the avoidance of doubt, both Passive and Aggressive Sides of a Transaction pay brokerage.

2. Overnight Repo

Overnight Repo brokerage charges (often described as o/n, t/n or s/n) are tiered and determined by Market, Monthly Volume and whether the GFE is used to effect the Transaction.

Gilt Overnight Repo		
Monthly Volume Tier £bn	Non GFE Rate	GFE Rate
	0-<50	0.50
50-<75	0.45	0.41
75-<100	0.35	0.32
100-<150	0.30	0.27
150+	0.25	0.23

3. Term Repo

Term Repo brokerage is calculated on a 365 day basis in accordance with the table below.

Term Repo	
Non GFE Rate	GFE Rate
0.25	0.23

4. Combined Rate Schedule for Repo

The Combined Rate Schedule allows Participants' Overnight Repo volume and Term Adjusted Repo volume, to be combined, which enables accelerated movement through the Combined Rate Schedule brokerage tiers relative to the Separate Rate Schedule. To benefit from this, Participants must commit to a minimum of £200,000 annual brokerage. Brokerage is calculated in accordance with the table below (including any that is above the annual minimum).

Opting into the Combined Rate Schedule requires participants to sign the Combined Rate Schedule Agreement for Repo at Appendix A, which includes a minimum 12 month commitment.

Participants who have Affiliates in their corporate group can collectively sign up to the Combined Rate Schedule Agreement for Repo – Corporate Groups at Appendix B, which combines their volume to accelerate movement through the Combined Rate Schedule on a group basis. Individual Participants are then billed pro-rata based on this group volume.

Combined	
Monthly Volume (Overnight and Term Adjusted Repo combined)	
Tier £bn	Combined Rate (bp)
0-<50	0.41
50-<75	0.37
75-<100	0.29
100-<150	0.25
150-<250	0.21
250+	0.15

RFQ Trading Protocol – Brokerage Fees

There are two brokerage fee options for the RFQ Trading Protocol – RFQ Rate Schedule A and RFQ Rate Schedule B. RFQ Rate Schedule B requires participants to sign and return the RFQ Rate Schedule B Agreement, which can be found in Appendix C.

Under the RFQ Trading Protocol, the Participant initiating an RFQ session is not charged brokerage fees for any resulting Transactions. Fees are charged to the respective Participant counterparty.

Fees relating to Products denominated in currencies other than GBP will be billed in GBP equivalent, determined using foreign exchange rates calculated on the first of each month.

1. RFQ Rate Schedule A

Participants shall pay a flat rate of 0.20 bp per Transaction. Brokerage is calculated on a 365-day basis.

2. RFQ Rate Schedule B

RFQ Rate Schedule B allows Participants' total trading volume in the relevant product on the BrokerTec EU MTF to be taken into consideration which enables accelerated movement through the RFQ Rate Schedule B brokerage tiers. Brokerage is calculated on a 365-day basis in accordance with the table below. Opting in to RFQ Rate Schedule B requires Participants to sign the RFQ Rate Schedule B Agreement at Appendix C.

Note that the rate obtained in any one month (X) will be applied to all volume in the following month (Y), as per the below example.

Example: In month X, Firm A executes 450,000mm across the BrokerTec EU MTF in the relevant product. In month Y, Firm A's volume will have a discounted rate of 0.180 applied to all chargeable Transactions.

Brokerage Rate		
Tier	Vol (mm)	Rate (bp)
Tier 1	0>200,000	0.225
Tier 2	200,000>350,000	0.200
Tier 3	350,000>500,000	0.180
Tier 4	500,000>750,000	0.160
Tier 5	>750,000	0.140

3. Other Fees

All Transactions concluded through the RFQ Trading Protocol will be subject to the below minimum and maximum costs:

- Minimum Ticket Fee of £10 will apply to each Transaction.
- Maximum Ticket Fee of £1000 will apply to each Transaction

Settlement Instructions Fee

The Operator sends settlement instructions on behalf of Participants. These are charged at £2.00 per Transaction. This is in addition to brokerage.

Clearing Costs

Participants shall be responsible for all fees, costs, expenses and liabilities incurred by the Operator in respect of clearing services provided by any applicable clearing bank, corporation or agency, in relation to the Participant's Transactions. These will be charged to be Participant on a pass-through basis.

Connectivity Charges

Each Participant is responsible for any costs, charges or expenses of connecting to BrokerTec.

PREMIUM CO-LOCATION CONNECTIVITY SERVICE

i- Cross connectivity charges

- All charges for this connectivity solution are in GBP
- One-off fixed installation fee of £3,000 per server (2 servers required - £6,000 in total)
- Variable monthly charge based on minimum of 2 dedicated servers of £2,000 per server (£4,000 minimum per month).
- Real time Market Data Feed (BO23) available to i-Cross users only. License Fee £5,000 per month.

ii-New Connectivity Offering for BrokerTec Markets on CME Globex

- All charges for this connectivity solution are in USD
- GLink (Slough): One-time installation cost of \$4,000 per GLink connection.
10 Gbps port: \$4,500 monthly for first GLink; \$9,000 for each subsequent GLink
- CME Globex Hubs:
1 Gbps port: \$1,000 monthly
10 Gbps port: \$2,000 monthly

APPENDIX A – Combined Rate Schedule Agreement for Repo

This Combined Rate Schedule Agreement for Repo is made under the BrokerTec EU MTF – Fee Schedule and uses the terms therein. In order for a Participant to be charged the Combined Rate Schedule for Repo under the Fee Schedule, Participants must sign below to agree that:

1. **Fee:** For the duration of the Term (defined below), the Participant agrees to pay the Operator a minimum annual fee of £200,000 (the “**Minimum Annual Fee**”) in accordance with clause 2 below, in consideration for being charged in accordance with the Combined Rate Schedule for Repo under the Fee Schedule.
2. **Payment:** During the Term, Participants will be charged brokerage at the Combined Rate Schedule for Repo for the duration of the Term and will be invoiced monthly. If, at the end of the Initial Term or any Renewal Term the combined brokerage for the preceding year is less than the Minimum Annual Fee, the Participant shall be invoiced for the amount of the Minimum Annual Fee less the brokerage already paid in that Initial or Renewal Term.
3. **Term:** The Combined Rate Schedule for Repo commences the calendar month following the month in which the Participant signs below, and shall continue for a term of one year (the “**Initial Term**”). At the expiry of the Initial Term, the term of this Combined Rate Schedule Agreement for Repo shall automatically renew for consecutive one-year periods (each a “**Renewal Term**”) unless terminated by either party giving no less than six months’ notice before the beginning of a Renewal Term. For the purposes of this Combined Rate Schedule Agreement for Repo, “**Term**” shall mean the Initial Term and any Renewal Term. The Operator may terminate this Combined Rate Schedule Agreement for Repo if, in its reasonable opinion, the Combined Rate Schedule for Repo becomes contrary to any Applicable Law or regulation.
4. **Other charges:** For the avoidance of doubt, this Combined Rate Schedule Agreement for Repo applies to brokerage only and does not apply to any other fees or charges applied by the Operator in accordance with the Fee Schedule (such as settlement instruction fees, clearing or connectivity costs) or for other products or services provided by the Operator.

Please complete the details below and return this page to BrokerTec Customer Contracts, London Fruit & Wool Exchange, 1 Duval Square, London, E1 6PW, UK in order to agree to the terms above and be charged at the RFQ Rate Schedule.

PARTICIPANT:		OPERATOR:	BrokerTec Europe Limited
	<i>Insert full legal entity name</i>		
SIGNATURE:		SIGNATURE:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	

APPENDIX B – Combined Rate Schedule Agreement for Repo – Corporate Groups

This Combined Rate Schedule Agreement for Repo – Corporate Groups is made under the BrokerTec EU MTF – Fee Schedule and uses the terms therein. In order for Participants, who are Affiliates, to each be charged the Combined Rate Schedule for Repo under the Fee Schedule, Participants must sign below to agree that:

1. **Fee:** For the duration of the Term (defined below), the Participants jointly and severally agree to pay the Operator a minimum annual fee of £200,000 (the “**Minimum Annual Fee**”) in accordance with clause 2 below, in consideration for being charged in accordance with the Combined Rate Schedule for Repo under the Fee Schedule (on the basis of their joint combined volume).
2. **Payment:** During the Term, Participants will each be charged brokerage at the Combined Rate Schedule for Repo for the duration of the Term and will be invoiced monthly. If, at the end of the Initial Term or any Renewal Term the combined brokerage for all of the Participants signing below for the preceding year is less than the Minimum Annual Fee, the Participants shall each be invoiced for their portion of the Minimum Annual Fee less the brokerage already paid by those Participants collectively in that Initial or Renewal Term.
3. **Term:** The Combined Rate Schedule for Repo commences the calendar month following the month in which the last Participant signs below and shall continue for a term of one year (the “**Initial Term**”). At the expiry of the Initial Term, the term of this Combined Rate Schedule Agreement for Repo – Corporate Groups shall automatically renew for consecutive one-year periods (each a “**Renewal Term**”) unless terminated by either party giving no less than six months’ notice before the beginning of a Renewal Term. For the purposes of this Combined Rate Schedule Agreement for Repo – Corporate Groups, “**Term**” shall mean the Initial Term and any Renewal Term. The Operator may terminate this Combined Rate Schedule Agreement for Repo – Corporate Groups if, in its reasonable opinion, the Combined Rate Schedule for Repo becomes contrary to any Applicable Law or regulation.
4. **Other charges:** For the avoidance of doubt, this Combined Rate Schedule Agreement for Repo – Corporate Groups applies to brokerage only and does not apply to any other fees or charges applied by the Operator in accordance with the Fee Schedule (such as settlement instruction fees, clearing or connectivity costs) or for other products or services provided by the Operator.

Please complete the details below and return this page to BrokerTec Customer Contracts, London Fruit & Wool Exchange, 1 Duval Square, London, E1 6PW, UK in order to agree to the terms above and for each Participant to be charged at the Combined Rate Schedule for Repo.

PARTICIPANT 1:	<i>Insert full legal entity name</i>	PARTICIPANT 2:	<i>Insert full legal entity name</i>
SIGNATURE:		SIGNATURE:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	

PARTICIPANT 3:	<i>Insert full legal entity name</i>	OPERATOR:	BrokerTec Europe Limited
SIGNATURE:		SIGNATURE:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	

APPENDIX C – RFQ Rate Schedule B Agreement

This RFQ Rate Schedule B Agreement is made under the BrokerTec EU MTF Fee Schedule and uses the terms therein. In order for a Participant to be charged the RFQ Rate Schedule B under the Fee Schedule, Participants must sign below to agree that:

1. **Payment:** During the Term, Participants will be charged brokerage at the rates set out in RFQ Rate Schedule B for the duration of the Term and will be invoiced monthly.
2. **Term:** The RFQ Rate Schedule B commences the calendar month following the month in which the Participant signs below, and shall continue until terminated by either party (“**Term**”). The Operator may terminate this RFQ Rate Schedule B Agreement if, in its reasonable opinion, the RFQ Rate Schedule B becomes contrary to any Applicable Law or regulation.
3. **Other charges:** For the avoidance of doubt, this RFQ Rate Schedule B Agreement applies to brokerage only and does not apply to any other fees or charges applied by the Operator in accordance with the Fee Schedule (such as settlement instruction fees, clearing or connectivity costs) or for other products or services provided by the Operator.

Please complete the details below and return this page to BrokerTec Customer Contracts, London Fruit & Wool Exchange, 1 Duval Square, London, E1 6PW, UK in order to agree to the terms above and be charged at the RFQ Rate Schedule.

PARTICIPANT:		OPERATOR:	BrokerTec Europe Limited
	<i>Insert full legal entity name</i>		
SIGNATURE:		SIGNATURE:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	



BrokerTec Europe Limited (BEL), regulated in the UK by the Financial Conduct Authority (FCA), is under certain obligations when it holds client money as detailed in the FCA's Client Assets Sourcebook (CASS). For the avoidance of doubt, BEL does not hold client money. If the Participant transfers money to BEL (for example, by making an overpayment of fees and charges), it will not be treated as client money and in the event that BEL were to become insolvent, the Participant would have no special protection and the Participant would have to claim against its estate with any other creditors.

If the Participant makes a payment to BEL for use of the platform, the Participant agrees that the terms of any overpayment the Participant makes to BEL:

- will be treated as an intention by the Participant to purchase further services, the ownership of the money will transfer fully to BEL and BEL will hold that money as security for the Participant's payment for such further services; and
- will not be due and payable to the Participant until the Participant provides correct bank details for repayment of the overpaid amount. Once those details have been provided, BEL will repay that overpaid amount as soon as practicable

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