

## REGULATORY CLIENT DISCLOSURES

### 1. About XTX

#### 1.1 Our details

XTX Markets Limited (**XTX, we, us** or **our**) is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 711945). Our address is R7, 14-18 Handyside Street, London, N1C 4AL. Our Legal Entity Identifier is 213800WPTIY9961G2O04.

Our regulator, the UK's Financial Conduct Authority, is located at 12 Endeavour Square, London, E20 1JN.

#### 1.2 Communications between us

##### 1.2.1 General

We will communicate with you via a variety of methods including phone, email and electronic trading systems. We may also communicate with you by publishing notices, disclosures or other documentation on our website ([www.xtxmarkets.com/regulatory-disclosures](http://www.xtxmarkets.com/regulatory-disclosures)) and you consent to the provision of information in such manner.

All communications and documentation will be in English.

You can contact us using your usual XTX representative or the following email address: [SI@xtxmarkets.com](mailto:SI@xtxmarkets.com).

##### 1.2.2 Orders and transactions

Communications in respect of orders and transactions will be carried out electronically via direct FIX API connection with us or through third party platforms or other method as expressly agreed between us.

##### 1.2.3 Reports

XTX may provide you with reports on the service we provide to you.

In respect of transactions, you will receive a client fill (execution message) via our API or a third party platform (as has been agreed between us) that the order has been executed. The client fill will be sent as soon as technically possible following execution and will specify the product, buy/sell indicator, date and time, total price, and volume of the executed transaction. Shortly following the execution of the transaction, we will also send you a drop copy (generated by our Back Office) confirming that the trade has occurred.

We may require you to provide us with a drop copy (generated by your back office systems) for the purpose of facilitating real-time reconciliation of our transactions.

To the extent relevant, you agree to waive the requirements in relation to the timing and content of reports as set out in Article 59 of Commission Delegated Regulation (EU) 2017/565.

##### 1.2.4 Amendments

Any changes to these disclosures (or the disclosures contained in an Annex) shall be published on XTX's website and we recommend that you check our website regularly. To the extent the disclosures change in a material way, we will provide you with advance notice of the change.

### **1.3 Business relating to these disclosures**

We are providing these disclosures to you on the basis that we will be dealing on our own account with you. Depending on the product, such activity may occur bilaterally on an OTC basis or may be undertaken with XTX acting as a systematic internaliser. Further disclosures may apply depending on how we will trade with each other and will be provided to you as an annex to these disclosures prior to trading.

## **2. About you**

### **2.1 Your client categorisation**

We are categorising you and you agree to be categorised as an eligible counterparty in respect of all investment services we provide to you. The Financial Conduct Authority's Conduct of Business Handbook (at COBS 3) sets out further detail on types of client categorisation including eligible counterparties. You must notify us immediately in writing if you consider that you do not satisfy the criteria to be treated as an eligible counterparty.

You have the right to request a different categorisation. However, if you request categorisation as a professional or retail client, we may not be able to continue to provide our services to you.

Categorisation as an eligible counterparty means that you will receive fewer client protections than those provided to professional or retail clients. Specifically:

- a) you will be provided with less information in relation to: (i) our services and the nature and risk of financial instruments; (ii) our costs and charges;
- b) we will not undertake a suitability and appropriateness assessment in relation to any investment services we provide to you;
- c) to the extent we offer any execution services, we will have no obligation to take all sufficient steps to achieve the best possible result for the execution of your orders;
- d) to the extent we execute orders on your behalf, we will have no obligation under Article 28(1) of MiFIR to implement procedures to provide for the prompt, fair and expeditious execution of your orders compared to the orders of our other clients or our trading interests.
- e) if applicable, we are not required to restrict or disclose any fees or commissions or other non-monetary benefit that we may receive in connection with the provision of our services to you;
- f) to the extent we offer a service together with another service or a product as part of a package, we will have no obligation to inform you that it is possible to buy the different components separately or provide you with a breakdown of the costs and charges of each component; and
- g) any reports that we provide to you on our services (including any reports containing the essential information concerning the execution of an order or any trade confirmations) may contain less information and may be provided less frequently than if you were categorised as a professional or retail client.

### **2.2 Legal Entity Identifiers (LEI)**

You are required to obtain and at all times maintain a valid Legal Entity Identifier (LEI) that pertains to you or any affiliated entity that enters into transactions with us. You must inform us in writing of your LEI number and must immediately inform us of any change to your LEI number.

## **3. Conflicts of Interest**

We take all appropriate steps to identify and to prevent or, if required, manage any conflicts of interest that arise in the course of the provision of our services.

We have a conflicts of interest policy (within the XTX Markets Code of Conduct) which is available in full on our website at: [www.xtxmarkets.com/regulatory-disclosures](http://www.xtxmarkets.com/regulatory-disclosures). XTX may also identify how it handles conflicts of interest in respect of particular types of activity in the client disclosures applicable to that type of business.

The Conflicts of Interest Policy sets out: (a) how XTX staff are required to identify conflicts of interest; (b) XTX's prohibition of any conflict of interest unless it has been approved by XTX's Executive Committee and documented by the Compliance Department; and (c) XTX's approach to monitoring, managing and disclosing conflicts of interest.

## **4. Record keeping**

### **4.1 General**

We (and/or our affiliates or agents) will record telephone conversations and electronic communication between you and us (and/or our affiliates or agents) and may do so without the use of a warning tone.

We will keep a copy of such recordings for a period of at least 5 years and, where requested by a relevant regulator, for a period of up to 7 years. Such records will be our sole property and accepted by you as evidence of any instructions received. Upon request, we will make available to you any records between us.

### **4.2 General Data Protection Regulation (GDPR)**

GDPR (in force 25 May 2018) imposes obligations on EU firms in relation to how they handle personal data. XTX has a GDPR-compliant Privacy Statement for Clients and Counterparties which sets out how it will handle any personal data it receives. A copy of the Privacy Statement for Clients and Counterparties is available on XTX's website at [www.xtxmarkets.com/regulatory-disclosures](http://www.xtxmarkets.com/regulatory-disclosures).

## **5. Costs and Charges**

We do not charge any fees for our execution services; nor do we directly pass on to you any of our costs of trading (including brokerage fees, reporting fees or technology costs).

We do not charge a mark-up to any of our prices. The prices we provide to you only include a bid-offer spread which may vary (if permitted by applicable law and regulation) from client to client for the same or similar transactions. The factors we take into account to determine our spread may include: market conditions, size, type and direction of the transaction, and market impact on previous transactions for a given counterparty.

You consent to the limited application of the detailed requirements relating to the provision of information on costs and associated charges as set out in Article 50 of CDR (EU) 2017/565. You confirm that you do not intend to offer any financial instruments that embed a derivative that we trade with you to your clients.

## **6. Complaints handling**

XTX has implemented and maintains effective and transparent complaints management policies and procedures for the prompt handling of clients' (or potential clients') complaints. These policies and procedures are set out in XTX's Complaints Handling Procedure which is available on our website ([www.xtxmarkets.com/regulatory-disclosures](http://www.xtxmarkets.com/regulatory-disclosures)).

## **7. Risk disclosures**

## 7.1 Introduction

Any transaction in financial instruments or spot foreign exchange (“**Financial Products**”) involves a degree of financial risk and some Financial Products are more risky than others. Before deciding to transact in Financial Products with us, you will need to have assessed the risks inherent in those Financial Products including, but not limited to: credit risk, market risk, liquidity risk, volatility risk, impediments or restrictions on divestment, settlement risk, interest rate risk, tax risk, foreign exchange risk, operational risk, insolvency risk (and the risk of bail-in), regulatory and legal risk, and risks relating to leverage.

This notice provides you with general information about the risks associated with the Financial Products which you may trade with us. This notice cannot disclose all of the risks involved in these Financial Products and does not explain how those risks or the Financial Products relate to your circumstances. You should not deal in these Financial Products unless you understand the nature of the contract you will be entering into and until you are satisfied that it is suitable for you in light of your circumstances and financial position.

This section does not constitute investment advice; nor is it a recommendation to enter into any services or products. Where you are unclear as to the meaning of the disclosures or warnings below you are strongly recommended to seek independent legal and/or financial advice.

## 7.2 Financial Products

This section sets out information in relation to the types of Financial Products we may trade with you.

### 7.2.1 Shares

A share is an instrument representing a shareholder’s rights in a company. These rights include financial and ownership rights which will be determined by law and the governing documents of the company. As a shareholder you may have a right to participate in dividends distributed by the company and the value of your share may increase, although neither are guaranteed. Dealing in shares may include, but is not limited to, the following risks:

- (a) **Company risk:** the likelihood of any dividends or the value of the shares will be tied to the profitability of the company. A shareholder therefore participates in the profits and losses of the company. If a company becomes bankrupt shareholders’ claims will be subordinated to the claims of both preferred and ordinary creditors of the company.
- (b) **Price risk:** share prices may increase or decrease in value depending on the markets. Where volatility is high, there could be larger increases or decreases in the value of shares (independent to the performance of the company). General price risk (or market risk) is different to the specific risk attached to the company’s profitability.
- (c) **Liquidity risk:** demand for shares, particularly in smaller companies, may fluctuate. Where demand for shares is low, divestment may be difficult or you may suffer losses when exiting your position. We have no obligation to continue trading a particular security and may cease trading securities you have previously bought or sold to us.

### 7.2.2 Non-Deliverable Forwards (NDFs)

NDFs are forward contracts in currencies which are nonconvertible (or illiquid). The contract is cash settled on the settlement date in the freely traded currency by taking the difference between the agreed exchange rate and the prevailing spot rate at the time of settlement based on an agreed notional amount. Dealing in NDFs may include, but is not limited to, the following risks:

- (a) Leverage risk: forward contracts are leveraged instruments which means that a small position can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionally much larger movement in the value of your investment, and this can work against you as well as for you.
- (b) Margin risk: forward contracts are normally and for most counterparties, margined instruments. If the market moves against your position, you may be called upon by your broker to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the time prescribed by your broker, your position may be liquidated at a loss, and you will be liable for any resulting deficit.
- (c) Legal risk: NDFs may incorporate by reference product definitions, master confirmation terms and market standard disruption events and fallbacks. You should obtain and thoroughly understand any such materials incorporated by reference as their content will materially affect the value and utility of the NDF.
- (d) Basis risk: The settlement payments under an NDF are determined by reference to the price source or other methodology by which the conversion rate for the reference currency is determined. There can be no assurance that you (or any affiliate of yours operating in the jurisdiction of the reference currency) will be able to sell or purchase the reference currency at this conversion rate or on the valuation date or at all. Any difference between the conversion rate determined under an NDF and your actual conversion rate (or, if relevant, the conversion rate applied in measuring your assets or liabilities) is a source of basis risk.

Due to restrictions on participation in currency and funding markets, different onshore and offshore rates may apply to the reference currency, and the forward exchange rate and market value of the NDF may differ considerably from the values implied by the spot exchange rate and interest rate differentials between the two currencies. Such differences can be affected by market expectations regarding changes in the exchange rate regime.

- (e) Country risk: the value of a currency may increase or decrease depending on political changes or stability in the country issuing that currency.

### 7.2.3 Spot FX

A foreign exchange spot transaction (**Spot FX**) is where a party agrees to buy one currency in exchange for another currency at an agreed price for settlement on the spot date. Dealing in Spot FX may include, but is not limited to, the following risks:

- (a) Market risk: the value of a currency may increase or decrease depending on the markets. Where volatility is high, there could be larger gains or losses.
- (b) Country risk: the value of a currency may increase or decrease depending on political changes or stability in the country issuing that currency.

## 7.3 General risks

### 7.3.1 XTX counterparty risk

Prior to transactions being given-up to a broker or clearing institution, there will be counterparty risk in respect of XTX. If we become insolvent while you have any exposure to us, you may suffer losses.

### 7.3.2 FX risk

If your investment is denominated in a currency other than the currency which you hold, you will be required to exchange funds into the currency of the investment which will cause you to take

on foreign exchange risk. Fluctuations in foreign exchange markets could impact the value of your investment.

### **7.3.3 Operational risk**

Our trading with you will rely on technology systems and connections. Technology systems may be subject to temporary disruption or failure. Any disruption or failure may limit your ability to trade with us.

### **7.3.4 Suspensions of trading**

We may need to stop trading in a particular Financial Product if the Financial Product is not trading on its primary market or other exchange. We have no control over temporary or permanent suspensions of trading on exchanges. Exchanges may impose bans on trading where there are disorderly market conditions such as rapid price movements or if the exchange is experiencing problems with its systems.

Regulators may also impose temporary bans on trading (for example, short selling bans in shares). Where a short selling ban is in place, you may not be able to buy shares in that issuer from us.

We may turn off trading in respect of you or any instrument that you trade with us in our absolute discretion unless we are prevented from doing so by applicable law or regulation. In these circumstances, we have no obligation to provide reasons or warning and we may carry on trading with other clients.

### **7.3.5 Tax risk**

Any payment made or received in relation to any investment may be subject to tax and you should seek professional advice in this respect.

### **7.3.6 Regulatory risk**

We may need to stop trading in a particular Financial Product or amend the terms upon which we trade with you if there is a change to applicable law or regulation.

## ANNEX 1

### XTX Equity Systematic Internaliser Disclosure

#### 1. Regulatory background

MiFID II prescribes that for shares admitted to trading on a regulated market or traded on a trading venue, investment firms must (except in limited circumstances) trade them on a regulated market, MTF, OTF, non-EU equivalent market or a systematic internaliser (see Article 23 of MiFIR).

A systematic internaliser (“**SI**”) is defined as “an investment firm which, on an organised, frequent, systematic and substantial basis, deals on own account when executing client orders outside a regulated market, MTF or an OTF without operating a multilateral system”.

Subject to certain exceptions and depending on the liquidity classification, for all asset classes, SIs are required to comply with pre-trade transparency and post-trade transparency obligations. These obligations support efficient price discovery around trading activities that take place off trading venues and help promote a level playing field with on-exchange trading. MiFID II also requires SIs to comply with rules relating to quoting (including access to quotes) and pricing.

This Annex 1 sets out our approach to trading as an equity SI including any regulatory disclosures we are required to make. If you have any questions on the content of this Annex, please contact: [SI@xtxmarkets.com](mailto:SI@xtxmarkets.com).

#### 2. XTX as an SI

We are an SI in equities. The universe of equities that we will trade with you as an SI will be available to you on a daily basis via our API connection. This universe may change on a daily basis.

Our MIC is XTXM.

#### 3. XTX’s SI liquidity streams

As an SI, we may offer the following liquidity streams:

- The above standard market size stream (**>SMS**); and
- The standard market size and below standard market size stream (**≤SMS**). Our quote size will be at least 10% of SMS in the **≤SMS** stream.

Please see Paragraph 5 (*Calculating SMS*) below for how we calculate SMS.

We may limit access to our >SMS stream at our absolute discretion and our pricing may differ between clients within this >SMS stream. We may limit access to our ≤SMS stream in accordance with our non-discriminatory commercial policy (see paragraphs 4.3 (*Access to quotes – XTX’s commercial policy*) and 4.5 (*Risk management*) below).

We may also turn off a liquidity stream at our discretion. We have no obligation to provide continuous quotes via our >SMS stream so we may turn this stream off at any time (including intra-day). We may choose not to trade via our ≤SMS stream in respect of a share on a trading day. However, if we start trading with our ≤SMS stream in respect of a share on a trading day, we will continue to provide quotes with the ≤SMS stream for the whole trading day (unless we need to turn off the ≤SMS stream in accordance with Paragraph 4.6 (*Withdrawing quotes*) below).

Where you access our >SMS stream, we are permitted to disapply the requirements of Articles 14 to 17 of MiFIR.

**The disclosures set out at Paragraph 4 (*≤SMS stream disclosures*) apply only to any *≤SMS streams*.**

#### **4. *≤SMS stream disclosures***

##### **4.1 Trading hours**

Our SI will be open for business on business days during standard market hours.

For these purposes:

- (a) a business day is any day that banks are usually open for business in London, being all days except Saturdays, Sundays and bank holidays; and
- (b) standard market hours are the continuous trading hours of the most relevant market in terms of liquidity for the relevant equity.

##### **4.2 Public availability of SI quotes**

For liquid securities, we make our SI quotes available to the public. Currently Cboe Europe Limited is the only approved channel by which we make our SI quotes public.

ESMA publishes the liquidity status for each share. Please see Paragraph 8 (*ESMA data*) below for how we use the ESMA data.

##### **4.3 Access to quotes – XTX’s commercial policy**

MiFID II permits SIs to decide the clients to whom they give access to their quotes. We only permit clients who are eligible counterparties to access our executable quotes. In addition, we only trade with clients who satisfy our general on-boarding procedures, including in respect of all anti-money laundering or KYC checks.

We may stop trading with you if you recycle our quotes and represent them as your pricing or if you use our quotes to derive your pricing (in each case, unless this has been expressly disclosed and agreed with us). We may conduct checks on how you use our quotes. We may stop trading with you if any of the exceptional circumstances set out in Paragraph 4.7 (*Withdrawing quotes and risk management*) apply.

We may refuse to enter into or discontinue a relationship with a client on the basis of commercial considerations including the client credit status, the counterparty risk, legal or regulatory risk, technology or infrastructure considerations, and the final settlement of the transaction.

##### **4.4 Order types**

Only limit orders will be accepted.

##### **4.5 Risk management**

MiFID II permits SIs to limit the number of transactions they undertake to enter into in certain circumstances for the purpose of risk management.

We will limit (in a non-discriminatory way) the Number of Transactions with you in order to limit our risk exposure to you. Such limits will be set for each client and will be agreed between us before we start trading.

We manage our risk on a firm-wide basis including trading proprietarily on-exchange and via our SI. For these purposes, we may limit (in a non-discriminatory manner) the Number of Transactions we



enter into in respect of a particular security. This risk limit will be set at a firm-wide level and will apply across all clients.

We limit the Number of Transactions we will enter into at a published quote across different clients. Article 17(2) of MiFIR only permits us to place such limits where the number and/or volume of orders sought by clients exceeds “the norm”, meaning that XTX would be exposed to undue risk. We expect that for us “the norm” is one client order in respect of a published price. To the extent we do receive more than one order in respect of a published price we will give chronological priority based on the time we receive the orders.

Notwithstanding any other statement in this Annex, we will not execute quotes with a client if legal or regulatory restrictions or sanctions prevent us from doing so. In these circumstances XTX may continue to make its quotes public but will reject any orders from clients that are subject to applicable regulatory or legal restrictions.

For the purposes of this Paragraph 4.5 (*Risk Management*) “Number of Transactions” refers to our internal risk limits based on our GBP open position with you.

#### **4.6 Updating quotes**

We may update our quotes at any time. However, all our updated quotes are the consequence of, and consistent with, our genuine intention to trade with our clients in a non-discriminatory manner.

#### **4.7 Withdrawing quotes and risk management**

We may withdraw our quotes and stop quoting – either in respect of a particular share or across all our trading – if exceptional market circumstances exist. This would include where:

- (a) The trading venue where the share was first admitted to trading or the most relevant market in terms of liquidity:
  - (i) halts trading in that share; or
  - (ii) suspends market making obligations; or
- (b) A regulator prohibits short selling in the relevant instrument.

In addition, we may withdraw our quotes and stop quoting if our ability to maintain prudent risk management practices is prevented by:

- (a) Technological issues, including problems with a data feed, other system or drop copies;
- (b) Risk management issues relating to regulatory capital, margining or access to clearing or settlement; or
- (c) Any applicable legal or regulatory restriction.

Prior to withdrawing our quotes, we may choose to widen our quotes in order to manage our risk.

#### **4.8 Minimum quote size**

Our minimum quote size will be 10% of SMS. See Paragraph 5 (*Calculating SMS*) below for a description of how we calculate SMS.

**4.9 Price**

Our prices shall reflect the prevailing market conditions for the share. Our price will be close in price, at the time of publication, to quotes of equivalent sizes for the same share on the most relevant market in terms of liquidity.

Please see Paragraph 9.2 (“*Firm Quotes*”) for detail on the price at which we will execute your trade requests.

We will not fill an order which is larger than the size of our quote.

**4.10 Tick size regime**

We comply with the minimum tick size regime as applies for regulated markets. Under the tick size regime a minimum tick size will apply to a share. The tick size is determined based on the average daily turnover (**ADT**) for that share and the share’s price. See the Annex to ESMA’s RTS 11 for detail on the tick size bands.

ESMA publishes the ADT for each share. Please see Paragraph 8 (*ESMA data*) for how we use the ESMA data. For the purpose of applying the price criteria, we will take our latest price for a share. This means that a share may move into a different tick size band intra-day depending on price movements.

**5. Calculating SMS**

Whether or not certain requirements of MiFID II apply to our SI quotes depends on whether the size of the order is above or below the standard market size (**SMS**) for that share.

For liquid shares, ESMA publishes the SMS for each share. This Paragraph 5 (*Calculating SMS*) therefore only applies to liquid shares (as defined by ESMA). Please see Paragraph 8 (*ESMA data*) below for how we use the ESMA data.

For illiquid shares we will quote at any size we determine for that instrument. All streams for illiquid shares will be >SMS streams as ESMA does not publish the SMS for illiquid instruments meaning it is not possible to quote at “SMS” or below.

For each share, SMS is established on the basis of the average value of transactions (**AVT**) (in Euros), as specified below:

Average value of transaction (EUR)	AVT < 20k	20k ≤ AVT < 40k	40k ≤ AVT < 60k	60k ≤ AVT < 80k	80k ≤ AVT < 100k	100k ≤ AVT < 120k	120k ≤ AVT < 140k	Etc
SMS	10k	30k	50k	70k	90k	110k	130k	Etc.

As we quote a number of lots (rather than a Euro value) and may quote in a currency other than Euros, we will calculate whether an order is above or below SMS as follows set out below. We also build in a tolerance in our calculations of the relevant order size to qualify for the >SMS stream.

**5.1 FX conversion**

Where the instrument is denominated in a currency other than Euros, we need to convert the AVT to Euros to apply the above SMS thresholds. RTS 1 does not specify the conversion rates to apply.

In the absence of further guidance, we have considered the requirements in respect of non-equity instruments (Article 13(8) or RTS 2) which specifies that “where the trade size... is expressed in monetary value and the financial instrument is not denominated in Euros, the trade size shall be converted to the currency in which that financial instrument is denominated by applying the European Central Bank Euro foreign exchange reference rate as of 31 December of the preceding year”.

We therefore carry out any Euro conversions at the ECB Euro FX rate as of 31 December of the preceding year (the **ECB Rate**). To the extent movements in the currency markets cause there to be a large divergence (as determined by us) between the ECB Rate and the current spot rate for that currency, we may update the FX rate we use for the purpose of this FX conversion to the current spot rate. We will notify you if we change the FX rate from the ECB Rate to the current spot rate and the FX rate we will now apply for the purpose of this calculation.

## 5.2 Number of shares

RTS 1 does not specify how we convert the monetary value of SMS into a quantity of shares (i.e. the number of lots offered).

We use the XTX mid price. Our mid price is based on each security’s primary market closing price and will be updated each day.

## 5.3 The calculations

**5.3.1 >SMS stream:** the minimum order size will be XTX’s calculation of SMS plus a tolerance.

**Number of shares to qualify for the above SMS stream = applicable SMS threshold / ((XTX mid price \* 99%) \* FX rate from share currency to EUR)**

**5.3.2 ≤SMS stream:** the minimum order size will be 10% of SMS. Any orders which do not qualify for the >SMS stream will fall into the ≤SMS stream.

## 6. Order sizes

You may enter an order against our quotes at a smaller quantity to that offered by us (a “**Smaller Order**”).

### 6.1 >SMS streams

In these streams, quotes will be above SMS. A Smaller Order will only be accepted if the resulting trade is still above SMS (as determined by XTX in accordance with the methodology set out at Paragraph 5 (*Calculating SMS*) above).

### 6.2 ≤SMS streams

In these streams, quotes will be at or below SMS. We will only accept orders smaller than the number of shares required to qualify for the >SMS stream. The minimum size quote will be 10% of SMS (as determined by XTX in accordance with the methodology set out at Paragraph 5 (*Calculating SMS*) above). XTX will accept a Smaller Order even if that results in a trade which is below 10% of SMS.

### 6.3 Partial fills

There will be no partial fills.

## 7. Post-trade transparency

Where required, we make public the volume and price of transactions we enter into on our SI via an Approved Publication Arrangement (**APA**) selected by us from time to time. Currently TRADEcho is the only approved channel by which we carry out our post-trade transparency obligations.

This paragraph applies unless we have agreed otherwise with you in writing. We make public the post-trade disclosure obligations under Article 20 of MiFIR for all transactions executed on our SI. You acknowledge that for trading undertaken on our SI you are acting in the capacity of our client and, to the extent you are also registered as an SI in a share, you are not acting in the capacity as an SI. You agree that you will not make public any transaction you enter with us on the SI to avoid any duplication of reporting.

## 8. ESMA data

To determine:

- whether a share is liquid or illiquid;
- the standard market size for a share; and
- the average daily turnover (**ADT**) of a share in order to determine the applicable tick size,

we are required to use data published and maintained by ESMA.

Prior to trading each day, we download the latest ESMA data from the ESMA website (<https://www.esma.europa.eu/policy-activities/mifid-ii-and-mifir/transparency-calculations>). If this data is not available on a given date, we will use the most recently published data.

If the liquidity status, SMS or ADT has never been published for a share, we will assume that there is no liquid market for the share and will therefore treat the equity as an illiquid instrument. For illiquid shares SMS is not applicable. This approach is endorsed by ESMA at Q&A 3 of Section 3 of ESMA's Questions and Answers on MiFID II and MiFIR transparency topics.

If the ADT is not published for a share on a given date, we will take the last ADT published by ESMA.

Where a corporate action occurs (for example, a re-name), we will use reasonable endeavours to apply the applicable data to that share. However, where this is not possible, we will cease to trade that share on our SI.

## 9. Quotes and orders

### 9.1 Client "Orders"

For the purpose of this Annex 1, the term "order" should be construed as a "trade request". You have requested that we provide a stream of quotes to you and we will provide quotes to you; where you wish to trade at a given price, you may submit a "trade request" (or "order") to us. We will then confirm whether your trade request has been accepted (in the manner set out in Paragraph 1.2.3 (*Reports*) in the Regulatory Client Disclosures).

We have no obligations in respect of order handling. If we receive an order and are not able to execute it at prevailing market conditions, we will not execute your order. We will not re-route your order to any regulated market or other trading venue and will take no further action in respect of your order. You expressly waive any obligation on us to take any measures to facilitate the earliest possible execution of such order.

### 9.2 "Firm quotes"

All our quotes are “firm”: we have a genuine intention to trade at the price we quoted to you at that time.

Prior to accepting your trade request we will carry out a risk control to (i) ensure that the trade request is within the credit, settlement and other operational limits to which our trading is subject to; and (ii) compare the price at which the trade request is made with our then current price.

These checks are applied as soon as your trade request is received by our systems (which may incur a varying delay depending on your technology, the location of our matching engine and the network connectivity between us). Your trade request is not subject to any additional holding period or delay before the checks are applied.

In respect of the price check, due to the speed at which we may update our pricing, there may be times where you are requesting to trade at a price which has now been updated.

TIME →	T	T+1	T+2	T+3
<b>Orders, quotes and trades</b>	XTX provides “firm” quote at Price 1	XTX updates pricing so new “firm” quote is sent at Price 2	XTX updates pricing so new “firm” quote is sent at Price 3	XTX updates pricing so new “firm” quote is sent at Price 4
			Client sends trade request to trade at Price 1	XTX receives client’s request to trade and as soon as technically possible, performs risk check and price check

As the above shows, we have quoted four prices between time T and time T+3. Each of these prices reflect our intention to trade at that price at that time. However, due to latencies, you may only be able to submit your trade request in respect of our Price 1 at time T+2 when our prevailing price is now Price 3. We only receive the trade request at time T+3 when our prevailing price is now Price 4.

When you submit a limit order to us, you are requesting to trade with us at the price published (Price 1) at the time you receive our quote (T+2). Where we have not updated our pricing between T and T+3 or where there have been price updates but Price 1 and Price 4 are still the same, we will fill your trade request at the price in your trade request (Price 1), subject to applicable risk checks.

Where we have updated our pricing and Price 1 and Price 4 are not the same, we may still fill your trade request at Price 1, provided Price 1 is within our price tolerance (compared to our then prevailing price (Price 4)). We may, in our discretion, agree with you in advance a different acceptance logic in order to reflect your trading objectives and depending on whether we are quoting a <SMS or >SMS stream to you.

We will reject your trade request if the size of your trade request exceeds the size of our quote (see Paragraph 6.3 (*Partial fills*) which confirms we will not accept partial fills).

**10. XTX’s trading**

**10.1 Managing risk**

In respect of any share, we may:

- Trade as an SI; and

- Enter into other transactions in that share on a regulated market or trading venue in a principal capacity.

In relation to our SI activities, we also enter into transactions in order to source liquidity, as part of our own trading activity and in order to manage our risk. Such transactions may impact the prices that we offer you. Although trades are given up to our prime broker for clearing and settlement at the end of the day, we trade in a principal capacity when dealing with you and our prime broker does not act as agent or in any other advisory capacity.

### **10.2 Discretion over pricing**

In respect of our >SMS stream, we have absolute discretion to determine the price that we provide to you. We may also provide different pricing to different clients, at our discretion.

### **10.3 Use of information**

We understand that the confidentiality and security of your information is paramount and we have reasonable controls in place to ensure such information is protected. Other than where it is aggregated and anonymised with other counterparty data, your information will remain confidential within XTX and shall only be disclosed externally where required by applicable law, rules or regulation, upon request from any court of competent authority or any regulator or as otherwise agreed by you.

In line with market practice and to ensure that we can provide you with competitive pricing, we may use your identity and observed transaction execution characteristics to determine how we manage our risk. This means that we will have the ability to tailor our risk management strategy to your transaction execution characteristics.

We will never use information in relation to your unexecuted orders or rejected trade requests in order to deal on our own account or use it as an input in our pricing. Only once we have executed a trade with you is information on our trade with you managed in conjunction with our other proprietary trading activity. We may only use your information in relation to unexecuted orders or rejected trades for the purposes of optimising your trading with us on our SI.