

CLARKSONS FUTURES LIMITED

REGULATORY NOTIFICATION LETTER

1. Introduction

- 1.1 This Regulatory Notification Letter ("**Letter**") applies to a prospective or current Customer of Clarkson's Futures Limited ("**the Company**" or "**CFL**"), whereby CFL acts as a voice broker in OTC cleared markets from its London office and through its branches in Dubai, Geneva and Singapore.
- 1.2 The purpose of this letter is to provide you with information regarding the Company's regulatory responsibilities and should be read in conjunction with the Company's Terms of Business, Broking Conduct and Practices Guide and Order Execution Policy each available on our website: <https://www.clarksons.com/futures-legal-and-regulatory-downloads/>
- 1.3 The Company is subject to a Privacy Policy which is available here: <https://www.clarksons.com/privacy-policy/>
- 1.3 Any capitalised terms used in this Letter shall have the same meaning as set out in section 8 of this document.

2. Regulation

- 2.1 CFL is authorised and regulated by the FCA under FRN 179391.
- 2.2 In this Letter, any reference to any enactment shall include references to any statutory modification or re-enactment thereof or to any Applicable Regulation or order made under such enactment (or under such a modification or re-enactment).
- 2.3 If you ask us to arrange a Transaction in respect of certain financial instruments, we will assume that you have the necessary experience and knowledge in order to understand the risks involved in relation to the relevant investments and related services as a sophisticated and professional market participant.
- 2.4 We are not permitted to hold any money or other assets on behalf of our Customers. Therefore, we will not hold any "client money" or "client assets" as contemplated under the CASS section of the FCA Rules.
- 2.5 To comply with Applicable Regulations relating to financial crime, we are required to perform AML/KYC due diligence on our Customers which will involve you providing relevant information as part of our onboarding assessment and ongoing reviews to mitigate financial crime risk.
- 2.6 Our services are provided to Customers that are Professional Clients or Eligible Counterparties irrespective of their place of residence.

3. Conflicts of Interest

- 3.1 When we arrange a Transaction for you, we, an Associate or some other person connected with us may have an interest, relationship or arrangement that is material in relation to the Transactions, investments or service concerned. CFL is committed to identifying any such conflicts and managing them. In particular:
- we or one of our Associates may provide investment services to prospective Counterparties whose interests may be in conflict or competition with your interests; and
 - we may receive commission payments both from you and the Counterparty with respect to a Transaction.
- 3.2 CFL has established procedures which are designed to identify and manage such conflicts. These include arrangements to safeguard the interests of Customers. Our conflicts of interest policy sets out the actual and potential conflicts of interest which affect our business and details of how these are managed.
- 3.3 Where a conflict of interest or potential conflict of interest exists, we shall ensure that such Transaction is arranged on terms which are not materially less favourable to you than if the potential conflict had not existed. We shall comply with the FCA Rules, but we shall be under no further duty to disclose any such conflict to you.
- 3.4 We have implemented measures to ensure that CFL's business areas operate independently of each other so that your interests are appropriately safeguarded. This includes appropriate information barriers between our departments where conflicts may arise.
- 3.5 We also have a duty to ensure that the Customer's interests take precedence over CFL's interests or over the interests of persons with direct or indirect control over of CFL.
- 3.6 Neither we nor any Associate shall be liable to account to you for or to disclose to you any profit, charges or other remuneration made or received by us or any Associate from, or by reason of, any Transaction.
- 3.7 We do not have any arrangements in place which involve us paying or accepting any fee or commission or providing or receiving any non-monetary benefit from or to any person other than in connection with our Services provided under the Terms of Business. Should we enter into such arrangement, we will provide you with the relevant details in accordance with Applicable Regulation.

4. Investment Services

- 4.1 We assume that as a sophisticated and professional investor that you have the necessary experience and knowledge to assess the risks in any Transactions which we arrange for you.
- 4.2 We shall assume that information about your personal and financial circumstances, knowledge and experience provided from you to us is accurate and we will have no responsibility to you if such information changes or becomes inaccurate unless you have informed us of such changes.
- 4.3 We will not provide any investment services other than as provided for in the Terms of Business and in line with any Applicable Regulations. For the avoidance of doubt, we will not provide any legal, tax or accounting advice and we shall not at any time be deemed to be under any duty to provide legal, tax or accounting advice.

5. Complaints

We have implemented arrangements for handling complaints fairly and promptly. If you wish to submit a complaint about CFL, please contact CFL by post or email as follows:

By post:

Attention: Head of Compliance & MLRO

Clarksons Futures Limited

Commodity Quay

London E1W 1BF

United Kingdom

or

By email:

futurescompliance@clarksons.com

6. Trade Instructions

- 6.1 We record telephone conversations relating to your trading interests that may result in a Transaction. This is to ensure that the material terms of the Transaction and any other material information relating to the Transaction is promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of the instructions given. Our telephone conversations may not provide a warning tone in advance.
- 6.2 Trade instructions given by you via e-mail or other electronic means will constitute evidence of your trading interest or instructions. Your communications with us are recorded in line with our record-keeping and compliance monitoring obligations.
- 6.3 We may act on telephone instructions before receipt of any written confirmation and such records of telephone conversations shall be conclusive evidence of such trade instructions.

7. Communication

- 7.1 You may communicate with us about this Letter in writing by email or telephone at futurescompliance@clarksons.com or +44(0)207 334 4811.
- 7.2 Any notice or other communication may be transmitted to you electronic form (this includes communicating through any relevant Trading System) except where otherwise stated or as required by applicable regulations. Except where otherwise stated, the language of communication shall be in English, and you will receive documents and other information from us in English.

8. Singapore Branch

- 8.1 CFL operates a registered branch in Singapore ("**Singapore Branch Office**") (ACRA registration number T15FC0125J) having its business at #29-01, Asia Square Tower 2, 12 Marina View, Singapore 018961. The Singapore Branch office operates under a Capital Markets Services License ("**CMS**") from the Monetary Authority of Singapore ("**MAS**").
- 8.2 Where the Singapore Branch Office offers services under the CMS License you represent and warrant at all times for so long as you have a relationship with us that you are an Accredited Investor, Expert Investor or Institutional Investor as defined under the SFA.
- 8.3 The Singapore Branch Office is subject to the "Cross-Border Exemption Regulation" which enables foreign offices ("**FO**") of a CMS holder (in our case the Singapore Branch Office) from the requirement to comply with the conduct of business requirements of the SFA, and its subsidiary legislation, where they carry on an SFA regulated entity together. The FOs for the purpose of this provision are CFL (the parent undertaking of the Singapore Branch Office) and the Dubai and Geneva branches of CFL, and potentially other branches that may be established by CFL over time.

As a result of this exemption, some or all parts of the broking services provided to Singapore customers may be conducted by the Singapore Branch Office or its FOs. While our FOs are regulated in the jurisdictions where they operate, the regulations in their respective jurisdictions may not be identical to Singapore regulations. Furthermore, representatives of our FOs act on behalf of the FO (and not the Singapore Branch), and are not required to be registered representatives in Singapore and are not subject to MAS regulation or oversight. Accordingly, you may not have the same protection as you would have under Singapore regulations if you are serviced by an FO.

9. US Business

- 9.1 CFL is registered as an Introducing Broker under the US National Futures Association.
- 9.2 CFL may only provide its services to US Customers that are Eligible Contract Participants. Accordingly, if you are a US Customer, you represent and warrant for so long as you have a relationship with us that you are an Eligible Contract Participant.

10. Australia

- 10.1 As a member of ICE Futures Europe, CFL is required to make the following disclosure to prospective Australian clients should they wish to trade ICE Futures Europe contracts. Please refer to [Circular 10/016](#) and for the relevant disclosure, [Circular 10/016 attachment](#).

11. Definitions

“**Accredited Investor**” means a person defined in section 4A(1)(a) of the SFA;

“**Applicable Regulations**” means the FCA Rules or any other rules of a relevant regulatory authority and all other applicable laws, rules, procedures, guidance, codes, standards and regulations (including, without limitation, accounting rules and anti-money laundering/sanctions legislation);

“**Associate**” means any other person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. Control means control as defined in section 840 of the Income and Corporation Taxes Act 1988;

“**Banking Day**” means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the UK where the Company is registered (section 1173(1), Companies Act 2006);

“**CCP**” means being a central clearing facility associated with a Recognised Exchange;

“**CFL**” means Clarksons Futures Limited, “we”, “us” or “our”;

“**Counterparty**” means a Third Party which may wish to enter into such a Transaction with you;

“**Cross-Border Exemption Regulation**” means the Singapore Securities and Futures (Exemption for Cross-Border Arrangements) (Foreign Offices) Regulations 2021;

“**Customer**” “means you, your and yourselves in your capacity as the contracting entity identified by CFL;

“**Eligible Contract Participant**” means a person defined in section 1a(18) of the US Commodity Exchange Act;

“**Eligible Counterparty**” means a person that meets the definition under COBS 3.6.1 of the FCA Handbook;

“**Expert Investor**” means a person within the meaning as defined in section 4A(1)(b) of the SFA;

“**Institutional Investor**” means a person as defined in section 4A(1)(c) of the SFA;

“**FCA**” means Financial Conduct Authority or its successor entity. The FCA’s registered office is 12 Endeavour Square, Stratford Cross, London E20 1JN, UK;

“**Professional Client**” means a Customer at meets the definition under COBS 3.5.1 of the FCA Handbook or any successor provision;

“**Recognised Exchange**” refers to an exchange where CFL is registered as a member including, but not limited to CME, EEX, ICE and SGX;

“**Services**” means all services which Broker shall perform or cause to be performed in accordance with CFL’s Terms of Business;

“**SFA**” means the Singapore Securities and Futures Act 2001 (“SFA”);

“**Transaction**” means proposed trades and trades in any derivative products and other trade related financial instruments;

“**Third Party**” means any party other than Company and Broker;

“**Trading System**” means a trading system such as an exchange, multilateral trading facility, organised trading facility or relevant CCP.