

## **Turquoise Global Holdings Europe B.V. (“Turquoise”) Liquidity Provision Scheme on the Turquoise Lit™ Order Book (the “Scheme”)**

### **Nominated Clients Declaration**

Any Trading Member that wishes to include a Nominated Client in the Scheme must provide Turquoise with the declaration in the form set out below. A separate declaration must be completed for each Nominated Client.

This declaration should be signed, scanned and sent by email to [sales@tradeturquoise.com](mailto:sales@tradeturquoise.com) by 16:00 Amsterdam time on the last business day of the calendar month in order to qualify for the Scheme in the calendar month immediately following.

Where a Nominated Client of the Trading Member is no longer to be included in the Scheme, the Trading Member must inform Turquoise by email to [sales@tradeturquoise.com](mailto:sales@tradeturquoise.com) by 16:00 Amsterdam time on the last business day of the calendar month prior to the calendar month that the Nominated Client should no longer be included in the Scheme.

Trading Members are reminded that they retain ultimate responsibility under Turquoise rulebook for all trading activity carried out by their Nominated Clients.

For the purposes of this document and this declaration, references to the following terms shall have the following meanings:

**“Nominated Client”** means the legal entity:

- which is an end-user of Turquoise’s trading services; and
- for which a Trading Member has submitted the attached declaration to Turquoise.

A Nominated Client may also be a Trading Member

**“Nominated Client Order”** means an order which meets all of the following conditions – such order:

- is solely generated from the firm’s own capital with no related clients orders; and
- has originated directly from the Nominated Client to whom the attached declaration relates; and
- is sent via the Trader Group(s) (FIX)/Comp ID(s) (Native) identified by the Trading Member in the attached declaration, and all orders sent via such Trader Group(s) (FIX)/Comp ID(s) (Native) comprise only of instructions from such Nominated Client; and
- must be placed:
  - in one tranche on the same day, at the same time and at the same price (that is, an order for a security may not be placed by way of a series of different orders on different days and/or at different times and/or for different prices); and
  - immediately after receipt of the instruction from such Nominated Client; and
- is the direct result of an instruction by such Nominated Client to the Trading Member to either:
  - buy or sell securities on behalf of such Nominated Client; or
  - to open or close a CFD or other derivative position for such Nominated Client.



**“Trader Group(s) (FIX)/Comp ID(s) (Native)”** shall have the meaning set out in the TQ201 – Issue 3.4.4A – Trading Gateway (FIX 5.0) and TQ301 – Issue 3.5.6 A – Trading Gateway (Native) in the Turquoise document library (or more up to date version).

Trading Members may specify either one or a group of Trader Group(s) (FIX)/Comp ID(s) (Native) in the attached declaration provided that such Trader Group(s) (FIX)/Comp ID(s) (Native) may only comprise orders made by the same Nominated Client.

Once the attached declaration has been submitted, any Nominated Client Orders sent under the specified Trader Group(s) (FIX)/Comp ID(s) (Native) will be used for the purposes of calculating the applicable tariff for those Nominated Client Orders as set out in the Turquoise Tariff Schedule (until the Trading Member requests that the Trader Group(s) (FIX)/Comp ID(s) (Native) are removed or amended via the email address above or until otherwise notified by Turquoise).

For the Nominated Client to qualify for the Scheme in a calendar month, please refer to **Turquoise Lit™ Liquidity Provision Scheme** form available in the Turquoise document library. Subject to meeting the terms of the Scheme, Trading Members will then receive the applicable incentive as set out in the Turquoise Tariff Schedule for such Nominated Client Orders. It is required that the incentive will be passed on by Trading Members to the Nominated Client.

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To: Turquoise Global Holdings Europe B.V. (“**Turquoise**”)

Dear Sirs

Trader Group(s) (FIX)/Comp ID(s) (Native):	
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We hereby declare, for the purposes of qualifying for the Scheme, that any order sent through the above Trader Group(s) (FIX)/Comp ID(s) (Native) is a Nominated Client Order and that the Scheme incentive will be passed to the Nominated Client.

We also accept and agree to the terms set out in the document above this declaration.

We acknowledge that Turquoise reserves the right to carry out verification of the Firm's activity in relation to this declaration to confirm qualification for the Scheme, including visits to the Firm's offices and/or premises for this purpose on 5 business days' notice. We shall also allow Turquoise and its agents and employees to have access to, and to inspect our (and, if relevant, our Nominated Client's) accounts, records and other documents and permit Turquoise to take copies for this purpose.

We agree that if Turquoise concludes in its sole discretion, either through a verification visit or otherwise, that:

- any trading activity related to this declaration should not have qualified for the Scheme or any part of the Scheme; and/or
- any purported Nominated Client Order related to this declaration does not, in fact, meet the requisite criteria for a Nominated Client Order,

Turquoise reserves the right to withdraw the Scheme for any/all executions related to this declaration and to add to the Firm's future monthly invoice such amount as reflects the fees which would have been payable by the Firm had the Scheme not been applied to trading activity related to this declaration, together with interest at the rate of 3% over the HSBC Bank plc base lending rate calculated on a daily basis, such interest to be compounded at the end of each calendar month, commencing on the due date and continuing until fully paid.

Turquoise reserves the right to amend or withdraw the Scheme at its sole discretion.

This declaration shall be governed by Netherlands law.

Yours faithfully

for and on behalf of

[Member Firm] (“we”, “our”, the “Firm”)

Date: [                      ]