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Conventional Name - Company Name

Cornèr Banca SA
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Terms for FIX API Trading with Cornèrtrader

Full Name/Company Name (hereinafter "User")

Street No.

ZIP, Town

Country

1. The service FIX API Trading provides direct trading access to Saxo Bank A/S, Denmark (service provider of Cornèrtrader; hereafter **Saxo Bank**) instead of using the normal services offered on the on-line Graphic User Interface (Cornèrtrader Platform). The FIX API Trading requires the User to establish a direct connection to the electronic addresses of Saxo Bank through a Financial Information Exchange Protocol Application Programming Interface (**FIX API**) provided by Saxo Bank.
2. The User, which holds or manages trading accounts with Cornèrtrader (either User's own accounts or accounts of other clients; hereinafter "**Underlying Clients' Accounts**"), would like to place trading orders via application programming interfaces (API), including any post trade APIs, provided by third parties or by the User itself (collectively "**Third Party Software**") and to have the trades executed through Saxo Bank as a broker, whereby such trades shall be finally booked on the Underlying Client's Accounts at Cornèrtrader.
3. The User shall indicate in writing to Cornèr Banca for which Underlying Clients' Accounts the service FIX API Trading shall be activated.
4. The User understands and acknowledges that Third Party Software (if any), not being an integrated part of the execution and accounting infrastructure provided by Cornèrtrader, is used as an execution tool only. The User understands and acknowledges therefore that differences may exist between the data output on the Third Party Software as compared to the data output on the Underlying Clients' Account details with Cornèrtrader. For avoidance of doubt, only the account details available on the Cornèrtrader platform shall be relied upon for trading related computation or valuation purposes.
5. Further, the User understands and agrees that all trades executed via FIX API Trading are subject to Saxo Bank's applicable Rules of Engagement for FIX API trading. The User receives a copy of the Rules of Engagement after having signed these Terms. Moreover, the User acknowledges that Saxo Bank reserves the right to amend the Rules of Engagement from time to time. In such case Saxo Bank will provide the User with the amended Rules of Engagement.
6. The User shall be solely responsible, liable and assume all risks for its use of, or inability to use, the Third Party Software and/or any other system or software that the User utilizes in connection with the FIX API Trading. Furthermore, the User shall hold Cornèr Banca and Saxo Bank harmless for any and all claims raised by Underlying Clients linked to the use of the FIX API Trading.
7. The User understands and acknowledges that – also in connection with orders placed through FIX API - the processing of any instruction or to enter into a contract may be declined, including by way of give-in or otherwise, at Cornèr Banca's executing agents' (as the case may be) sole discretion.
8. User agrees to pay a minimum brokerage fee of USD 5,000 each month per FIX API Trading connection (hereafter "**Minimum Brokerage Fee**"). For the purpose of the calculation of the Minimum Brokerage Fee, the brokerage fees charged on the Underlying Clients Accounts notified and approved for FIX API Trading, shall be deducted from the Minimum Brokerage Fee. If the total brokerage fees do not reach the Minimum Brokerage Fee in each month Cornèr Banca will charge to User the difference between the total monthly brokerage fees charged to the Underlying Clients' Accounts and the Minimum Brokerage Fee (e.g. if the total brokerage fees charged to the Underlying Clients Accounts notified and approved for FIX API Trading amount to USD 3,800 for a specific month, Cornèr Banca will charge USD 1'200 to User for that month).
9. The User acknowledges that Cornèr Banca does not have any influence or knowledge about the orders placed through FIX API since such orders are not placed on the Cornèrtrader Platform. Cornèr Banca shall not be responsible for any damage caused by or connected to the use of FIX API Trading.
10. Technical and trading-related Service & Support will be rendered to the User by Saxo Bank's Electronic Trading Client Support (ETCS) team. The User herewith agrees that in order to receive such services, Saxo Bank will need knowledge about personal data of the User, including but not limited to his identity and account information, which might be disclosed either directly by the User or by Cornèr Banca. For this purpose the User explicitly releases Cornèr Banca from the banking secrecy according to article 47 of the Swiss Federal Law on Banks and Savings Banks. Where an affiliate of the Saxo Group has knowledge about the personal data of the User, the latter shall within the borders of the applicable mandatory local law observe all applicable provisions relating to the secrecy of bank customer data as protected by article 47 of the Swiss Federal Law on Banks and Savings Institutions.
11. The User accepts that the Cornèr Banca may share Confidential Information about the User with other entities within Cornèr group for the purpose of enabling such other entities to assist in providing the services offered to the User under these Terms. Such other entities shall be subject to equivalent requirements for treating Confidential Information as Cornèr Banca.
12. These Terms can be terminated by User or by Cornèr Banca at the end of each month with not less than 10 days prior written notice. For the avoidance of doubt, the User agrees that the Minimum Brokerage Fee is due until the end of the termination period.
14. The Terms for FIX API Trading with Cornèrtrader will take effect from the date of being signed by the User. To the extent that General Terms and Conditions for Cornèrtrader are not contrary to the above, they shall be fully applicable to the FIX API Trading as well.
15. These Terms shall be construed under Swiss law. Place of Jurisdiction is Lugano.

Place and date

Full Name - Company Name - Signature

Place and date

Full Name - Company Name - Signature

Place and date

Full Name - Company Name - Signature