



Goldman Sachs International
General Terms and Conditions for Indirect Clearing
GSI as “Direct Client”

1. Introduction

Goldman Sachs International (hereinafter referred to as “we”, “us”, “our” or “GSI”) is not a direct clearing member at certain EU CCPs in respect of certain or all services relating to listed derivatives (each EU CCP, an “**Affected CCP**”, and such services the “**Affected CCP Services**”). For these Affected CCP Services, GSI uses another clearing broker, which may be a third party or an affiliate of GSI, to clear transactions for your account (each, a “**Clearing Broker**”).

These arrangements constitute indirect clearing services as contemplated in (1) Commission Delegated Regulation (EU) 2017/2154 of 22 September 2017 supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards on indirect clearing arrangements; and, following the expiry of the agreed transition period between the European Union (**EU**) and the United Kingdom (**UK**), (2) the corresponding on-shoring of such regulation on indirect clearing arrangements, as may be amended, into UK domestic law under the European Union (Withdrawal) Act 2018 (as amended). Together, (1) and (2) are the “**Indirect Clearing Regulations**”.

As a ‘direct client’ that provides indirect clearing services in respect of listed derivatives at Affected CCPs pursuant to the Indirect Clearing Regulations, we are required to publicly disclose the general terms and conditions under which we provide those services (the “**Direct Client General Terms and Conditions**”). This document is intended to provide that information to new and existing clients and should be read in connection with the information set out in the Goldman Sachs International Direct Client Disclosure Document (the “**GSI General Direct Client Disclosure**”), as well as the additional information we may provide in respect of the Clearing Brokers and Affected CCPs we use when providing indirect clearing services to you.

Disclosure concerning our costs for providing indirect clearing services in circumstances where GSI acts a client under the Indirect Clearing Regulations can be found in the Annex.

The information set out in this document is general in nature, and in all cases the indirect clearing services we provide to you are subject to detailed legal documentation.

2. Scope of indirect clearing services offered for listed derivatives where GSI acts as “direct client”

As of the date of this document, GSI uses the Affected CCPs, Affected CCP Services and Clearing Brokers set out in the table below:

Affected CCP	Affected CCP Service	Clearing Broker(s)
ICE Clear Europe Limited	Energy Contracts* only	Goldman Sachs & Co. LLC
Athens Exchange Clearing House (“Athens CCP”)	All services	Eurobank Ergasias S.A.

Affected CCP	Affected CCP Service	Clearing Broker(s)
KDPW_CCP S.A. (" Warsaw CCP ")	All services	Erste Group Bank AG and Erste Securities Polska S.A.
KELER CCP Central Counterparty Ltd. (" Budapest CCP ")	All services	Erste Group Bank AG and Erste Befektetési Zrt.

* "Energy Contracts" constitute those contracts with IFEU or IFED as their Market Identifier Code (or "MIC")

As of the date of this document, by the end of November 2020, the Affected CCPs, Affected CCP Services and Clearing Brokers for GSI will expand, as set out in the table below:

Affected CCP	Affected CCP Service	Clearing Broker(s)
BME Clearing, S.A.U	All services	Goldman Sachs Bank Europe SE (" GSBE ")
Cassa di Compensazione e Garanzia S.p.A.	All services	GSBE

The Indirect Clearing Regulations require GSI to provide you with the option of two indirect client accounts at the Clearing Broker – a "standard" or "basic" omnibus indirect client segregated account (a "**Standard OSA**") and a gross omnibus indirect client segregated account (a "**Gross OSA**"). However, where GSI's indirect clearing arrangement for an Affected CCP includes more than one Clearing Broker (as is the case for Warsaw CCP and Budapest CCP), the Indirect Clearing Regulations require GSI to offer you only a Standard OSA. In addition, depending on the identity of you and your own clients, GSI's indirect clearing arrangements at Athens CCP, Warsaw CCP and Budapest CCP may be impermissible "long chains" under the Indirect Clearing Regulations; if this is the case, we cannot clear positions for your own clients at those Affected CCPs. For any other Affected CCP Services, the Indirect Clearing Regulations require GSI to provide only a Standard OSA in respect of positions you are clearing for your own clients.

Where you have not indicated to us which type of indirect client account you would like to use within a reasonable time, we will ask the relevant Clearing Brokers to manage your positions and related margin in a Standard OSA. Our doing so does not preclude you from changing your indirect client account type in the future, and if you do want to change your election please contact your GS representative.

Both the Standard OSA and Gross OSA are omnibus accounts, and so, at the level of the Clearing Broker(s) and the Affected CCP, your positions and assets will be comingled with the positions and assets of other clients. More detailed information about the features of a Standard OSA and Gross OSA at the Affected CCPs, and the risks associated with these accounts, is included in the GSI General Direct Client Disclosure, as well as any disclosures we have provided to you in respect of the Clearing Brokers and Agreed CCPs.

3. Terms of indirect clearing services where GSI acts as "direct client"

The terms and conditions which apply to our clearing services are set out in detail in the client agreement pursuant to which we execute and clear exchange traded derivatives, including all schedules and appendices thereto, that we enter into with you (the "**ETD Clearing Agreement**"). We have set out below a general description of the principal terms and conditions of the ETD Clearing Agreement which apply to the Affected CCP Services, where we act as a "client" under the Indirect Clearing Regulations. This description also highlights additional terms and conditions which may apply where you have elected for a Gross OSA at any Affected CCP.

Please be aware that the actual provisions of any ETD Clearing Agreement we have with you are more detailed than the summary below. Moreover, the specific terms and conditions of the ETD Clearing Agreement that we enter into with any client may differ depending on our analysis of the risks that such client's clearing activities may present. Finally, please note that neither the ETD Clearing Agreement nor the Indirect Clearing Regulations creates a direct contractual relationship between you and any Clearing Broker even if you were to elect to utilise a Gross OSA in connection with the Agreed CCP Services.

The principal terms and conditions which apply to the Affected CCP Services, and which are reflected in the ETD Clearing Agreement, are as follows:

- Clients acknowledge that they have read and understood all disclosure statements with respect to their trading activities that we have provided to them, including the GSI General Direct Client Disclosure and any ancillary disclosures provided in connection with the Indirect Clearing Regulations and the Affected CCP Services.
- Clients acknowledge that all exchange-traded derivatives transactions executed and/or cleared for their account or on their behalf are subject to applicable law and regulation (which includes the Indirect Clearing Regulations and the rules of the Affected CCPs). Clients agree to conduct their activities subject to the ETD Clearing Agreement in accordance with such applicable law and regulation.
- Clients agree to provide us with such information as we may reasonably require in order to provide the clearing services or otherwise comply with applicable law and regulation. In connection with the Affected CCP Services, the Indirect Clearing Regulations require that we provide the Clearing Brokers with sufficient information to identify, monitor and manage any material risks arising from the indirect clearing services being provided.
- Clients also agree that we may disclose such information to our service providers and certain other persons in connection with the execution and clearing of their transactions, or as required by applicable law and regulation. In particular, in connection with the Affected CCP Services, we may disclose information about a client's positions to the relevant Clearing Broker(s). In addition, if a client has elected to utilise a Gross OSA, we will be required to disclose such client's identity to the relevant Clearing Broker(s) in the event of our insolvency.
- Clients agree that we may limit the size of their positions, refuse to accept any order or transaction, or require them to transfer their account to another firm. In particular, our ability to provide indirect clearing services at the Affected CCPs will be subject to any clearing, position and other limits imposed on us by the applicable Clearing Broker(s).

- Clients agree to meet all margin calls with respect to the transactions we clear for their account or on their behalf, in such form and amounts and within such time as we may determine or agree, consistent with applicable law and regulation. In particular, the form of margin we can accept from clients in connection with the Affected CCP Services will be subject to the requirements imposed on us by the relevant Clearing Broker(s) and Affected CCPs. Furthermore, where a client has elected to have its positions and assets managed in a Gross OSA at the applicable Clearing Broker(s) and Affected CCPs, we may require that all margin provided to us is in cash (to be held in accordance with the Client Asset Rules contained in the FCA Handbook) and all margin calls be met exactly, or "to-the-penny".

Finally, please be aware that, should you elect to utilise a Gross OSA at any Affected CCP, the terms and conditions of such Affected CCP and the applicable Clearing Broker may require that we enter into additional documentation with you to supplement the existing terms of our ETD Clearing Agreement.

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The information set out under the heading "Important" in the introduction to the GSI General Direct Client Disclosure applies equally to this document (including the Annex) and any information or disclosures we have provided you in respect of the Clearing Brokers and Agreed CCPs.

In particular, we note that it is your responsibility to review and conduct your own due diligence on the relevant rules, legal documentation and any other information provided to you by us or a third party in respect of the indirect client account types. You may wish to appoint your own professional advisors to assist you with this.

We shall not in any circumstances be liable, whether in contract, tort, breach of statutory duty or otherwise for any losses or damages that may be suffered as a result of using this document. Such losses or damages include (a) any loss of profit or revenue, damage to reputation or loss or any contract or other business opportunity or goodwill and (b) any indirect or consequential loss. This paragraph does not extend to an exclusion of liability for, or remedy in respect of, fraudulent misrepresentation.

Annex
Goldman Sachs International
Cost Disclosure Statement for Indirect Clearing
GSI as "Direct Client"

As at October 2020

Introduction

This Annex includes disclosure concerning GSI's costs for providing indirect clearing services in circumstances where GSI acts as client under the Indirect Clearing Regulations. This information is intended to provide an introduction to more detailed, client specific, pricing discussions which will take place between you and your GSI relationship contacts in relation to your indirect client accounts.

This Annex should be read in conjunction with the GSI General Direct Client Disclosure, as well as the Direct Client General Terms and Conditions. It is also intended to supplement the '*Goldman Sachs International, Goldman Sachs Bank Europe SE and Goldman Sachs Paris Inc. et Cie Clearing Member Cost Disclosure Statement Direct Clearing*' (**Goldman Sachs Cost Disclosure Statement**), which was previously provided to you and is available on our website.

This Annex is provided for information only and does not constitute legal or any other form of advice and must not be relied upon as such. Much of this information is generic and is subject to variation depending on a number of factors, including mutual operational requirements and the requirements of the Affected CCP(s) and the Clearing Broker(s) at which your indirect client account(s) will be maintained. Capitalised terms used in this Annex and not otherwise defined shall have the meaning given to those terms in the Direct Client General Terms and Conditions.

Part 1: Overview Costs Information

The information provided in this Part 1 is designed to provide an overview of those general factors which are likely to have an impact upon the cost of setting up and operating an indirect client account with us and at the Clearing Broker and Affected CCP levels. We anticipate that the relevant factors are likely to include:

- Your indirect client account type (i.e. the particular form of indirect client account maintained by the Clearing Broker and the Affected CCP).
- The Clearing Broker and Affected CCP where your indirect client account(s) will be opened. This will be a factor to the extent that the Clearing Brokers and Affected CCPs may charge differing costs or fees which we would generally seek to pass through to clients.
- The size of your initial margin from time to time, and transaction volume/turnover. This is a proxy for the level of activity and change in your initial margin requirement from day-to-day. In particular, where it is not possible for us or the Clearing Broker to hold excess margin balances in respect of your positions, this drives the likelihood and size of the Clearing Broker margin calls (daily and intraday), which may require us to top up your indirect client account(s) from our own funds while waiting for you to provide collateral to us.

We also refer you to Part 3 of the Goldman Sachs Cost Disclosure Statement referred to in the Introduction. Whilst that information describes the rationale for costs we may charge in circumstances where we provide direct clearing services (and how your choice of account type may affect those costs), similar rationale applies to costs we may charge when providing indirect clearing services at the Affected CCPs. In particular, the key drivers for the higher costs associated with the operation and maintenance of individual client accounts in a direct clearing arrangement also result in higher costs for the operation and maintenance of Gross OSAs in an indirect clearing arrangement.

Part 2: Indicative Charges for Standard OSA and Gross OSA Offerings

This Part 2 provides indicative information regarding the fee structure applicable to our Standard OSA and Gross OSA offerings, which we expect will consist of three general components:

- An account maintenance fee (“**Maintenance Charge**”), applicable to both Standard OSAs and Gross OSAs.
- A charge for funding your margin calls (“**Funding Charge**”), applicable to both Standard OSAs and Gross OSAs (though this charge is only likely to be incurred in respect of Gross OSAs).
- Additional charges incurred by us in connection with clearing your portfolio, including Affected CCP, Clearing Broker and agent bank fees (“**Third Party Charges**”), applicable to both Standard OSAs and Gross OSAs.

Our current expectation is that the Maintenance Charge, Funding Charge and Third Party Charges (further details of which are provided below) represent a complete overview of our intended charging structure for a typical client specifically in relation to the choice between Standard OSAs and Gross OSAs. This charging structure may be adapted in exceptional cases and is subject to change over time as the market develops and we gain further clarity around the Clearing Brokers’ and Agreed CCPs’ indirect client account offerings.

a) Maintenance Charge

The Maintenance Charge is payable in respect of the cost of setting up and maintaining indirect client accounts. The Maintenance Charge is likely to be higher for Gross OSAs than Standard OSAs, due to the additional operational complexity and cost involved in setting up and maintaining these accounts. There may also be additional costs in maintaining and operating a separate Gross OSA (and related sub-accounts) at each Clearing Broker and Affected CCP.

We currently plan to apply the Maintenance Charge to each Gross OSA at each Clearing Broker. For example, if you have elected for a Gross OSA and clear through two Affected CCPs, the Maintenance Charge will apply separately to each of the two accounts.

The Maintenance Charge is expected to be based principally on the size of your balance on each indirect client account.

- In respect of account balances on a Standard OSA (including balances held in accounts with us and with each Clearing Broker), we may apply a likely maximum of 75bps of balances managed for the relevant Standard OSA (annualised), without a minimum fee.
- In respect of account balances on a Gross OSA (including balances held in accounts with us and with each Clearing Broker), we do expect to apply a likely maximum of 250bps of balances

managed in a Gross OSA (annualised), with a “no activity” floor (i.e. a minimum fee) of up to USD 5,000 per month.

These indicative rates are subject to review and change on an ongoing basis, including in light of the operational complexity of new Clearing Broker and Agreed CCP account structures yet to be announced.

b) Funding Charge

Where we are required to meet margin calls due in respect of your positions (irrespective of whether a Standard OSA or Gross OSA structure is chosen), we expect to apply a funding charge at a level above normal debit spread charge. Where you have elected for a Standard OSA we are unlikely to need to pre-fund your margin calls from the Clearing Broker, whereas it is reasonably certain that we will need to do so where you have elected for a Gross OSA. Given the segregation requirements and gross (rather than net) margining features of a Gross OSA, it is unlikely that the Clearing Broker will have available excess collateral available to cover each day's margin call for Gross OSA positions. This may require the Clearing Broker to issue more frequent (and potentially larger) margin calls for positions held in a Gross OSA than it would for positions in a Standard OSA. Consequently, we may be required to use our own funds to top up the margin balance at the Clearing Broker (either at the start of the day and/or on an intraday basis) more often if you have elected for a Gross OSA than if you had elected for a Standard OSA. As such, whilst the Funding Charge will apply at the same rate for Standard OSAs and Gross OSAs, overall amounts incurred by you are expected to be higher where you have elected to use a Gross OSA.

As a guideline the Funding Charge will be up to 250bps over the relevant benchmark interest rate for intraday and daily deficits, though the specific charge may vary according to the specific circumstances and behaviour and could be higher than this level. This rate is subject to review in line with current market conditions.

c) Third Party Charges

Where additional costs are applied by relevant third parties and are directly attributable to a particular indirect client or indirect client account (irrespective of whether a Standard OSA or Gross OSA is chosen), these costs will normally be passed on to you. For indirect client accounts, these charges are largely expected to consist of Clearing Broker and Affected CCP account set up and maintenance fees, and agent bank transaction fees.

Certain of these charges may apply periodically, while others may arise on a per-transaction basis (for example, the cost of an agent bank money transfer may be up to approximately EUR 50 per transfer including our reconciliation). These charges are subject to continual change, which is generally beyond our control.

Details of third party charges applicable to the indirect client accounts will be included in the daily statement we will make available to you as your provider of indirect clearing services. In addition, third party charging structures are generally publically available on the relevant third party website. Although many of these Clearing Broker and Affected CCP charges for indirect client accounts have not yet been finalised, we will seek to notify you of any changes imposed by relevant third parties. We will also seek to assist you where possible in providing ways to reduce the number of charges where this is under your control.

Third Party Charges will apply to both Standard OSAs and Gross OSAs, but are generally expected to be higher for indirect clients in a Gross OSA due to the additional complexity and cost faced by Clearing Brokers, Affected CCPs and other relevant third parties in relation to such accounts.

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The information set out herein is provided as an indication of possible costs associated with an average client specifically in relation to the choice between a Standard OSA and a Gross OSA used to manage your positions and assets. The indicative charges referred to are subject to ongoing review and change by us and relevant third parties as the account models and Clearing Broker and Affected CCP offerings develop. We would be happy to discuss what the precise costs are likely to be in respect of setting up and operating an account at the Clearing Broker and Affected CCP level based on your individual circumstances and requirements. If required, your GSI relationship contact will be in touch to arrange these discussions.