

COÖPERATIEVE RABOBANK U.A.

SI SERVICES COMMERCIAL POLICY

1 About Coöperatieve Rabobank U.A.

- 1.1 Coöperatieve Rabobank U.A. (Rabobank) is incorporated in the Netherlands and has a branch in, amongst others, the United Kingdom. The term “Rabobank” in this document shall mean Coöperatieve Rabobank U.A. acting either from the Netherlands or its London branch (as the case may be). Rabobank is authorised by De Nederlandsche Bank, regulated by the Netherlands Authority for the Financial Markets (Stichting Autoriteit Financiële Markten, AFM) and subject to limited regulation by the Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA) in respect of its activities in the United Kingdom.
- 1.2 Rabobank (including its (EEA and non-EEA) branches) is permitted under its licence to deal on own account in financial instruments and to execute orders on behalf of clients.
- 1.3 Our main business is the provision of banking activities, but we also provide liquidity in financial instruments through transactions executed on trading venues located in the European Union (EU) Member States and jurisdictions outside the EU as well as transactions executed bilaterally with (retail and professional) clients and eligible counterparties.

2 SI Services

- 2.1 Rabobank deals as SI in financial instruments as referred to in paragraph 2.2. The frequency, volume and value of such transactions notwithstanding, we comply with the requirements for systematic internalisers as set out in the (recast) Markets for Financial Instruments Directive (MiFID II) and the Markets in Financial Instruments Regulation (MiFIR) (MiFID II and MiFIR together further referred to as MiFID II).
- 2.2 Rabobank will notify the AFM if it becomes an SI in one or more financial instruments. Rabobank will publish a list of such financial instruments on its website: www.rabobank.com/mifid (SI instruments).
- 2.3 Rabobank may provide quotes and enter into transactions on the basis of those quotes with clients as a systematic internaliser (SI Services) in accordance with the relevant MiFID II requirements.
- 2.4 We provide our SI Services to clients which have been on-boarded by Rabobank taking into account the considerations as set out in paragraph 0 (SI client).
- 2.5 During a trading day Rabobank may advertise indicative quotes to SI clients via a number of systems, but we will only provide our firm quotes upon request of SI clients. Rabobank will provide its firm quotes only through Bloomberg APA. Access can be requested through: [MiFID SI Quote Access](#) .
- 2.6 We report all SI transactions as required under MiFID II through Deutsche Börse AG.

3 SI Clients

- 3.1 Rabobank will provide quotes to and enter into transactions as an SI with SI clients with which we elect to deal taking the considerations as set out in paragraph 3.2 into account.
- 3.2 Before being accepted as SI client, at least the following conditions have to be met:
- (a) clients will need to be accepted in accordance with Rabobank's client due diligence framework and must be classified under MiFID II;
 - (b) Rabobank has entered into a relevant master agreement or client agreement with the client to trade the financial instruments to which the SI Services pertain;
 - (c) clients will at least be required to have a legal entity identifier (**LEI**); and
 - (d) all relevant trading, custody and settlement accounts have to be set up for the clients in the systems of Rabobank.
- 3.3 We determine to which client we will provide our SI Services on a non-discriminatory basis and with reference to some or all of the following considerations:
- (a) Existing or past commercial relationship with client;
 - (b) Compliance and enforcement history of client;
 - (c) Credit risk of client.
- 3.4 We may end the provision of SI Services to any SI client in accordance with the provisions of the relevant master agreement, client agreement or terms of business.

4 SI Transactions

- 4.1 Upon request of a SI client, Rabobank may decide to provide a firm quote to a client with respect to SI instruments in accordance with MiFID II requirements.
- 4.2 We will not apply the MiFID II requirements in relation to our SI Services if the value of the transactions is above the size specific to the financial instrument, or if a waiver, deferral or other exemption of the MiFID II requirements applies to the relevant SI Service.
- 4.3 We only accept orders that facilitate transactions in accordance with this policy. Unless expressly noted otherwise by Rabobank, where Rabobank provides a quote subject to this policy, such quotes are valid for one transaction only. In principle, Rabobank only provides firm quotes in relation to transactions as long as our own inventory of such instruments is sufficient and we may decide not to offer clients (partial fills of) orders that may result in transactions for which our inventory is not sufficient.
- 4.4 We may update our quotes at any time, taking into account for instance our inventory, underlying market developments, client specific conditions and other business factors. We may withdraw our quotes under exceptional market conditions as permitted by MiFID II.
- 4.5 We may limit the number of transactions or size of positions resulting from transactions with any SI client as permitted by MiFID II. In limiting the transactions or the size of the transactions, we will take into account our inventory, underlying market developments and other business factors.
- 4.6 We will not make available quotes to other SI clients in relation to cleared OTC derivatives, unless they are intended to be cleared on the same CCP as the original quote.

- 4.7 In relation to uncleared OTC-derivatives, the X-Value Adjustment (“XVA”) may differ per SI-Client, which could result in a different price per SI-Client provided that XVA is a material factor for the product type and maturity. Whether XVA pricing adjustment is material, is left solely at the discretion of Rabobank SI.
- 4.8 Our quoted price or prices shall be such as to ensure that we comply with our best execution obligations, where applicable, in accordance with our order execution policy, which can be found here: www.rabobank.com/mifid.
- 4.9 Our quoted price or prices shall reflect prevailing market conditions in relation to prices at which transactions are concluded for the same or similar financial instruments on a trading venue. However, in justified cases, Rabobank may execute orders at a better price provided that the price falls within a public range close to market conditions as permitted by MiFID II.

5 Miscellaneous

- 5.1 Rabobank has taken all measures to comply with all applicable duty of care obligations towards its SI clients and the market regulations as set out in MiFID II.
- 5.2 Rabobank will not use the information on orders of SI clients in order to enter into front running transactions.
- 5.3 When requested for, and prior to the execution of, a transaction, Rabobank may enter into transactions to mitigate the risk or hedge any exposure that would be created by such transaction.

6 Policy

- 6.1 When providing the SI Services to the SI clients, Rabobank is bound by this policy. Rabobank may amend this policy from time to time. The last version of our policy can be found: www.rabobank.com/mifid.

7 Governing law and jurisdiction

- 7.1 This policy and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed, construed and interpreted in all respects in accordance with the laws of the Netherlands. Any disputes or claim will be submitted to the exclusive jurisdiction of the courts competent in Amsterdam, the Netherlands.