

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended September 30, 2022

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission File Number 000-23554

StoneX Group Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

59-2921318
(I.R.S. Employer
Identification No.)

230 Park Ave, 10th Floor
New York, NY 10169
(Address of principal executive offices) (Zip Code)
(212) 485-3500
(Registrant's telephone number, including area code)

Securities registered under Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.01 par value	SNEX	The Nasdaq Stock Market LLC

Securities registered under Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically, every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
	(Do not check if a smaller reporting company)	Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of March 31, 2022, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was approximately \$1,063.4 million.

As of November 25, 2022, there were 20,394,011 shares of the registrant's common stock outstanding.

Document Incorporated by Reference

Certain portions of the definitive Proxy Statement for the Registrant's Annual Meeting of Stockholders to be held on March 1, 2023 are incorporated by reference into Part III of this Annual Report on Form 10-K.

StoneX Group Inc.
Annual Report on Form 10-K for the Fiscal Year Ended September 30, 2022
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Throughout this document, unless the context otherwise requires, the terms “Company”, “we”, “us” and “our” refer to StoneX Group Inc. and its consolidated subsidiaries.

Cautionary Statement about Forward-Looking Statements

Certain statements in this report, other than purely historical information, including estimates, projections, statements relating to our business plans, objectives and expected operating results, and the assumptions upon which those statements are based, are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties which may cause actual results to differ materially from the forward-looking statements. A detailed discussion of these and other risks and uncertainties that could cause actual results and events to differ materially from such forward-looking statements is included in the section entitled “Risk Factors” (refer to Part I, Item 1A). We undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

PART I

Item 1. Business

Overview of Business and Strategy

We operate a global financial services network that connects companies, organizations, traders and investors to the global market ecosystem through a unique blend of digital platforms, end-to-end clearing and execution services, high touch service and deep expertise. We strive to be the one trusted partner to our clients, providing our network, product and services to allow them to pursue trading opportunities, manage their market risks, make investments and improve their business performance. Our businesses are supported by our global infrastructure of regulated operating subsidiaries, our advanced technology platforms and our team of more than 3,600 employees as of September 30, 2022. We believe our client-first approach differentiates us from large banking institutions, engenders trust and has enabled us to establish market leading positions in a number of complex fields in financial markets around the world.

We offer a vertically integrated product suite, beginning with high-touch and electronic access to nearly all major financial markets worldwide, as well as numerous liquidity venues. We deliver this access through the entire lifecycle of a trade, from deep market expertise and on-the-ground intelligence, to best execution and finally post-trade clearing, custody and settlement services. We believe this is a unique product offering outside of the bulge bracket banks, which creates long-term relationships with our clients. Our business model has created a revenue stream that is diversified by asset class, client type and geography, earning commissions and spreads as clients execute transactions across our global network, monetizing non-trading client activity including interest and fee earnings on client balances as well as earning consulting and fees for our market intelligence and risk management services.

We currently serve more than 54,000 commercial, institutional, and global payments clients, and over 400,000 retail accounts located in more than 180 countries. We believe we are the third largest independent, non-bank futures commission merchant (“FCM”) in the United States (“U.S.”) as measured by our \$6.2 billion in required client segregated assets at our U.S. FCM as of September 30, 2022, and making markets in more than 16,000 equities on the NYSE, NASDAQ, and various OTC markets, including exchange-traded-funds (“ETFs”) and over 7,000 ADRs, GDRs and foreign securities making us one of the leading market makers in foreign securities. We are one of only eight Category One ring dealing members of the London Metals Exchange (the “LME”). Our clients include commercial entities, regional, national and introducing broker-dealers, asset managers, insurance companies, brokers, institutional and individual investors, professional traders, commercial and investment banks as well as government and non-governmental organizations (“NGOs”). We believe our clients value us for our attention to their needs, our expertise and flexibility, our global reach, our ability to provide access to liquidity in hard-to-reach markets and opportunities, and our status as a well-capitalized and regulatory-compliant organization.

We engage in direct sales efforts to seek new clients, with a strategy of extending our services to potential clients that are similar in size and operations to our existing client base. In executing this strategy, we intend to both target new geographic locations and expand the services offered in geographic locations in which we currently operate in an effort to increase our market share or where there is an unmet demand for our services. Through our web and mobile sites, including StoneX.com, StoneXOne.com, FOREX.com, and Cityindex.com we seek to attract and onboard new clients generated from digital marketing and brand advertising initiatives. We also pursue new clients through indirect channels, including our StoneX Marketing Partners affiliate program, StoneX.com/marketing partnerships; our relationships with introducing brokers, who solicit clients on our behalf; and white label partners, who offer our services to their clients under their own brand. In addition, we selectively pursue small- to medium-sized acquisitions, focusing primarily on targets that satisfy specified criteria, including client-centric organizations that may help us expand into new asset classes, client segments and geographies where we currently have a small or limited market presence.

We believe we are well positioned to capitalize on key trends impacting the financial services sector. Among others, these trends include the impact of increased regulation on banking institutions and other financial services providers; increased consolidation, especially of smaller sub-scale financial services providers and independent securities clearing firms; the growing importance and complexity of conducting secure cross-border transactions; and the demand among financial institutions to transact with well-capitalized counterparties.

We focus on mitigating exposure to market risk, ensuring adequate liquidity to maintain our daily operations and making non-interest expenses variable, to the greatest extent possible. Our strategy is to utilize a centralized and disciplined process for capital allocation, risk management and cost control, while delegating the execution of strategic objectives and day-to-day management to experienced individuals. This requires high quality managers, a clear communication of performance objectives and strong financial and compliance controls. We believe this strategy will enable us to build a more scalable and significantly larger organization that embraces an entrepreneurial approach to business, supported and underpinned by strong centralized financial and compliance controls.

Available Information

Our internet address is www.stonex.com. Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, statements of changes in beneficial ownership and press releases are available free of charge in the Investor Relations section of this website. Our website also includes information regarding our corporate governance, including our Code of Ethics, which governs our directors, officers and employees. The content of our website is not incorporated by reference into this report or any other filings with the Securities and Exchange Commission ("SEC").

Capabilities

We connect our clients to global financial and physical markets and liquidity sources to enable them with efficient access to a broad array of financial and physical products through a combination of high-touch service and digital platforms in pursuit of their business objectives. Our financial network connects our clients to over 40 derivatives exchanges, 185 foreign exchange markets, most global securities exchanges and over 18,000 over-the-counter markets.

Execution

We provide trade execution services to our clients via both high-touch service and electronically through a wide variety of technology platforms that connects them to markets across the globe. Asset and product types include listed futures and options on futures, equities, mutual funds, ETFs, equity options, foreign currencies, corporate, government and municipal bonds and unit investment trusts.

Clearing

We provide competitive and efficient clearing on all major futures exchanges globally. In addition, we act as an independent full-service provider of clearing, custody, research and security-based lending products in the global securities markets. We provide multi-asset prime brokerage, outsourced trading and custody, as well as self-clearing and introduced clearing services for hedge funds, mutual funds and family offices. We provide prime brokerage services in major foreign currency pairs and swap transactions to institutional clients. Additionally, we provide clearing of foreign exchange transactions, in addition to clearing of a wide range of over-the-counter ("OTC") products.

OTC / Market-Making

We offer clients access to the OTC markets for a broad range of traded commodities, global securities, foreign currencies, contracts for difference ("CFD") and interest rate products. For clients with commodity price and financial risk, our customized and tailored OTC structures help mitigate those risks by integrating the processes of product design, execution of the underlying components of the structured risk product, transaction reporting and valuation.

We provide market-making and execution in a variety of financial products including commodity derivatives, unlisted American Depositary Receipts ("ADRs") and Global Depositary Receipts ("GDRs"), foreign ordinary shares, and foreign currencies. In addition, we are an institutional dealer in fixed income securities including U.S. Treasury, U.S. government agency, agency mortgage-backed, asset-backed, corporate, emerging market, convertible and high-yield securities.

Global Payments

We have built a scalable platform to provide end-to-end global payment solutions to banks and commercial businesses, as well as charities, NGOs and government organizations. We offer payments services in more than 140 currencies. In this business, we primarily act as a principal in buying and selling foreign currencies on a spot basis deriving revenue from the difference between the purchase and sale prices. Through our comprehensive platform and our commitment to client service, we provide simple and fast execution, delivering funds in any of these countries quickly through our global network of approximately 375 correspondent banking relationships.

Advisory Services

We provide value-added advisory services and high-touch trade execution across a variety of financial markets, including commodities, foreign currencies, interest rates, institutional asset management and independent wealth management. For commercial clients with exposure to commodities, foreign currencies and interest rates, we work through our proprietary Integrated Risk Management Program (“IRMP[®]”) to systematically identify and quantify their risks and then develop strategic plans to effectively manage these risks with a view to protecting their margins and ultimately improving their bottom lines.

We also participate in the underwriting and trading of agency mortgage-backed, commercial mortgage-backed, asset-backed and municipal securities as well as structured credit in domestic and international markets. Through our asset management activities, we leverage our specialist expertise in niche markets to provide institutional investors with tailored investment products. Through our independent wealth management business, we provide advisory services to the growing retail investor market.

Market Intelligence

Our Market Intelligence platform provides our clients with access to deep data and incisive commentary from our expert traders and analysts from across our global network. This platform focuses on providing local, actionable insights and detailed intelligence from every market we trade, through the lens of our professionals, who leverage first-hand knowledge and personal connections to deliver a unique advantage for our clients.

Physical Trading

We act as a principal to support the needs of our clients in a variety of physical commodities, primarily precious metals, as well as across the commodity complex, including energy commodities, grains, oil seeds, cotton, coffee, cocoa, edible oils and feed products. Through these activities, we have the ability to offer a simplified risk management approach to our commercial clients by embedding more complex hedging structures as part of each physical contract to provide clients with enhanced price risk mitigation. We also offer clients efficient off-take or supply services, as well as logistics management.

Operating Segments

Our business activities are managed as operating segments and organized into reportable segments as follows:

Commercial

We offer our commercial clients a comprehensive array of products and services, including risk management and hedging services, execution and clearing of exchange-traded and OTC products, voice brokerage, market intelligence and physical trading as well as commodity financing and logistics services. We believe our ability to provide these high-value-added products and services, differentiates us from our competitors and maximizes the opportunity to retain our clients.

Our risk management consulting services are designed to quantify and monitor commercial entities’ exposure to commodity and financial risk. Upon assessing this exposure, we develop a plan to control and hedge these risks with post-trade reporting against specific client objectives. Our clients are assisted in the execution of their hedging strategies through a wide range of products from listed exchange-traded futures and options, to basic OTC instruments that offer greater flexibility, to structured OTC products designed for customized solutions and physical contracts.

Our execution and clearing services span virtually all traded commodity markets, with the largest concentrations in agricultural and energy commodities (consisting primarily of grains, energy and renewable fuels, coffee, sugar, cotton, and food service), as well as precious and base metals products. We also provide execution of foreign currency forwards and options and interest rate swaps as well as a wide range of structured product solutions to our commercial clients who are seeking cost-effective hedging strategies. Generally, our clients direct their own trading activity, and our risk management consultants do not have discretionary authority to transact trades on behalf of our clients.

We provide a full range of physical trading capabilities in precious metals markets providing our clients the ability to purchase physical gold and other precious metals, in multiple forms, and in denominations of their choice. In our precious metals trading activities, we act as a principal, committing our own capital to buy and sell precious metals on a spot and forward basis.

In addition, we act as a principal to facilitate financing, structured pricing and logistics services to clients across the commodity complex, including energy commodities, grains, oil seeds, cotton, coffee, cocoa, edible oils and feed products. We provide financing to commercial commodity-related companies against physical inventories.

We generally mitigate the price risk associated with commodities held in inventory through the use of derivatives. We do not elect hedge accounting under accounting principles generally accepted in the United States of America (“U.S. GAAP”) in accounting for this price risk mitigation.

Within this segment we organize our marketing efforts into client industry product lines including agricultural, energy and renewable fuels, metals and various other commodities, servicing commercial producers, end users and intermediaries around the world.

Competitive Environment - Commercial Segment

The Commercial industry comprises the activities associated with the identification, management, hedging and monitoring of various commodity and financial risks faced by commercial entities in their business cycles, including risks related to interest rates, foreign exchange, agricultural commodities, energy and renewable fuels, industrial metals, precious metals, and other physical commodities.

Industry participants include producers/end-users, wholesalers and merchants, corporations, introducing brokers, grain elevators, merchandisers, importer/exporter and market intermediaries such as FCMs and swaps dealers, and liquidity venues such as commodity exchanges, financial exchanges and OTC markets. Commercial entities face a variety of risks, including risks related to commodity input pricing, supply chain management and inventory financing, interest rate changes, exchange rate changes, and price and quantity volatility in their outputs. Market intermediaries facilitate the identification, management and hedging of commodity and financial risks on behalf of commercial entities by designing and executing hedging programs through the use of various hedging instruments, including futures and options traded on exchanges or plain vanilla and more complex structured products traded bi-laterally on the OTC markets. Commercial entities occasionally prefer to manage exposure to physical commodities through direct purchase and sale agreements for which they may utilize the services of physical commodity merchants.

The need for, and volume of, client hedging activity is driven by commodity supply and demand dynamics, quantity and quality of commodity production and consumption, both locally and globally, trading of various commodities, and economic and geopolitical factors. In addition, the price levels and price volatility of various commodities generally increase the need of commercial clients to hedge. FCMs, swaps dealers, physical commodity merchants and other intermediaries and service providers create value for commercial clients by managing risks across the clients' operations, allowing them to focus on their core expertise. In addition, commercial clients often face financial risks such as interest rate and exchange rate volatility, which these intermediaries help to mitigate. Physical commodity merchants serve clients by providing trading, hedging, inventory financing and logistics services.

Competitors in the Commercial segment include independent (non-bank) FCMs, FCMs affiliated with large commodity producers, global banks and independent and bank-owned swaps dealers. Although global banks represent the vast majority of client segregated assets, they tend to focus on larger clients. Independent, non-bank FCMs tend to focus on serving small- to mid-sized commercial clients where they face less competition from the global banks. Over the last 13 years since the financial crisis, the global banks have increased the minimum size of clients they are willing to serve, in part due to decreasing profit margins often driven by regulation, such as the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") in the United States and the revised Markets in Financial Instruments Directive ("MiFID II") and accompanying regulation, Markets in Financial Instruments Regulation ("MiFIR") in Europe. This has presented an opportunity for non-bank participants in this industry, such as us, to acquire small and mid-sized clients and take market share.

We strive to increase market share and attract new clients that are underserved by the global banks, capitalizing on our position as one of few publicly listed mid-sized financial services companies offering our clients access to global futures and options products through our well-capitalized independent FCM, structured OTC products through our swaps dealer as well as our physical commodity offerings. We have also taken advantage of opportunities to consolidate sub-scale competitors into our Commercial businesses.

Institutional

We provide institutional clients with a complete suite of equity trading services to help them find liquidity with best execution, consistent liquidity across a robust array of fixed income products, competitive and efficient clearing and execution in all major futures and securities exchanges globally, as well as prime brokerage in equities and major foreign currency pairs and swap transactions. In addition, we originate, structure and place debt instruments in the domestic and international capital markets. These instruments include agency mortgage-backed, commercial mortgage-backed, asset-backed and municipal securities, as well as structured credit.

Securities

We provide value-added solutions that facilitate cross-border trading in equity securities and believe our clients value our ability to manage complex transactions, including foreign exchange, utilizing our local understanding of market convention, liquidity and settlement protocols around the world. Our clients include U.S.-based regional and national broker-dealers and institutions investing or executing client transactions in international markets and foreign institutions seeking access to the U.S. securities markets. We make markets in more than 16,000 equities on the NYSE, NASDAQ, and various OTC markets, including ETFs and over 7,000 ADRs, GDRs and foreign securities making us one of the leading market makers in foreign securities. In addition, we will make prices in more than 10,000 foreign equities listed on foreign exchanges. We are also a broker-dealer in Argentina, Brazil and in the United Kingdom (“U.K.”), where we are active in providing institutional executions in the local capital markets.

We act as an institutional dealer in fixed income securities, including U.S. Treasury, U.S. government agency, agency mortgage-backed and asset-backed securities, as well as investment grade, high yield, convertible and emerging market debt to a client base including asset managers, commercial bank trust and investment departments, broker-dealers and insurance companies.

We are an independent full-service provider to introducing broker-dealers (“IBD’s”) of clearing, custody, research, syndicated and security-based lending products and services, including a proprietary technology platform which offers efficient connectivity to ensure a positive client experience through the clearing and settlement process. We believe we are one of the leading mid-market clearers in the securities industry, with approximately 95 correspondent clearing relationships with over \$20 billion in assets under management or administration as of September 30, 2022.

We operate an asset management business in which we earn fees, commissions and other revenues for management of third party assets and investment gains or losses on our investments in funds and proprietary accounts managed either by our investment managers or by independent investment managers.

Listed Derivatives

We provide competitive and efficient clearing and execution in all major futures exchanges globally. Through our platforms, client orders are accepted and directed to the appropriate exchange for execution. We then facilitate the clearing of clients’ transactions. Clearing involves the matching of clients’ trades with the exchange, the collection and management of client margin deposits to support the transactions, and the accounting and reporting of the transactions to clients.

As of September 30, 2022, our U.S. FCM held \$6.2 billion in required client segregated assets, which we believe makes us the third largest independent, non-bank FCM in the U.S., as measured by required client segregated assets. We seek to leverage our capabilities and capacity in clearing to financial institutions, institutional trading firms, professional traders and introducing brokers as well as offering facilities management or outsourcing solutions to other FCM’s. Through our London-based Europe, Middle East and Africa (“EMEA”) oil voice brokerage business, we provide brokerage services across the fuel, crude and middle distillates markets to clients throughout EMEA.

Foreign Exchange

We provide prime brokerage foreign exchange (“FX”) services to financial institutions and professional traders. We provide our clients with the full range of OTC products, including 24-hour a day execution of spot, forwards and options, as well as non-deliverable forwards in both liquid and exotic currencies.

Competitive Environment - Institutional Segment

The industry in which we provide services within our Institutional segment comprises activities associated with the trading of, and investment in, various financial assets, including equity and debt securities, commodities, foreign currencies, interest rates, and derivatives, both exchange-traded and OTC. This industry also includes various services provided to participants in the financial markets, which allow participants access to liquidity and execution venues, as well as clearing and settlement of transactions. Industry participants include institutional and retail investors, banks, insurance companies, fund managers, hedge funds, investment advisers, proprietary trading firms, commodity trading advisors and commodity pool operators, and foreign institutions and investors seeking access to U.S. markets, as well as various market intermediaries such as market makers, regional and national broker-dealers, independent broker-dealers, FCMs, and investment banks and liquidity venues, such as securities and derivatives exchanges and OTC marketplaces.

Trading and investing activity across asset classes is driven by growth in wealth and savings, investors' asset allocation and diversification needs, including across geographies, and return objectives, risk management needs and the availability of speculative arbitrage opportunities. Volatility in asset prices generally drives increased trading activity and increased demand for execution and clearing services.

Broker-dealers, FCMs, investment banks and other intermediaries create value for institutional clients by facilitating client access to various financial markets, including securities and derivatives exchanges, proprietary sources of liquidity, OTC markets, other institutions and international markets. Market intermediaries can act as market-makers or principal traders that facilitate client trading activity by matching orders internally. Market intermediaries can also act as agents that accept orders, direct them to the appropriate market and facilitate the clearing of client transactions, which involves matching client trades with the exchange, collecting and managing client margin deposits to support the transactions, and accounting and reporting these transactions to clients.

Certain market intermediaries, predominantly investment banks, also provide advisory services, securities underwriting, loan syndications, security-based lending products and services, custodial services, investment research products, asset management services and technology platforms for client connectivity.

Competitors in the securities and clearing and execution segments include global banks, institutional broker-dealers, correspondent clearers, independent broker-dealers, clearing FCMs and market-makers. We compete to secure clients based on quality of execution and client service, global access and local market expertise, and the breadth of our product offerings.

Regulatory burdens for FCMs and broker-dealers have increased since the financial crisis, which has led to increased complexity and capital requirements that have disproportionately affected smaller firms, driving consolidation. We have benefited from these trends and expect them to continue, and we seek opportunities to participate in further industry consolidation.

Retail

We provide our retail clients around the world access to over 18,000 global financial markets, including spot foreign exchange and CFDs, which are investment products with returns linked to the performance of underlying assets, and both financial trading and physical investment in precious metals. In addition, our independent wealth management business offers a comprehensive product suite to retail investors in the United States.

Retail Forex and CFDs

We are a provider of trading services and solutions in the global financial markets, including spot foreign exchange ("forex") and CFDs. We offer CFDs on currencies, commodities, indices, individual equities, cryptocurrencies, bonds, options and interest rate products.

We seek to attract and support our clients through direct and indirect channels. Our primary direct channels for our retail forex and CFD business are our mobile platforms and Internet websites, FOREX.com and Cityindex.com, which are available in multiple languages, including English, Chinese, Japanese, Spanish and Arabic. Our indirect channels include our relationships with introducing brokers, who solicit clients on our behalf, and white label partners, who offer our trading services to their clients under their own brand.

Our proprietary trading technology provides our clients with an enhanced client experience and multiple ways to trade and manage their accounts, tailored to their level of experience and preferred mode of access. In addition, we selectively offer third party trading tools that we believe complement our proprietary offerings. We believe that our proprietary trading technology is a significant competitive advantage because we have the ability to adapt quickly to our clients' changing needs.

We have longstanding relationships with a large number of institutional liquidity providers, as well as access to multiple liquidity venues. They allow us to offer our clients superior liquidity and more competitive pricing with tighter bid/offer spreads than many of our competitors. In addition, we have developed a proprietary pricing engine that aggregates quotes from

our liquidity sources to ensure that our prices accurately reflect current market price levels and allow us to provide our clients with fast, accurate trade execution.

We have proprietary technology to handle numerous aspects of account onboarding and client service, including the account opening and client verification process, fast online account funding and withdrawals with a wide variety of automated payment methods, and on-demand delivery of client information, such as account statements and other account-related reporting. We also offer account opening and funding functions on our mobile trading applications in order to provide a superior experience to the large number of clients who trade primarily through their mobile devices. Given the highly regulated and global nature of our business, these processes are customized to each regulatory jurisdiction in which we operate, and are further tailored to client needs and preferences in specific countries in order to make it easier for clients in these countries to open accounts with us and then to fund and trade in those accounts.

In connection with our retail business, we look to acquire new clients as cost-efficiently as possible, primarily through online marketing efforts such as advertising on third-party websites, search engine marketing and affiliate marketing. Our experienced in-house marketing team creates highly targeted online campaigns tailored to experienced traders, as well as marketing programs and materials designed to support and educate newer traders. We use sophisticated tracking and measurement techniques to monitor the results of individual campaigns and continually work to optimize our overall marketing results.

We also work with introducing brokers in order to expand our client base. We work with a variety of different types of introducing brokers, ranging from small, specialized firms that specifically identify and solicit clients interested in forex and CFD trading, to larger, more established financial services firms.

Independent Wealth Management

Our independent broker/dealer, SA Stone Wealth Management Inc. (“SA Stone”), member FINRA/SIPC, together with its affiliated SEC-registered investment advisor, SA Stone Investment Advisors Inc., provides an integrated platform of technology, comprehensive wealth management and investment services to registered representatives, investment advisor representatives and registered investment advisors nationwide. The firm supports more than 460 independent professionals with best-in-class service and products.

Retail Precious Metals

Our physical retail precious metals business is comprised of Coininvest GmbH and European Precious Metal Trading GmbH. Through our websites Coininvest.com and Silver-to-go.com we offer clients the ability to purchase physical gold and other precious metals, in multiple forms, including coins and bars, in denominations of their choice, to add to their investment portfolios.

Competitive Environment - Retail

The market for our retail services is rapidly evolving and highly competitive. Our competitors vary by region in terms of regulatory status, breadth of product offering, size and geographic scope of operations. In the retail forex and CFD industry, we compete with both regulated firms focused on forex and CFDs, as well as with global multi-asset trading firms. In wealth management, our competitors vary from large integrated banks and on-line brokerage firms to smaller regional registered investment advisory firms, where competition is driven by reduced commission rates, continued development of online trading platforms and applications and client service.

Global Payments

We provide customized payment, technology and treasury services to banks and commercial businesses as well as charities and non-governmental and government organizations. We provide transparent pricing and offer local currency payments services in more than 185 countries and 140 currencies, which we believe is more than any other payments solutions provider.

Our proprietary platforms allow our clients to connect to us digitally and seamlessly with customized solutions for each of our client groups that fit their specific needs.

We utilize the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”) network as well as direct application programming interfaces (“APIs”) to service almost 100 financial institutions globally and connect them to our approximately 375 correspondent banks around the world enabling them to make local currency payments in a cost effective and secure manner.

Through our platforms and our commitment to client service, we believe we are able to provide simple and fast execution, ensuring delivery of funds in local currency to any of these countries quickly through our global network of correspondent banks. We primarily act as a principal in buying and selling foreign currencies on a spot basis and derive revenue from the difference between the purchase and sale prices.

We believe our clients value our ability to provide exchange rates that are significantly more competitive than those offered by large international banks, a competitive advantage that stems from our years of foreign exchange expertise focused on smaller, less liquid currencies.

Competitive Environment - Global Payments

Increasing globalization and growth of international trade, as well as the need of corporations, institutions and individuals to move money across borders efficiently, have driven growing activity in the global payments industry. As the world becomes increasingly interconnected, corporations require the ability to cost-effectively exchange foreign currencies and to send and receive payments from clients and suppliers. NGOs also demand cross-border payment services as they attempt to bring funding, goods and services to their target geographies and recipients at the lowest possible cost. Even banks require lower cost implementation of foreign exchange transactions, as they are otherwise dependent on correspondent banks, which may subject such transactions to expensive and opaque pricing.

Volume growth in the global payments market has been steady, driving revenue growth for cross-border payments providers. Increasingly, this volume growth comes from transactions to emerging economies, benefiting those few providers such as us who have a strong competitive position in those emerging economies and an extensive correspondent bank network that would be difficult to replicate. As reported in the Boston Consulting Group 2022 Global Payments Report, global payments revenues reached \$1.5 trillion in 2021 and are expected to grow to \$3.3 trillion in 2031 with Latin America, the Middle East, Africa and Europe expected to see the highest growth rates during this period which we believe has potential to directly benefit our payments business.

The global payments market has historically been dominated by large Organization for Economic Co-operation and Development (“OECD”) banks that provide G20 to non-G20 foreign exchange rates to clients. Such banks, however, are reliant on their correspondent banking network for foreign exchange rates, which often results in uncompetitive rates and a lack of transparency. These issues are further exacerbated by a lack of uniform regulation in the business-to-business (“B2B”) global payments sector, with no coordinated regulatory framework, even among significant OECD countries.

We believe that the general lack of transparency in bank offerings in the global payments market with regard to fees and exchange rates, the banks’ often more expensive services, as well as the lack of systematic regulation, have opened opportunities for competitors in this market. As a result, the fast-growing space has attracted significant investor interest. Independent providers have entered the market, leveraging technology to lower client acquisition costs and providing an enhanced client experience through online platforms. In the global payments market, we believe we are one of those independent providers and disruptors offering significant value to our bank, corporate and NGO/charities clients, providing competitive and transparent payments solutions.

Subsequent Acquisition

Cotton Distributors Inc.

On October 31, 2022, our wholly owned subsidiary, StoneX Netherlands B.V., acquired CDI-Societe Cotonniere De Distribution S.A (“CDI”), based in Switzerland. CDI operates a global cotton merchant business with a strong network of producers in Brazil, West Africa, and buyers in the APAC region. The purchase price is approximately \$40.0 million, which is CDI’s estimated tangible book value.

Acquisitions during Fiscal Year 2021

Chasing Returns Limited

In August 2021, our wholly owned subsidiary, StoneX Netherlands B.V., acquired Chasing Returns Limited, based in Ireland. Chasing Returns Limited specializes in financial behavioral science designed to assist traders in analyzing trends and decision making. We utilize the capabilities of Chasing Returns Limited to enhance our offerings to retail clients.

EncoreFx Ltd.

In December 2020, we acquired EncoreFx Inc., which was incorporated in the State of Washington, and is registered as a Money Services Business with the Financial Crimes Enforcement Network (“FinCEN”), having 33 state money transmitter licenses and whose primary operations include providing foreign-currency exchange risk management and global payment solutions services to small and medium sized businesses. Subsequent to the acquisition, EncoreFx Inc. was renamed as StoneX Payment Services Ltd.

Acquisitions during Fiscal Year 2020

Gain Capital Holdings, Inc.

In July 2020, we acquired Gain Capital Holdings, Inc. (“Gain”), a global provider of trading services and solutions to institutional and retail investors, specializing in both OTC products and exchange-traded futures and options on futures. Gain provides its clients with access to a diverse range of global OTC financial markets, including spot foreign exchange, precious metals, and CFDs (where permitted). As a result of the acquisition, we added a new digital platform to our global financial network, significantly expanded our offerings to retail clients, as well as added a complementary exchange-traded futures and options on futures business.

Regulation

Overview

Our business and the industries in which we operate are highly regulated. Our operating subsidiaries are regulated in a number of jurisdictions including the U.S., the U.K, Luxembourg, Germany, Cyprus, Argentina, Brazil, Dubai, Nigeria, Hong Kong, Singapore, Japan, Australia, Canada and the Cayman Islands. Government regulators and self-regulatory organizations oversee the conduct of our business in many ways, and a number perform regular examinations to monitor our compliance with applicable statutes, regulations and rules. These statutes, regulations and rules cover all aspects of our business, including:

- maintaining specified minimum amounts of capital and limiting withdrawals of funds from our regulated operating subsidiaries;
- the treatment of client assets, including custody, control, safekeeping and, in certain countries, segregation of our client funds and securities;
- the methods by which clients can fund accounts with us;
- sales and marketing activities, including our interaction with, and solicitation of, clients;
- disclosures to clients, including those related to product risks, self-dealing and material conflicts of interest;
- the collection, use, transfer and protection of client personal information;
- anti-money laundering practices;
- recordkeeping and reporting requirements; and
- continuing education and licensing requirements for our employees, and supervision of the conduct of directors, officers and employees.

In some jurisdictions in which we offer our products and services, we are not subject to regulation because there is no established regulatory regime that covers our products and services or due to the manner in which we offer our products and services. We consult with legal counsel in jurisdictions in which we operate on a regular basis, or where we have a material concentration of clients, as to whether we have the required authorizations, licenses or approvals or whether we may conduct our business cross-border with residents in that jurisdiction without obtaining local regulatory authorization, approval or consent. To the extent that we wish to serve clients in a jurisdiction in which we determine licensing or registration is required, we may also elect to direct such clients to a licensed white label or other partner, rather than pursuing licensing or registration ourselves.

Though we conduct our business in a manner which we believe complies with applicable local law, regulators may assert authority over activities that they deem to take place within the jurisdiction they regulate, and new laws, rules or regulations may be enacted that change the regulatory landscape and result in new, or clarify preexisting, registration or licensing requirements.

The primary responsibility for ensuring that we maintain compliance with all applicable regulatory requirements is vested in our legal and compliance departments. In addition, our legal and compliance departments are responsible for our ongoing training and education programs, supervision of our personnel required to be licensed by one or more of our regulators, review of sales, marketing and other communications and other related functions. Also where appropriate, our sales employees are licensed pursuant to applicable regulation.

Failure to comply with our regulatory requirements could result in a variety of sanctions, including, but not limited to, revocation of applicable licenses and registrations, restrictions or limitations on our ability to carry on our business, suspensions of individual employees and significant fines.

U.S. Regulation

The commodities industry in the U.S. is subject to extensive regulation under federal law. We are required to comply with a wide range of requirements imposed by the Commodity Futures Trading Commission (the “CFTC”) and the National Futures Association (the “NFA”). Similarly, the securities industry in the U.S. is subject to extensive regulation under federal and state securities laws. We must comply with a wide range of requirements imposed by the SEC, state securities commissions, the

Municipal Securities Rulemaking Board (“MSRB”) and the Financial Industry Regulatory Authority (“FINRA”). These regulatory bodies safeguard the integrity of the financial markets and protect the interests of investors in these markets. They also impose minimum capital requirements on regulated entities.

In connection with our wealth management business, one of our subsidiaries, SA Stone Investment Advisors Inc., is registered with, and subject to oversight by, the SEC as an investment adviser. As such, in its relations with its advisory clients, SA Stone Investment Advisors Inc. is subject to the fiduciary and other obligations imposed on investment advisers under the Investment Advisers Act of 1940 and the rules and regulations promulgated thereunder, as well as various state securities laws. These laws and regulations include obligations relating to, among other things, custody and management of client assets, marketing activities, self-dealing and full disclosure of material conflicts of interest, and generally grant the SEC and other supervisory bodies administrative powers to address non-compliance.

The CFTC and NFA also regulate our forex, futures and swaps trading activities. Historically, the principal legislation covering our U.S. forex business was the Commodity Exchange Act, which provides for federal regulation of all commodities and futures trading activities. In recent years, as is the case of other companies in the financial services industry, our forex business has been subject to increasing regulatory oversight. The CFTC Reauthorization Act of 2019, which grants the CFTC express authority to regulate the retail forex industry, includes a series of additional rules which regulate various aspects of our business, including additional risk disclosures to retail forex clients, further limitations on sales and marketing materials and additional rules and interpretive notices regarding NFA mandated Information Systems Security Programs, including training and notification requirements for cybersecurity incidents.

Net Capital Requirements

Many of our subsidiaries are regulated and subject to minimum and/or net capital requirements. All of our subsidiaries are in compliance with their capital regulatory requirements as of September 30, 2022. Additional information on our subsidiaries subject to significant net capital and minimum net capital requirements can be found in Note 21 to the Consolidated Financial Statements.

Segregated Client Assets

We maintain client segregated deposits from our clients relating to their trading of futures and options on futures on U.S. commodities exchanges, making it subject to CFTC regulation 1.20, which specifies that such funds must be held in segregation and not commingled with the firm’s own assets. We maintain acknowledgment letters from each depository at which we maintain client segregated deposits in which the depository acknowledges the nature of funds on deposit in the account. In addition, CFTC regulations require filing of a daily segregation calculation which compares the assets held in clients segregated depositories (“segregated assets”) to the firm’s total segregated assets held on deposit from clients (“segregated liabilities”). The amount of client segregated assets must be in excess of the segregated liabilities owed to clients and any shortfall in such assets must be immediately communicated to the CFTC.

In addition, we are subject to CFTC regulation 1.25, which governs the acceptable investment of client segregated assets. This regulation allows for the investment of client segregated assets in readily marketable instruments including U.S. Treasury securities, municipal securities, government sponsored enterprise securities, certificates of deposit, commercial paper and corporate notes or bonds which are guaranteed by the U.S. under the Temporary Liquidity Guarantee Program, interest in money market mutual funds, and repurchase transactions with unaffiliated entities in otherwise allowable securities. We predominately invest our client segregated assets in U.S. Treasury securities and interest-bearing bank deposits.

In addition, in our capacity as a securities clearing broker-dealer, we clear transactions for clients and certain proprietary accounts of broker-dealers (“PABs”). In accordance with Rule 15c3-3 of the Securities Exchange Act of 1934 (“Rule 15c3-3”), we maintain special reserve bank accounts (“SRBAs”) for the exclusive benefit of securities clients and PABs.

Secured Client Assets

We maintain client secured deposits from our clients relating to their trading of futures and options on futures traded on, or subject to the rules of, a foreign board of trade, making it subject to CFTC Regulation 30.7, which requires that such funds must be carried in separate accounts in an amount sufficient to satisfy all of our current obligations to clients trading foreign futures and foreign options on foreign commodity exchanges or boards of trade, which are designated as secured clients’ accounts.

Retail Forex Client Assets

As a Retail Foreign Exchange dealer (“RFED”) registered with the CFTC and member of NFA, we maintain deposits from clients relating to their trading of OTC foreign exchange contracts whereby we act as counterparty to client trading activity making it subject to CFTC regulation 5.8, which specifies that such funds must be held in designated accounts at qualifying institutions in the United States or money center countries as defined by CFTC regulation 1.49. In addition, CFTC regulations require filing of a daily retail forex obligation calculation which compares the assets held for clients with qualifying institutions (“retail forex assets”) to the firm’s total obligation to retail forex clients, also known as net liquidating value (“retail forex

liabilities”). The amount of retail forex assets must be in excess of the retail forex liabilities owed to clients and any shortfall in such assets must be immediately communicated to the CFTC.

Dodd-Frank

Like other companies in the financial services industry, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”) provides for a number of significant provisions affecting our business. Notably, the Dodd-Frank Act requires the registration of swap dealers with the CFTC and provides framework for:

- swap data reporting and record keeping on counterparties and data repositories;
- centralized clearing for swaps, with limited exceptions for end-users;
- the requirement to execute swaps on regulated swap execution facilities;
- the imposition on swap dealers to exchange margin on uncleared swaps with counterparties; and
- the requirement to comply with new capital rules.

We are a CFTC provisionally registered swap dealer, whose business is overseen by the NFA. During 2016, CFTC 23.154, Calculation of Initial Margin rules came into effect, imposing new requirements on registered swap dealers and certain counterparties to exchange initial margin, with phased-in compliance dates, under which we fall in the final compliance date tier recently extended to September 2022. Additionally, the CFTC finalized the proposed net capital rules applicable to swap dealers on July 22, 2020, with the new rules effective October 6, 2021.

With respect to our retail OTC business, the Dodd-Frank Act includes:

- rules that require us to ensure that our clients residing in the United States have accounts open only with our U.S. registered NFA-member operating entity; and
- rules that essentially require all retail transactions in any commodity product other than a retail foreign currency transaction that is traded on a leveraged basis to be executed on an exchange, rather than OTC.

Certain provisions of the Dodd-Frank Act have yet to be implemented and we will continue to monitor all applicable developments in the ongoing implementation of the Dodd-Frank Act. The legislation and implementing regulations affect not only us, but also our clients and counterparties.

OFAC

The U.S. maintains various economic sanctions programs administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”). The OFAC administered sanctions take many forms, but generally prohibit or restrict trade and investment in and with sanctions targets, and in some cases require blocking of the target’s assets. Violations of any of the OFAC-administered sanctions are punishable by civil fines, criminal fines, and imprisonment. We believe that we have implemented, and that we maintain, appropriate internal practices, procedures and controls to enable us to comply with applicable OFAC requirements.

U.S. Patriot Act

We are subject to a variety of statutory and regulatory requirements concerning our relationships with clients and the review and monitoring of their transactions. Specifically, we are subject to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “USA PATRIOT Act”), which requires that we maintain a comprehensive anti-money laundering (“AML”) program, a customer identification program (CIP), designate an AML compliance officer, provide specified employee training and conduct an annual independent audit of our AML program. The USA PATRIOT Act seeks to promote cooperation among financial institutions, regulators and law enforcement entities in identifying parties that may be involved in terrorism or money laundering. Anti-money laundering laws outside of the U.S. contain similar provisions. We believe that we have implemented, and that we maintain, appropriate internal practices, procedures and controls to enable us to comply with the provisions of the USA PATRIOT Act and other anti-money laundering laws.

FINCEN CDD Final Rule

Additionally, our US legal entities qualifying as covered financial institutions are subject to the Customer Due Diligence Rule (“the CDD Rule”), which clarifies and strengthens customer due diligence requirements. This applies to our US brokers dealer(s) in securities, futures commission merchants, and introducing brokers in commodities. The CDD Rule requires these covered financial institutions to identify and verify the identity of the natural persons (known as beneficial owners) of legal entity customers who own, control, and profit from companies when those companies open accounts.

The CDD Rule has four core requirements. It requires covered financial institutions to establish and maintain written policies and procedures that are reasonably designed to:

- identify and verify the identity of customer;
- identify and verify the identity of the beneficial owners of companies opening accounts;
- understand the nature and purpose of customer relationships to develop customer risk profiles; and
- conduct ongoing monitoring to identify and report suspicious transactions and, on a risk basis, to maintain and update customer information.

With respect to the requirement to obtain beneficial ownership information, financial institutions will have to identify and verify the identity of any individual who owns 25 percent or more of a legal entity, and an individual who controls the legal entity. A Beneficial Ownership Form is also required. These requirements are applied to customers which meet the CDD Rule Criteria.

European and United Kingdom Regulation

The Financial Conduct Authority (“FCA”), the regulator of investment firms in the U.K., regulates our U.K. subsidiary as a Markets in Financial Instruments Directive (“MiFID”) investment firm under U.K. law. In Europe, our regulated subsidiaries are subject to E.U. regulation. Across the U.K. and E.U., the respective transpositions of the Market Abuse Regulation, and the General Data Protection Regulation, also apply.

Applicable regulations also impose regulatory capital, as well as conduct of business, governance, and other requirements on these entities. The client assets (“CASS”) rules in the MIFID regulations include those that govern the handling of client money and other assets which, under certain circumstances must be segregated from the firm’s own assets.

CFD’s referencing cryptocurrencies

The FCA has adopted rules to ban the sale of CFDs referencing cryptocurrencies to retail consumers, which became effective in January 2021.

Client Money Rules

We are subject to the FCA’s Client Money rules, under which we are required to:

- maintain adequate segregation of client funds;
- maintain adequate records in order to identify appropriate client details;
- have adequate organizational arrangements in place to minimize the risk that client money may be paid for by the account of a client whose money has not yet been received by us;
- undertake daily internal and external client money reconciliations within an appropriate risk and control framework; and
- appoint an individual who is responsible for CASS oversight.

Anti-Money Laundering and Sanctions

As in the U.S., our U.K. and European entities are subject to statutory and regulatory requirements concerning relationships with customers and the review and monitoring of their transactions. Regulated firms in both the U.K. and in the European Union (“E.U.”) must have robust governance, effective risk procedures and adequate internal control mechanisms to manage the exposure to financial crime risk. The measures require the U.K. and E.U. entities to verify customer identity and understand the nature and purpose of the proposed relationship on the basis of documents, data or information obtained from a reliable and independent source; and review and monitor their customer’s transactions and activities to identify anything suspicious.

Our U.K. and E.U. entities take a risk-based approach and senior management are responsible for addressing these risks. There is a requirement to regularly identify and assess the exposure to financial crime risk and report to the governing body on the same. This enables the targeting of financial crime resources on the areas of greatest risk. Procedures in the U.K. and E.U. are based on guidance and requirements issued both at a national and supranational level.

The FCA and the financial supervisory authorities in the E.U. require our entities to have systems and controls in place to enable them to identify, assess, monitor and manage financial crime risk. Accordingly, we have implemented appropriate systems and controls which are proportionate to the nature, scale and complexity of our activities. We provide relevant training to our employees in relation to financial crime. As required, our EMEA Money Laundering Reporting Officer as well as the Money Laundering Reporting Officer appointed in respect of each of the entities in the E.U. provide regular reports on the operation and effectiveness of these systems and controls, including details of our regular assessments of the adequacy of these systems and controls to ensure their compliance with the local regulatory requirements.

Our financial crime systems and controls also include routine screening to identify where customers and others with whom we transact may be subject to financial sanctions, including measures initiated or adopted by *inter alia* the U.K. Treasury, E.U. or OFAC (as required in the U.S.)

EMIR

The E.U. European Market Infrastructure Regulation (Regulation (EU) 648/2012) (“EMIR”) imposes requirements on entities that enter into any form of derivative contract and applies directly to firms in the E.U. that trade derivatives and indirectly to non-E.U. firms that trade derivatives with E.U. firms. Accordingly, under these rules, we are required to:

- report all derivative contracts and their lifecycle events (concluded, modified and terminated) to which we are a party to a trade repository either by ourselves or through a third party;
- keep all records relating to concluding of derivative contracts and any subsequent modification for 5 years;
- comply with the risk management requirements for OTC bilateral derivatives, including portfolio reconciliation, portfolio compression, record keeping, dispute resolution and margining; and
- clear through central counterparties all OTC derivatives which will be subject to the mandatory clearing obligation.

MiFID

Where firms offer “execution only” services for certain financial instruments which are deemed “complex”, E.U. Markets in Financial Instruments Directive II (Directive 2014/65/EU) (“MiFID II”) requires firms to assess the appropriateness of those investments for retail clients. For this assessment, we are required to collect information about our existing and potential clients’ knowledge and experience with regard to specific products and services, including:

- the types of services, transactions and financial instruments with which the retail client is familiar;
- the nature, volume, and frequency of the retail client’s transactions in financial instruments and the period over which they have been carried out; and
- the level of education, and profession or relevant former profession of the retail client or potential retail client.

We are required to offer to a retail client or transact for them only those products that are deemed appropriate for their knowledge, experience and other circumstances. If the retail client demands a product that has been assessed as inappropriate for the retail client’s circumstances by us, we may either refuse to offer the product to the client or allow them access to the product but we are required to give the retail client a warning that the product may be inappropriate to its circumstances. We are not required to undertake this analysis for professional clients as we are entitled to assume that a professional client has the necessary knowledge and experience in order to understand the risks involved in relation to the particular products or services for which they have been classified as a professional client.

In addition to the requirements described above, MiFID II requires that:

- firms carry out an appropriateness assessment before providing an execution only service to retail clients;
- transparency is given to derivatives traded on regulated markets, multi-lateral trading facilities (“MTFs”), and organized trading facilities (“OTFs”);
- transactions are reported for those financial instruments traded on MTFs, OTFs, and those financial instruments where the underlying instrument is traded on a Trading Venue; and
- E.U. Member State regulators ban or restrict the marketing, distribution or sale of a financial instrument or types of financial practice where there is a threat to investor protection, the orderly functioning and integrity of markets or to financial stability. The European Banking Authority and the European Securities and Markets Authority have similar powers to impose a ban on an E.U.-wide basis or in relation to a particular E.U. Member State.

Packaged Retail and Insurance-based Investment Products

Our U.K. entities are required to comply with the PRIIPs Regulation in relation to packaged retail and insurance-based investment products (“PRIIPs”) that they manufacture, advise on or sell to retail clients. The FCA regards derivatives (including options, futures, and contracts for difference) as falling within the definition of a PRIIP. The regime requires us to provide retail clients with a standardized key information document (“KID”) in good time before any transaction in derivatives is concluded or for transactions concluded by distance communications, after the transaction has taken place, but only if it is not possible to provide the KID in advance and the client consents.

Payments Services Regulations 2017

The Payments Services Regulations 2017 (“PSRs”) implemented the second Payments Services Directive (“PSD II”) in the U.K. The most significant development contained in the PSD II is the requirement for payment services firms to introduce strong customer authentication (“SCA”) on the payment platforms which was required to be fully implemented by March 2022.

Brexit

The U.K. left the E.U. in January 2020 pursuant to a Withdrawal Agreement. It entered into a transition period which expired on December 31, 2020. Following the expiration of this transition period, British investment and payment firms have lost the right to conduct business within European Economic Area (“EEA”) states based on their ‘home’ state authorization. Without appropriate authorization, British firms are largely restricted to providing business to clients that are domiciled in the EEA on a ‘reverse solicitation’ basis. Furthermore, British investment firms have lost certain rights with respect to access to, or providing their clients with a connection to, certain infrastructural assets that are necessary for the provision of certain services. An example is the provision of direct electronic access to trading venues authorized in the E.U.

StoneX Financial Ltd put in place a comprehensive Brexit contingency plan to mitigate the risks associated with Brexit. This included the transfer of assets, services and clients to StoneX Financial Ltd’s subsidiary (StoneX Financial GmbH) and sister company (StoneX Financial Europe S.A).

Similarly, the group has executed a plan to mitigate the risks associated with Brexit for retail clients including the establishment of a licensed entity in Cyprus, StoneX Europe Ltd.

U.K. Investment Firm Prudential Regime

The U.K. implemented a new prudential regime that replaced the previously existing Capital Requirements Regulation (“CRR”) and fourth Capital Requirements Directive (“CRD IV”) in January 2022. The U.K. Investment Firm Prudential Regime (“IFPR”) is intended to introduce a more appropriate regime for investment firms, which are currently regulated under rules designed for banks. StoneX Financial Ltd is not currently expecting that the IFPR will require significant changes to be made to its prudential requirements. This new prudential regime entered into force in June 2021 in the E.U.

E.U. Conflict Minerals Regulation

The E.U. Conflict Minerals Regulation (“CMR”) became effective in January 2021. The U.K. adopted the CMR as it entered the U.K. statute book for Northern Ireland before the expiration of the Brexit transition period. The FCA is expected to recognize the Global Precious Metals Code in the U.K. following a recent consultation. The CMR requires importers to conduct due diligence on their gold, tantalum, tin, and tungsten supply chains to identify minerals that may have originated from conflict zones. The new requirements are largely based on existing guidance issued by the Organisation for Cooperation and Development (OECD) which StoneX Financial Ltd already applies. The firm has made some amendments to its policies and procedures in anticipation of the regulation and keeps these under review as part of its systems and controls.

Other International Regulation

Our operating subsidiaries in jurisdictions outside of the U.S. U.K. and E.U. are registered with, or obtained a license from, local regulatory bodies that seek to protect clients by imposing requirements relating to capital adequacy and other matters.

Several of our foreign subsidiaries are subject to certain business rules, including those that govern the treatment of client money and other assets which under certain circumstances for certain classes of client must be segregated from the firm’s own assets.

Privacy and Data Protection

Our business is subject to rules and regulations adopted by state, federal and foreign governments, and regulatory organizations governing data privacy, including for example the California Consumer Privacy Act (CCPA) and the European General Data Protection Regulation (GDPR). Additional states, as well as foreign jurisdictions, have enacted or are proposing similar data protection regimes, resulting in a rapidly evolving landscape governing how we collect, use, transfer and protect personal data.

Exchange Memberships

Through our various operating subsidiaries, we are member of a number of exchanges, including the Chicago Mercantile Exchange, the Chicago Board of Trade, the New York Mercantile Exchange, COMEX, InterContinental Exchange, Inc., the New Zealand Exchange, the Minneapolis Grain Exchange, the London Metal Exchange, ICE Europe Ltd, Euronext Amsterdam, Euronext Paris, European Energy Exchange, Norexco ASA, the Rosario Futures Exchange, ICE Futures Abu Dhabi, Small Exchange, Inc., Nodal Exchange and the Singapore Exchange. These exchanges impose their own requirements on a variety of matters, in some cases addressing capital adequacy, protection of client assets, record-keeping and reporting.

Failure to comply with our exchange membership requirements could result in a variety of consequence, including, but not limited to fines and revocation of memberships, which would limit on our ability to carry on our business with these exchanges.

Human Capital Management

We believe that our success is determined in large part by the quality and dedication of our people and by the empowerment of our employees to serve and engage our clients globally. At the direction of our Executive Committee and in furtherance of our strategies as a whole, our worldwide human resources officers are responsible for developing and executing our human capital

strategy. This includes the attraction, acquisition, development and engagement of talent to deliver on our strategy and the design of employee compensation, incentive, welfare and benefits programs. We focus on the following factors in order to implement and develop our human capital strategy:

- Employee Compensation and Incentives
- Evaluation of Employee Performance, Training and Talent Development
- Employee Health and Welfare
- Diversity and Inclusion

Employee Compensation and Incentives

Ensuring that our employees are well-compensated and have the appropriate incentives in place to meet and exceed their potential is a central part of our human capital strategy. Our entrepreneurial culture ties pay to performance in a variety of ways, including incentive compensation, merit-based bonus programs and variable compensation. We also encourage our employees to acquire an ownership stake in our business by sponsoring stock option and restricted stock plans for directors, officers and employees. Furthermore, our Nominating & Governance Committee imposes requirements that our directors and executive officers maintain a financial interest in our stock by owning vested Company stock, fostering an additional sense of ownership and alignment of interests.

Evaluation of Employee Performance, Training and Talent Development

We commit to our employees by encouraging their growth and professional development through performance management, training and talent development, including:

- *Performance evaluations.* Employee performance is evaluated annually through written self-assessments which are reviewed in discussions with supervisors and managers. Employee performance is assessed based on a variety of key performance indicators, including achievement of objectives specific to the employee's department or role, an assessment of company core competencies, feedback from peers and subordinate employees and managers in other departments and an assessment conducted by the employee's direct manager.
- *Business Unit Training.* Business units provide hands-on training to their employees to equip them for success in their roles and provide increased opportunities to develop their careers.
- *Manager Training.* Management training is provided to certain senior leaders and mid-level managers. This training covers, among other topics, talent review, development of underperforming employees, handling employee misconduct and coaching and success workshops.
- *Know-Your-Business Programs.* We make available to employees a monthly "Know-Your-Business" program led by senior managers, including our CEO, to provide our employees with the opportunity to learn about our diverse product and service offerings, as well as familiarize themselves with the various operational and administrative support areas.
- *Virtual Networking and Mentoring Programs.* We have established networking and mentoring programs to provide an additional means for employees to connect with each other, learn about different parts of our business and to help each other further develop their careers.

Employee Health and Welfare

We believe that doing our part to maintain the health and welfare of our employees is a critical element for achieving commercial success. As such, we provide our employees with comprehensive health benefits and offer a wellness program which focuses on employee health strategies and includes a discount to employee medical premiums for the completion of wellness initiatives. We have taken a proactive approach to addressing the Covid-19 pandemic's impact on our employees, implementing a mitigation response and monitoring program, which includes a Covid-19 Response Task Force, in order to protect the health of our employees, encouraging and in some instances requiring working from home, and balancing these steps with a carefully considered return to office policy that complies with local guidelines for each of our offices. We promote a culture of hard work and achievement that also strives to provide an appropriate work-life balance for our employees. We conduct employee surveys from time-to-time to collect feedback and incorporate into our planning. In addition, we offer employee assistance programs, including confidential assistance for financial, mental and physical well-being. Finally, we believe that the well-being of our employees is enhanced when they can give back to their local communities or charities and have established the "Collective Giving" program to facilitate participation by our employees in these initiatives and provide a company match for charitable contributions.

Diversity and Inclusion

We believe that we are more successful commercially with a diverse employee population and encourage hiring and promotion practices that focus on the best talent and the most effective performers, regardless of gender, national origin, ethnicity or other

protected class. We have adopted an Affinity Group Policy which provides a framework for groups of employees to interact over areas of common interest, an example being the Women of StoneX program which focuses on supporting and developing our female employees. In addition, our Board includes two female directors and two self-identified diverse directors, and our Nominating and Governance Committee is actively focused on issues of diversity and inclusion as part of its overall mandate. Because we operate a global business across multiple business segments, products and service areas, we believe it is especially important that we attract employees with diverse backgrounds and the capability to address client needs across the numerous cultures in the countries in which we operate. We continually analyze and monitor gender and ethnicity across our employee population and report regularly into Executive Committee and the Board.

Foreign Operations

We operate in a number of foreign jurisdictions, including Canada, Ireland, the U.K., Cyprus, Luxembourg, Germany, Spain, Argentina, Brazil, Colombia, Uruguay, Paraguay, Mexico, Nigeria, Dubai, China, India, Hong Kong, Australia, Singapore, Japan, Cayman Islands, Bermuda and Poland. We established wholly owned subsidiaries in the Netherlands, Cayman Islands and Bermuda but do not have offices or employees in those countries.

Intellectual Property

We rely on a combination of trademark, copyright, trade secret and unfair competition laws in the United States and other jurisdictions to protect our proprietary technology, intellectual property rights and our brands (e.g., StoneX, IRMP, FOREX.com, GAIN Capital, and City Index). We also enter into confidentiality and invention assignment agreements with our employees and consultants, and confidentiality agreements with other third parties. We rigorously control access to our proprietary technology. Currently, we do not have any pending or issued patents.

We use a variety of service marks that have been registered with the U.S. Patent and Trademark Office (“USPTO”), including: StoneX, IRMP, FCStone, FCStone, CommodityNetwork, CoffeeNetwork, GAIN Capital, FOREX.com, It’s Your World. Trade It., GAIN Capital Futures, and GAIN Futures. We have applications pending with the USPTO for StoneX One, StoneHedge and Global Payments Connect. We also have registered trademarks covering our City Index brand name and logo in a variety of jurisdictions, including Australia, the U.K., the E.U., Singapore and China. We also have pursued trademark protection through the Madrid Protocol covering our StoneX brand name in a variety of jurisdictions. To date, we have received grants of registration in Australia, Brazil, Benelux, Columbia, the U.K., Japan, South Korea, Mexico, Singapore and are awaiting examination resolutions in other jurisdictions.

Business Risks

We seek to mitigate the market and credit risks arising from our financial trading activities through an active risk management program. The principal objective of this program is to limit trading risk to an acceptable level while maximizing the return generated on the risk assumed.

We have a defined risk policy administered by our risk management committee, which reports to the Risk Committee of our Board of Directors. We established specific exposure limits for inventory positions in every business, as well as specific issuer limits and counterparty limits. We designed these limits to ensure that in a situation of unexpectedly large or rapid movements or disruptions in one or more markets, systemic financial distress, and the failure of a counterparty or the default of an issuer, the potential estimated loss will remain within acceptable levels. The Risk Committee of our Board of Directors reviews the performance of the risk management committee on a quarterly basis to monitor compliance with the established risk policy.

Item 1A. Risk Factors

We face a variety of risks that could adversely impact our financial condition and results of operations, set forth below.

Macroeconomic Risks

Our ability to achieve consistent profitability is subject to uncertainty due to the nature of our businesses and the markets in which we operate. Our revenues and operating results may fluctuate significantly because of the following factors:

- market conditions, such as price levels and volatility in the commodities, securities and foreign exchange markets in which we operate;
- changes in the volume of our market-making and trading activities;
- changes in the value of our financial instruments, currency and commodities positions and our ability to manage related risks; and
- the level and volatility of interest rates.

There have been significant declines in trading volumes in the financial markets generally in the past and there may be similar declines in trading volumes generally or across our platforms in particular in the future. Any one or more of the above factors

may contribute to reduced trading volumes. Our revenues and profitability are likely to decline significantly during periods of stagnant economic conditions or decreased trading volume in the U.S. and global financial markets.

Although we continue our efforts to diversify the sources of our revenues, it is likely that our revenues and operating results will continue to fluctuate substantially in the future and such fluctuations could result in losses. These losses could have a material adverse effect on our business, financial condition and operating results.

Our net operating revenues may decrease due to changes in client trading volumes which are dependent in large part on commodity prices and commodity price volatility. Our clients' trading volumes are largely driven by the degree of volatility—the magnitude and frequency of fluctuations—in prices of commodities. Higher volatility increases the need to hedge contractual price risk and creates opportunities for arbitrage trading. Energy and agricultural commodities markets periodically experience significant price volatility. In addition to price volatility, increases in commodity prices generally lead to increased trading volume. As prices of commodities rise, especially energy prices, new participants enter the markets to address their growing risk-management needs or to take advantage of greater trading opportunities. Sustained periods of stability in the prices of commodities or generally lower prices could result in lower trading volumes and, potentially, lower revenues. In addition, lower volatility and lower volumes could lead to lower client balances held on deposit, which in turn may reduce the amount of interest revenue and account fees we collect based on these deposits.

Factors that are particularly likely to affect price volatility and price levels of commodities include supply and demand of commodities, weather conditions affecting certain commodities, national and international economic and political conditions, the perceived stability of commodities and financial markets, the level and volatility of interest rates and inflation and the financial strength of market participants.

Low short-term interest rates negatively impact our profitability. We earn interest and fee income on client balances left on deposit with us. We have generated significant interest-related revenue in both the current and prior periods and a decline in short-term interest rates or a decline in the amount of client funds on deposit may have a material adverse effect on our profitability in the future.

Short-term interest rates are highly sensitive to factors that are beyond our control and we can provide no assurance as to whether short-term interest rates will decline in the future.

Our financial position and results of operations may be adversely affected by unfavorable economic and financial market conditions, including the ongoing impact of the COVID-19 pandemic and the conflict between Ukraine and Russia.

Economic and financial market conditions, including those caused by the ongoing COVID-19 pandemic and the conflict between Ukraine and Russia and related sanctions imposed by the U.S. Department of Treasury and other governing bodies in countries in which we conduct business, have created significant market volatility, uncertainty and economic disruption. While increased volatility is typically a driver of increased client activity and growth in our operating revenues, longer periods of extreme volatility and dislocation in global securities, foreign exchange and commodity markets may affect our ability to establish effective offsetting positions in our principal trading and market-making activities which may expose us to trading losses. In addition, in the event that a global recession or slowdown occurs, this could lead to extended periods of low short-term interest rates and decreased volatility which could adversely affect our profitability. We also may be exposed to increased counterparty default, liquidity and credit risks with respect to our client accounts, which means if our clients experience losses in excess of the funds they have deposited with us, we may not be able to recover the negative client equity from our clients. In these circumstances, we may nonetheless be required to fund positions with counterparties using our own funds, which in turn would reduce our liquidity buffers. If any of these risks materialize, our operating results or ability to conduct our business may be materially adversely affected.

In addition, the continuation of the COVID-19 pandemic has led to increased operational and cybersecurity risks. These risks include, among others, increased demand on our information technology resources and systems and the increased risk of phishing and other cybersecurity attacks. Any failure to effectively manage these increased operational and cybersecurity demands and risks may materially adversely affect our results of operations and the ability to conduct our business. For a further discussion of cybersecurity risks, see Technology and Cybersecurity Risks below.

To the extent the continuation of the COVID-19 pandemic and the ongoing conflict between Ukraine and Russia adversely affects our business, financial condition, liquidity or results of operations, these events may also have the effect of heightening many of the other risks described herein and in any future Quarterly Reports on Form 10-Q or other filings we make with the SEC.

Business Risks

We face risks associated with our market-making and trading activities. A significant portion of our operating revenues are generated through our market making and trading activities. The success of our market-making and trading activities principally depends on:

- the price volatility of specific financial instruments, currencies and commodities;
- our ability to attract order flow and our competitiveness;
- the skill of our personnel, including the efficiency of our order execution, quality of our client service and the sophistication of our trading technology;
- the availability of sufficient capital, in order to provide enhanced liquidity to our clients; and
- general market conditions.

We conduct our market-making and trading activities predominantly as a principal and therefore hold positions that bear the risk of significant price fluctuations, rapid changes in the liquidity of markets, deterioration in the creditworthiness of our counterparties and other risks that may cause the value of our positions to decline, which would lead to lower operating revenues.

In addition, as a market maker, while we seek to hedge our exposure to market risk relating to the positions we hold, at any given moment, our unhedged exposure subjects us to market risk, including the risk of significant losses. Principal gains and losses resulting from our positions could have a disproportionate effect, positive or negative, on our financial condition and results of operations for any particular reporting period. These risks are increased when we have concentrated positions in securities of a single issuer or issuers in specific countries and markets, which is the case from time-to-time.

Declines in the volume of securities, commodities and derivative transactions and in market liquidity generally may result in lower revenues from market-making and trading activities. Changes in price levels of securities and commodities and other assets, and in interest and foreign exchange rates also may result in reduced trading activity and reduce our revenues from market-making transactions. Changes in price levels also may result in losses in the fair value of securities, commodities and other assets held in inventory. Sudden sharp changes in the fair value of securities, commodities and other assets can result in a number of adverse consequences for our business, including illiquid markets, fair value losses arising from positions held by us, and the failure of buyers and sellers of securities, commodities and other assets to fulfill their settlement obligations. Any change in market volume, price or liquidity or any other of these factors could have a material adverse effect on our business, financial condition and operating results.

We operate as a principal in the OTC derivatives markets which involves significant risks associated with commodity derivative instruments in which we transact. We offer OTC derivatives to our clients in which we act as a principal counterparty. We endeavor to simultaneously offset the underlying risk of the instruments, such as commodity price risk, by establishing corresponding offsetting positions with commodity counterparties, or alternatively we may offset those transactions with similar but not identical positions on an exchange. To the extent that we are unable to simultaneously offset an open OTC derivative position or the offsetting transaction is not effective to fully eliminate the derivative risk, we have market risk exposure on these unmatched transactions. Our exposure varies based on the size of our overall positions, the terms and liquidity of the instruments we offer to our clients and the amount of time the positions remain open.

While we mitigate market risk on OTC derivative positions with strict risk limits, limited holding periods and active risk management, adverse movements in the referenced assets or rates underlying these positions or a downturn or disruption in the markets for these positions could result in a substantial loss. In addition, any principal gains and losses resulting from these positions could have a disproportionate effect, positive or negative, on our financial condition and results of operations for any particular reporting period.

Transactions involving OTC derivative contracts may be adversely affected by fluctuations in the level, volatility, correlation or relationship between market prices, rates, indices and/or other factors. These types of instruments may also suffer from illiquidity in the market or in a related market.

OTC derivative transactions are subject to unique risks. OTC derivative transactions are subject to the risk that, as a result of mismatches or delays in the timing of cash flows due from or to counterparties in OTC derivative transactions or related hedging, trading, collateral or other transactions, we or our counterparty may not have adequate cash available to fund our or its current obligations.

We could incur material losses pursuant to OTC derivative transactions because of inadequacies in or failures of our internal systems and controls for monitoring and quantifying the risk and contractual obligations associated with OTC derivative transactions and related transactions or for detecting human error, systems failure or management failure.

OTC derivative transactions may generally be modified or terminated only by mutual consent of the parties to any such transaction (other than in certain limited default and other specified situations (e.g., market disruption events)) and subject to agreement on individually negotiated terms. Accordingly, it may not be possible to modify, terminate or offset obligations or exposure to the risk associated with a transaction prior to its scheduled termination date.

In addition, we note that as a result of rules adopted by U.S. and foreign regulators concerning certain financial contracts, including OTC derivatives, entered into with our counterparties that have been designated as global systemically important banking organizations, we may be restricted in our ability to terminate such contracts following the occurrence of certain insolvency-related default events. Transactions with these counterparties, therefore, carry heightened risk in the event that the counterparty defaults on its obligations to us.

We are subject to margin funding requirements on short notice. Our business involves establishment and carrying of substantial open positions for clients on futures exchanges and in the OTC derivatives markets. We are required to post and maintain margin or credit support for these positions. Although we collect margin or other deposits from our clients for these positions, significant adverse price movements can occur which will require us to post margin or other deposits on short notice, whether or not we are able to collect additional margin or credit support from our clients. We maintain borrowing facilities for the purpose of funding margin and credit support and have in place procedures for collecting margin and other deposits from clients on a same-day basis; however, there can be no assurance that these facilities and procedures will provide us with sufficient funds to satisfy funds to satisfy any additional margin or credit support we may be required to post in the event of severe adverse price movements affecting the open positions of our clients. Generally, if a client is unable to meet its margin call, we promptly liquidate the client's account. However, there can be no assurance that in each case the liquidation of the account will not result in a loss to us or that liquidation will be feasible, given market conditions, size of the account and tenor of the positions.

We are exposed to counterparty credit risk whereby the failure by persons with whom we do business to meet their financial obligations could adversely affect our business, financial condition and results of operations. We are exposed to the risk that our counterparties fail to meet their obligations to us or to other parties, resulting in significant financial loss to us. These risks include:

- failure by our clients and counterparties to fulfill contractual obligations and honor commitments to us;
- failure by clients to deposit additional collateral for their margin loans during periods of significant price declines;
- failure by our clients to meet their margin obligations;
- failure by our hedge counterparties to meet their obligations to us;
- failure by our clearing brokers and banks to adequately discharge their obligations on a timely basis or remain solvent; and
- default by clearing members in the clearing houses in the U.S. and abroad of which we are members which could cause us to absorb shortfalls pro rata with other clearing members.

These and similar events could materially affect our business, financial condition and results of operations. While we have policies, procedures and automated controls in place to identify and manage our credit risk, there can be no assurance that they will effectively mitigate our credit risk exposure. If our policies, procedures and automated controls fail, our business, financial condition and results of operations may be adversely affected.

We are subject to risk of default by financial institutions that hold our funds and our clients' funds. We have significant deposits of our own funds and our clients' funds with banks and other financial institutions, including liquidity providers. In the event of the insolvency of one of these financial institutions, we might not be able to fully recover the assets we have deposited since, in certain cases, we will be among the institution's unsecured creditors. As a result, our business, financial condition and results of operations could be materially adversely affected by the loss of these funds.

We rely on relationships with introducing brokers for obtaining some of our clients and our business or reputation could be harmed by such introducing broker misconduct or errors. We have relationships with introducing brokers, both domestic and international, who solicit clients for their execution and/or advisory services. Those introducing brokers work to establish execution and/or clearing accounts with our entities for those new client relationships but generally serve as the primary relationship and customer service point for those clients. Many of our relationships with introducing brokers are non-exclusive or may be canceled on relatively short notice. In addition, our introducing brokers have no obligation to provide new client relationships or minimum levels of transaction volume. To the extent any of our competitors offers more attractive compensation terms to one or more of our introducing brokers, we could lose the brokers' services or be required to increase the compensation we pay to retain the brokers. Further, we may agree to set the compensation for one or more introducing brokers at a level where, based on the transaction volume generated by clients directed to us by such brokers, it would have been more economically attractive to seek to acquire the clients directly rather than through the introducing broker. Our failure to maintain

our relationships with these introducing brokers or the failure of these introducing brokers to establish and maintain client relationships could result in a loss of revenues, which would adversely affect our business.

We may be held responsible by regulators or third-party plaintiffs for any improper conduct by our introducing brokers, even though we do not control their activities. This may be the case even when the introducing brokers are separately regulated. Many of our introducing brokers operate websites, which they use to advertise our services or direct clients to us and there may be statements on such websites in relation to our services that may not be accurate and may not comply with applicable rules and regulations. Any disciplinary action taken against us relating to the activities of our introducing brokers, or directly against any of our introducing brokers could have a material adverse effect on our reputation, damage our brand name and adversely affect our business, financial condition and operating results.

Products linked to cryptocurrencies could expose us to technology, regulatory and financial risks. We offer derivative products linked to Bitcoin and other cryptocurrencies in certain jurisdictions, and may expand the types of these products offered, the associated types of cryptocurrencies and the jurisdictions in which the products are offered. The distributed ledger technology underlying cryptocurrencies and other similar financial assets is evolving at a rapid pace and may be vulnerable to cyberattacks or have other inherent weaknesses that are not yet apparent. We may be, or may become, exposed to risks related to cryptocurrencies or other financial products that rely on distributed ledger technology through our facilitation of clients' activities involving such financial products linked to distributed ledger technology.

There is currently no broadly accepted regulatory framework for Bitcoin or other cryptocurrencies, and the regulation of cryptocurrencies is developing and changing rapidly in the U.S. and other countries around the world. For example, in the U.S., it is unclear whether many cryptocurrencies are "securities" under federal securities laws, and the implications for us if any of our products linked to cryptocurrencies are determined to be securities could be significant and adverse. In addition, some market observers have asserted that historical material price fluctuations in many cryptocurrency markets, such as that for Bitcoin, may indicate the propensity for cryptocurrency markets to "bubble," and if markets for any cryptocurrencies linked to our products suffer severe fluctuations, our clients could experience significant losses and we could lose their business.

The manner in which we account for certain of our precious metals and energy commodities inventory may increase the volatility of our reported earnings. Our net income is subject to volatility due to the manner in which we report our precious metals and energy commodities inventory held by subsidiaries that are not broker-dealers. Our precious metals and energy inventory held in subsidiaries which are not broker-dealers is stated at the lower of cost or net realizable value. We generally mitigate the price risk associated with our commodities inventory through the use of derivatives. We do not elect hedge accounting under U.S. GAAP for this price risk mitigation. In such situations, any unrealized gains in our precious metals and energy inventory in our non-broker-dealer subsidiaries are not recognized under U.S. GAAP, but unrealized gains and losses in related derivative positions are recognized under U.S. GAAP. As a result, our reported earnings from these business segments are subject to greater volatility than the earnings from our other business segments.

Our risk management policies and procedures may leave us exposed to unidentified or unanticipated risk, which could harm our business. Our risk management policies and procedures may not be fully effective in mitigating our risk exposure in all market environments or against all types of risk, including risks that are unidentified or unanticipated. Our risk management policies and procedures require, among other things, that we record and monitor thousands of transactions each day and we face the significant risk that we are not able to appropriately manage the risk associated with the large volume of transactions.

Our risk management policies and procedures rely on a combination of technology and human controls and supervision that are subject to error and failure. Some of our methods for managing risk are discretionary by nature and are based on internally developed controls and observed historical market behavior, and also involve reliance on standard industry practices. These methods may not adequately prevent losses, particularly as they relate to extreme market movements, which may be significantly greater than historical fluctuations in the market. In addition, our risk management policies and procedures also may not adequately prevent losses due to technical errors if our testing and quality control practices are not effective in preventing software or hardware failures. To the extent that we elect to adjust our risk management policies and procedures to allow for an increase in risk tolerance, we will be exposed to the risk of greater losses. Even if we our risk management procedures are effective in mitigating known risks, new unanticipated risks may arise and we may not be protected against significant financial loss stemming from these unanticipated risks. These new risks may emerge if, among other reasons, regulators adopt new interpretations of existing laws, new laws are adopted or third-parties initiate litigation against us based on new, novel or unanticipated legal theories. Our risk management policies and procedures may not prevent us from experiencing a material adverse effect on our financial condition and results of operations and cash flows.

Technology and Cybersecurity Risks

Internal or third-party computer and communications systems failures, capacity constraints and breaches of security could increase our operating costs and/or credit losses, decrease net operating revenues and cause us to lose clients. We are heavily dependent on the capacity and reliability of the computer and communications systems supporting our operations,

whether owned and operated internally or by vendors or third parties, including those used for execution and clearance of our client's trades and our market-making activities. We receive and process a large portion of our trade orders through electronic means, such as through public and private communications networks. These computer and communications systems and networks are subject to performance degradation or failure due to any number of reasons, including loss of power, acts of war or terrorism, human error, natural disasters, fire, sabotage, hardware or software malfunctions or defects, computer viruses, cyber attacks, intentional acts of vandalism, client error or misuse, lack of proper maintenance or monitoring and similar events. While we currently maintain business continuity and disaster recovery plans (the "BCPs"), which are intended to minimize service interruptions and secure data integrity, our BCPs may not be sufficient or work effectively during an emergency.

Similarly, although some contracts with our third-party providers, such as our hosting facility providers, require adequate disaster recovery or business continuity capabilities, we cannot be certain that these will be adequate or implemented properly. Our disaster recovery and business continuity plans are heavily reliant on the availability of the internet and mobile phone technology, so any disruption of those systems would likely affect our ability to recover promptly from a crisis situation. If we are unable to execute our disaster recovery and business continuity plans, or if our plans prove insufficient for a particular situation or take longer than expected to implement in a crisis situation, our business, financial condition and results of operations could be materially adversely affected, and our business interruption insurance may not adequately compensate us for losses that may occur.

Our inability to avoid or adequately address the failure of our key computer and communication systems exposes us to significant risks, including:

- unanticipated disruptions in service to our clients;
- slower response times, delays in trade execution and failed settlement of trades;
- incomplete, untimely or inaccurate accounting, recording, reporting or processing of trades;
- financial losses; and
- litigation or other client claims and regulatory sanctions.

We hold a large amount of personally identifiable information relating to our clients and other counterparties, which exposes us to significant regulatory and financial risks if such information is not properly safeguarded. In connection with our business, we collect and retain personally identifiable information of our clients. The continued occurrence of high-profile data breaches provides evidence of the serious threats to information security in general and as it relates to our business. Our clients expect that we will adequately protect their personal information, and the regulatory environment surrounding information security and privacy is rapidly evolving and increasingly demanding. Protecting against security breaches, including cyber-security attacks, is an increasing challenge, and penetrated or compromised data systems or the intentional or inadvertent release or disclosure of data has in the past, and may in the future, result in theft, loss or fraudulent or unlawful use of client or company data. It is possible that our security controls over personally identifiable information, our training of employees on data security and other practices we follow may not prevent the improper disclosure of personally identifiable information that we collect, store and manage.

We are exposed to significant risks relating to cybersecurity attacks against our trading platforms, internal databases and other technology systems. Cybersecurity attacks across industries, including ours, are increasing in sophistication and frequency and may range from uncoordinated individual attempts to measures targeted specifically at us. These attacks include but are not limited to, malicious software or viruses, attempts to gain unauthorized access to, or otherwise disrupt, our information systems, attempts to gain unauthorized access to proprietary information, and other electronic security breaches that could lead to disruptions in critical systems, unauthorized release of confidential or otherwise protected information and corruption of data. Cybersecurity failures may be caused by employee error or malfeasance, system errors or vulnerabilities, including vulnerabilities of our vendors, suppliers, and their products. We have been subject to cybersecurity attacks in the past, including breaches of our information technology systems, and may experience them in the future, potentially with more frequency or sophistication. Although we maintain cyber risk insurance, this insurance may not be sufficient to cover all of our losses from any future breaches of our systems.

System failures, inadvertent disclosure of client personal information and/or cybersecurity breaches expose us to financial losses, regulatory fines or sanctions and third-party litigation. The degradation or failure of the communications and computer systems on which we rely, due to internal system issues, vendor or other third party issues, cybersecurity attacks or for other reasons, or the significant theft, loss or fraudulent use of client information under any circumstances, may lead to financial losses, litigation or arbitration claims filed by or on behalf of our clients, and regulatory investigations and sanctions against us. These events could also have a negative effect on our reputation, which in turn could cause us to lose existing clients to our competitors or make it more difficult for us to attract new clients in the future.

Rapid market or technological changes may render our technology obsolete or decrease the attractiveness of our products and services to our clients. We must continue to enhance and improve our electronic trading platforms. The financial services

industry is characterized by significant structural changes, increasingly complex systems and infrastructures, changes in clients' needs and preferences and new business models. If new industry standards and practices emerge and our competitors release new technology before us, our existing technology, systems and electronic trading platforms may become obsolete or our existing business may be harmed. Our future success will depend on our ability to:

- enhance our existing products and services;
- develop and/or license new products and technologies that address the increasingly sophisticated and varied needs of our clients and prospective clients;
- continue to attract highly-skilled technology personnel; and
- respond to technological advances and emerging industry standards and practices on a cost-effective and timely basis.

Developing our electronic trading platforms and other technology entails significant technical and business risks. We may use new technologies ineffectively or we may fail to adapt our electronic trading platforms, information databases and network infrastructure to client requirements or emerging industry standards. If we face material delays in introducing new services, products and enhancements, our clients may forego the use of our platforms and use those of our competitors.

Further, the adoption of new internet, networking, cloud, telecommunications or blockchain technologies may require us to devote substantial resources to modify and adapt our services. We cannot assure that we will be able to successfully implement new technologies or adapt our proprietary technology and transaction-processing systems to client requirements or emerging industry standards. We cannot assure that we will be able to respond in a timely manner to changing market conditions or client requirements.

Debt Financing and Indebtedness Risks

The success of our business depends on us having access to significant liquidity. Our business requires substantial cash to support our operating activities, including in connection with the establishment and carrying of substantial open positions for clients on futures exchanges and in the OTC derivatives markets by posting and maintaining margin or credit support for these positions. Although we collect margin or other deposits from our clients for these positions, significant adverse price movements can occur which will require us to post margin or other deposits on short notice, whether or not we are able to collect additional margin or credit support from our clients. We have systems in place to collect margin and other deposits from clients on a same-day basis, however, there can be no assurance that these facilities and systems will be enable us to obtain additional cash on a timely basis. As such, the Company is highly dependent on its lines of credit and other financing facilities in order to fund margin calls and other operating activities and the loss of access to these sources of financing could have a material adverse effect on our results of operations, financial condition and cash flows.

Our significant level of indebtedness could adversely affect our business, financial condition and results of operations. As of September 30, 2022, our total consolidated indebtedness was \$824.2 million, and we may increase our indebtedness in the future as we continue to expand our business. The level of our indebtedness could have material adverse effects on our business, financial condition and results of operations, including:

- requiring that an increasing portion of our cash flow from operations be used for the payment of interest on our indebtedness, thereby reducing our ability to use our cash flow to fund working capital, capital expenditures, acquisitions, investments and general corporate requirements;
- limiting our ability to obtain additional financing to fund future working capital, capital expenditures, acquisitions, investments and general corporate requirements;
- limiting our flexibility in planning for, or reacting to, changes in the economy, the markets, regulatory requirements, our operations or business;
- increasing the risk of a future downgrade of our credit ratings, which could increase future debt costs; and restricting our ability to borrow additional funds or refinance existing debt as needed or take advantage of business opportunities as they arise.

We may incur additional indebtedness in the future, including secured indebtedness. If new indebtedness is added to our current indebtedness levels, the related risks that we now face could increase materially.

As of September 30, 2022, \$485.1 million of our borrowings are subject to variable interest rates and as such in periods of rising interest rates, our cost of funds will increase, which could reduce our net income.

Committed credit facilities currently available to us might not be renewed. As of September 30, 2022, we had four committed credit facilities under which we could borrow up to \$1,000.0 million, consisting of:

- a \$475.0 million facility for general working capital requirements, committed until April 21, 2025;
- a \$75.0 million facility for short-term funding of margin to commodity exchanges, committed until March 31, 2023;

- a \$400.0 million committed facility for financing commodity financing arrangements and commodity repurchase agreements, committed until July 28, 2024; and
- a \$50.0 million facility for short-term funding of margin to commodity exchanges, committed until October 14, 2023.

It is possible that these facilities might not be renewed at the end of their commitment periods and that we will be unable to replace them with other facilities on terms favorable to us or at all. If our credit facilities are unavailable or are insufficient to support future levels of business activity, our business, financial condition and results of operations may be materially adversely affected. In addition, in such circumstances, we may need to raise additional debt or equity financing on terms that are unattractive or dilutive to our current shareholders. Moreover, if we cannot raise additional funds on acceptable terms, we may not be able to develop or enhance our business, take advantage of future opportunities or respond to competitive pressure or unanticipated requirements, leading to reduced profitability.

The agreements governing our notes and other debt contain financial covenants that impose restrictions on our business. The indenture governing our 8.625% Senior Secured Notes due 2025 and the agreements governing our above-mentioned committed credit facilities impose significant operating and financial restrictions and limit our ability and that of our restricted subsidiaries to incur and guarantee additional indebtedness, pay dividends or make other distributions in respect of, or repurchase or redeem, capital stock and prepay, redeem or repurchase certain debt, among other restrictions.

Our failure to comply with these restrictive covenants, as well as others contained in any future debt instruments entered into from time to time, could result in an event of default, which, if not cured or waived, could have a material adverse effect on our business, financial condition and results of operations and result in our being required to repay these borrowings before their maturity. Our inability to generate sufficient cash flow to satisfy our debt obligations, to obtain additional debt or to refinance our obligations on commercially reasonable terms would have a material adverse effect on our business, financial condition and results of operations.

Global Regulatory Risks

The scope and complexity of the regulation to which we are subject creates significant risks for us. The securities and derivatives industries are subject to extensive regulation under federal, state and foreign laws. In addition, the SEC, the CFTC, FINRA, the MSRB, the FCA, the FSA, CySEC, IIROC, the OSC, MAS, ASIC, CIMA, the NFA, the CME Group, Inc. and other self-regulatory organizations (commonly referred to as SROs), state securities commissions, and foreign securities regulators require compliance with their respective rules and regulations.

These regulations govern a broad and diverse range of our activities, including, without limitation, risk management, disclosures to clients, reporting requirements, client identification and anti-money laundering requirements, safeguarding client assets and personal information and the conduct of our directors, officers and employees.

Failure to comply with any of these laws, rules or regulations could result in material adverse effects on our business, results of operations and financial condition, including as a result of regulatory investigations and enforcement proceedings, civil litigation, fines and/or other settlement payments. In addition, changes in existing rules or regulations, including the interpretation thereof, or the adoption of new rules or regulations, could subject us to increased cost and risk of regulatory investigation or civil litigation, on or more of which could have a material adverse effect on our business, financial condition and results of operations.

The cost of complying with our regulatory requirements is significant and could increase materially in the future.

We have incurred and expect to continue to incur significant costs to comply with our regulatory requirements, including with respect to the development, operation and continued enhancement of our trading platforms and technology solutions relating to trade execution, trade reporting, trade surveillance and transaction monitoring, record keeping and data reporting. New regulations, including amendments of existing rules, could result in material increases in operating costs in order to comply with additional regulatory requirements.

We are exposed to significant risk from civil litigation and regulatory enforcement actions against us. As a result of the broad scope of our highly regulated business activities and our large and diverse client population, we are a party to a significant number of lawsuits and regulatory investigations and proceedings, which are costly and time consuming to defend or address and expose us to risk of loss and fines and penalties. Moreover, the amounts involved in the trades we execute, together with the potential for rapid price movements in the products we offer, can result in potentially large damage claims in any litigation that arises in connection with such trades.

In addition, the volume of claims and the amount of damages and fines claimed in litigation and regulatory proceedings against financial services firms has been increasing and may continue to increase. The risks relating to litigation and regulatory investigations and enforcement actions will also increase as our business expands.

For a further discussion of litigation risks, see Item 3—Legal Proceedings below and Note 13 - Commitments and Contingencies in the Consolidated Financial Statements.

Certain of our subsidiaries are required to maintain significant levels of net capital and if our subsidiaries fail to meet these requirements, we face suspension, expulsion or limitation on our product lines. Our regulated subsidiaries are subject to a number of requirements to maintain specific levels of net capital. Failure to maintain the required net capital may subject our subsidiaries to suspension or revocation of their license or registration or expulsion from regulatory bodies. Any of these developments could have a material adverse effect on our business, results of operations and financial condition.

In addition to these net capital requirements, certain of our subsidiaries are subject to the deposit and/or collateral requirements of the clearing houses and exchanges in which such subsidiaries participate. These requirements may fluctuate significantly from time to time based upon the nature and size of client trading activity. Failure to meet such requirements could result in our inability to continue to participate in such clearinghouses and exchanges, which could have a material adverse effect on our business, financial condition and results of operation.

Changes in existing net capital rules or the issuance of new rules could restrict our operations or limit our ability to issue dividends or repay debt. Our business depends on the use of capital, most of which is generated and held by our operating subsidiaries. If there are changes to existing net capital rules, or new rules are issued, that require us to hold additional capital at our operating subsidiaries, we may be unable to issue dividends from our subsidiaries to fund our operations or repay our debt, which could have a material adverse effect on our business, financial condition and results of operation.

Rapidly evolving regulations regarding data privacy could increase our costs and adversely affect our business. Our business is subject to rules and regulations adopted by state, federal and foreign governments, and regulatory organizations governing data privacy, including, but not limited to for example, the California Consumer Privacy Act (CCPA) and the European General Data Protection Regulation (GDPR). Additional states, as well as foreign jurisdictions, have enacted or are proposing similar data protection regimes, resulting in a rapidly evolving landscape governing how we collect, use, transfers and protect personal data. These new regulations, as well as changes to existing rules, could result in material increases in operating costs and impact the manner in which our products and services can be offered to our clients. Any failure to comply with the CCPA, GDPR or other applicable data protection regulations could subject us to risk of regulatory investigation, penalties, civil litigation and reputational harm, and could have a material adverse effect on our business, financial condition and results of operation.

International Operations Risks

Our international operations involve special challenges that we may not be able to meet, which could adversely affect our business, financial condition and results of operation. We engage in a significant amount of business with clients in markets outside the United States. We face certain additional risks that are inherent in doing business in international markets, particularly in the regulated industries in which we participate. These risks include an inability to manage and coordinate the various regulatory requirements of multiple jurisdictions that are constantly evolving and are also subject to unexpected change, difficulties of debt collection and enforcement of contractual rights in foreign jurisdictions and reduced protection for intellectual property rights.

Fluctuations in currency exchange rates could negatively impact our earnings. A significant portion of our international business is conducted in currencies other than the U.S. dollar, and changes in foreign exchange rates relative to the U.S. dollar can therefore affect the value of our non-U.S. dollar net assets, revenues and expenses. Although we closely monitor potential exposures as a result of these fluctuations in currencies and adopt strategies designed to reduce the impact of these fluctuations on our financial results, there can be no assurance that we will be successful in managing our foreign exchange risk and potential movements in the U.S. Dollar against other currencies could adversely affect our results of operations. Our exposure to currency exchange rate fluctuations will grow if the relative contribution of our operations outside the U.S. increases. Any material fluctuations in currencies could have a material effect on our financial condition, results of operations and cash flows.

Our international operations are subject to the political, legal and economic risks associated with politically unstable and less developed regions of the world, including the risk of war and other international conflicts and actions by governmental authorities, insurgent groups, terrorists and others. Our international operations are subject to specific risks that are more likely to arise in politically unstable and less developed regions of the world. We may conduct business in countries that are the subject of actual or threatened war, terrorist activity, outbreaks of pandemic or contagious diseases, such as COVID-19, political instability, civil strife and other geopolitical uncertainty, economic and financial instability, highly inflationary environment, unexpected changes in regulatory requirements, tariffs and other trade barriers, exchange rate fluctuations, applicable currency controls, the imposition of restrictions on currency conversion or the transfer of funds and difficulties in staffing and managing foreign operations, including reliance on local experts. As a result of these and other factors, the currencies of these countries may be unstable. Future instability in such currencies or the imposition of governmental or regulatory restrictions on such currencies or on business in such countries could impede our foreign business.

As we operate or otherwise extend our services in certain jurisdictions without local registration, licensing or authorization, we may be subject to possible enforcement action and sanction for our operations in such jurisdictions if our operations are

determined to have violated regulations in those jurisdictions. Further, we may be required to cease operations in one or more of the countries in which we operate without registration, licensing or authorization, or our growth may be limited by newly imposed regulatory or other restrictions. A portion of our trading volume is attributable to clients in jurisdictions in which we or our white label partners are not currently licensed or authorized by the local government or applicable self-regulatory organization. This includes jurisdictions, such as China, from which we derive revenue and profit, and in which the local government has not adopted specific regulations governing the trading of foreign exchange and CFD products of the types we offer to clients, and jurisdictions in which we operate or otherwise extend our services in reliance on exemptions from the regulatory regime. We determine the nature and extent of services we can offer and the manner in which we conduct our business in the various jurisdictions in which we serve clients based on a variety of factors, including legal advice received from local counsel, our review of applicable U.S. and local laws and regulations and, in some cases, our discussions with local regulators. In cases in which we operate in jurisdictions based on local legal advice and/or cross border in a manner that we believe does not require us to be regulated in a particular jurisdiction, we are exposed to the risk that our legal, regulatory and other analysis is subsequently determined by a local regulatory agency or other authority to be incorrect and that we have not been in compliance with local laws or regulations, including local licensing or authorization requirements, and to the risk that the regulatory environment in a jurisdiction may change, including in a circumstance where laws or regulations or licensing or authorization requirements that previously were not enforced become subject to enforcement.

In such jurisdictions in which we are not licensed or authorized, we may be subject to a variety of restrictions regarding the manner in which we conduct our business or serve clients, including restrictions on:

- our sales and marketing activities;
- the use of a website specifically targeted to potential clients in a particular country;
- our ability to have a physical presence in a particular country; or
- the types of services we may offer clients physically present in each country.

These restrictions may have a material adverse effect on our results of operations and financial condition and/or may limit our ability to grow or continue to operate our business in any such jurisdiction or may result in increased overhead costs or degradation in our services in that jurisdiction. Consequently, we cannot assure you that our operations in jurisdictions where we are not licensed or authorized will continue uninterrupted or that our international expansion plans will be achieved.

We may be subject to possible enforcement action and penalties if we are determined to have previously offered, or currently offer, our services in violation of applicable laws and regulations in any of the markets in which we serve clients. In any such case, we may be required to cease the conduct of our business with clients in one or more jurisdictions. We may also determine that compliance with the laws or licensing, authorization or other regulatory requirements for continuing the business in one or more jurisdictions are too onerous to justify making the necessary changes. In addition, any such event could negatively impact our relationship with the regulators or self-regulatory organizations in the jurisdictions where we are subject to regulation.

Our operations are required to comply with specific anti-corruption and record-keeping laws and regulations applicable to companies conducting business internationally, and if we violate these laws and regulations, it could adversely affect our business and subject us to broader liability. Our international business operations are subject to various anti-corruption laws and regulations, including restrictions imposed by the Foreign Corrupt Practices Act (the "FCPA") and trade sanctions administered by OFAC. The FCPA is intended to prohibit bribery of foreign officials and requires companies whose securities are listed in the U.S. to keep books and records that accurately and fairly reflect those companies' transactions and to devise and maintain an adequate system of internal accounting controls. OFAC administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against designated foreign states, organizations and individuals. Though we have policies in place designed to comply with applicable OFAC sanctions, rules and regulations as well as the FCPA and equivalent laws and rules of other jurisdictions, including the UK Bribery Act 2010, there can be no assurance that, in the future, the operations of our businesses will not violate these laws and regulations, and we could be exposed to claims for damages, financial penalties, reputational harm, incarceration of employees and restrictions on our operations and cash flows.

The U.K.'s withdrawal from the European Union could have an adverse effect on our business and financial results. On January 31, 2020, the U.K. withdrew from membership in the E.U., which exit, referred to as Brexit, has caused disruptions to, and created uncertainty surrounding, our business in the U.K. and E.U., including the elimination of our historical right to serve clients in the E.U. from the U.K. on a passport basis and changes to U.K. and E.U. immigration policy, limiting our access to and ability to compete for and hire, skilled employees in both the U.K. and the E.U. Brexit could also impact our existing and future relationships with suppliers and employees in the U.K. and E.U. by disrupting the free movement of goods, services, and people between the U.K., the E.U., and elsewhere. As a result, Brexit could have an adverse effect on our future business, financial results and operations.

The long-term impact of the U.K.'s revised with the E.U. and others is unclear. Brexit could lead to legal uncertainty and potentially divergent national laws and regulations as the U.K. determines which E.U. laws to replace or replicate. Further, uncertainty around these and related issues could lead to adverse effects on the economy of the U.K. and the other economies in

which we operate. There can be no assurance that any or all of these events will not have a material adverse effect on our business, financial results and operations.

Competition Risk

We are subject to intense competition. We derive a significant portion of our revenues from market-making and trading activities involving securities, commodities and foreign exchange. The market for these services, particularly market-making services through electronic platforms, is rapidly evolving and intensely competitive. We expect competition to continue and increase in the future. We compete primarily with wholesale, national and regional broker-dealers and FCMs, as well as electronic communications networks and retail brokers. We compete primarily on the basis of our expertise and quality of service.

We also derive a significant portion of our revenues from commodities risk management services. The commodity risk management industry is very competitive and we expect competition to continue to intensify in the future. Our primary competitors in this industry include both large, diversified financial institutions and commodity-oriented businesses, smaller firms that focus on specific products or regional markets and independent FCMs.

A number of our competitors have significantly greater financial, technical, marketing and other resources than we have. Some of them:

- offer alternative forms of financial intermediation as a result of superior technology and greater availability of information;
- offer a wider range of services and products than we offer;
- are larger and better capitalized;
- have greater name recognition; and
- have more extensive client bases.

These competitors may be able to respond more quickly to new or evolving opportunities and client requirements. They may also be able to undertake more extensive promotional activities and offer more attractive terms to clients.

Alternatively, some of our competitors are smaller, subject to lower capital requirements, and may be able to adopt and implement emerging technologies more quickly.

Recent advances in computing and communications technology are substantially changing the means by which market-making and brokerage services are delivered, including more direct access on-line to a wide variety of services and information. This has created demand for more sophisticated levels of client service. Providing these services may entail considerable cost without an offsetting increase in revenues. In addition, current and potential competitors have established or may establish cooperative relationships or may consolidate to enhance their services and products. New competitors or alliances among competitors may emerge and they may acquire significant market share.

We cannot assure you that we will be able to compete effectively with current or future competitors or that the competitive pressures we face will not have a material adverse effect on our business, results of operation and financial condition.

Organizational Risks

Our growth has depended significantly on acquisitions. A large proportion of our historical growth has been achieved through acquisitions of complementary businesses, technologies or services. Our operating revenues grew from \$975.8 million in fiscal 2018 to \$2,107.4 million in fiscal 2022 principally as a result of several acquisitions. We cannot provide any assurances that we will be able to engage in additional suitable acquisitions on attractive terms or at all, or that we would be able to obtain financing for future transactions. If we are not able enter into additional transactions, our growth may be adversely affected.

There are numerous significant risks associated with acquisitions and our failure to adequately manage these risks could lead to financial loss and a failure to realize the benefits of the transactions. There are a number of significant challenges that need to be overcome in order to realize the benefits of acquisitions, including:

- integrating the management teams, strategies, cultures, technologies and operations of the acquired companies;
- retaining and assimilating the key personnel of acquired companies;
- retaining existing clients of the acquired companies;
- creating uniform standards, controls, procedures, policies and information systems; and
- achieving revenue growth.

If these risks are not appropriately managed, we may fail to realize the anticipated benefits of such acquisitions or incur unanticipated liabilities, any of which could materially affect our business, financial condition and operating results. In addition, in connection with our acquisitions, we may be required to issue common stock, which would dilute our existing shareholders,

or incur additional debt, which would increase our operating costs and potentially strain our liquidity. Moreover, acquisitions could lead to increases in amortization expenses, impairments of goodwill and purchased long-lived assets or restructuring charges, any of which could materially harm our financial condition or results.

Acquisitions give rise to unforeseen issues. Acquisitions involve considerable risk, including the potential disruption of each company's ongoing business and the distraction of their respective management teams, unanticipated expenses and unforeseen liabilities. Our failure to address these risks or other problems encountered in connection with acquisitions could cause us to fail to realize the anticipated benefits of such acquisitions or incur unanticipated liabilities, any of which could adversely affect our business, financial condition and operating results.

From time to time, we may enter into negotiations for acquisitions or investments that are not ultimately consummated. Such negotiations could result in significant diversion of management time, as well as out-of-pocket costs.

The consideration paid in connection with an investment or acquisition also affects our financial results. If we were to proceed with one or more significant acquisitions in which the consideration included cash, we could be required to use a substantial portion of our available cash to consummate any acquisition. To the extent we issue shares of capital stock or other rights to purchase capital stock, including options or other rights, existing stockholders may be diluted and earnings per share may decrease. In addition, acquisitions may result in the incurrence of debt, large non-recurring write-offs, such as of acquired in-process research and development costs, and restructuring charges.

We depend on our ability to attract and retain key personnel.

Competition for key personnel and other highly qualified management, sales, trading, compliance and technical personnel is significant. It is possible that we will be unable to retain our key personnel and to attract, assimilate or retain other highly qualified personnel in the future. The loss of the services of any of our key personnel or the inability to identify, hire, train and retain other qualified personnel in the future could have a material adverse effect on our business, financial condition and operating results.

From time to time, other companies in the financial sector have experienced losses of sales and trading professionals. The level of competition to attract these professionals is intense. It is possible that we will lose professionals due to increased competition or other factors in the future. The loss of a sales and trading professional, particularly a senior professional with broad industry expertise, could have a material adverse effect on our business, financial condition and operating results.

Certain provisions of Delaware law and our charter may adversely affect the rights of holders of our common stock and make a takeover of us more difficult. We are organized under the laws of the State of Delaware. Certain provisions of Delaware law may have the effect of delaying or preventing a change in control. In addition, certain provisions of our certificate of incorporation may have anti-takeover effects and may delay, defer or prevent a takeover attempt that a stockholder might consider in its best interest. Our certificate of incorporation authorizes the board to determine the terms of our unissued series of preferred stock and to fix the number of shares of any series of preferred stock without any vote or action by our stockholders. As a result, the board can authorize and issue shares of preferred stock with voting or conversion rights that could adversely affect the voting or other rights of holders of our common stock. In addition, the issuance of preferred stock may have the effect of delaying or preventing a change of control, because the rights given to the holders of a series of preferred stock may prohibit a merger, reorganization, sale, liquidation or other extraordinary corporate transaction.

Item 1B. Unresolved Staff Comments

We have received no written comments regarding our periodic or current reports from the staff of the SEC that were issued 180 days or more preceding the end of our fiscal year 2022 that remain unresolved.

Item 2. Properties

We have offices, operations and data centers located around the world. Our corporate headquarters is located at 230 Park Avenue, New York, New York. We have significant operations located in London, Chicago, and Kansas City, along with many other locations globally. We believe that our facilities are adequate to meet our anticipated requirements for current lines of business. Most of our offices support multiple or all of our segments. All our offices and other principal business properties are leased, except for a portion of our space in Buenos Aires, which we own.

Item 3. Legal Proceedings

For information regarding certain legal proceedings to which we are currently a party, see Note 13, "Commitments and Contingencies - Legal and Regulatory Proceedings" in the notes to our Consolidated Financial Statements included in this Annual Report on Form 10-K.

Item 4. Mine Safety Disclosures

Not applicable.

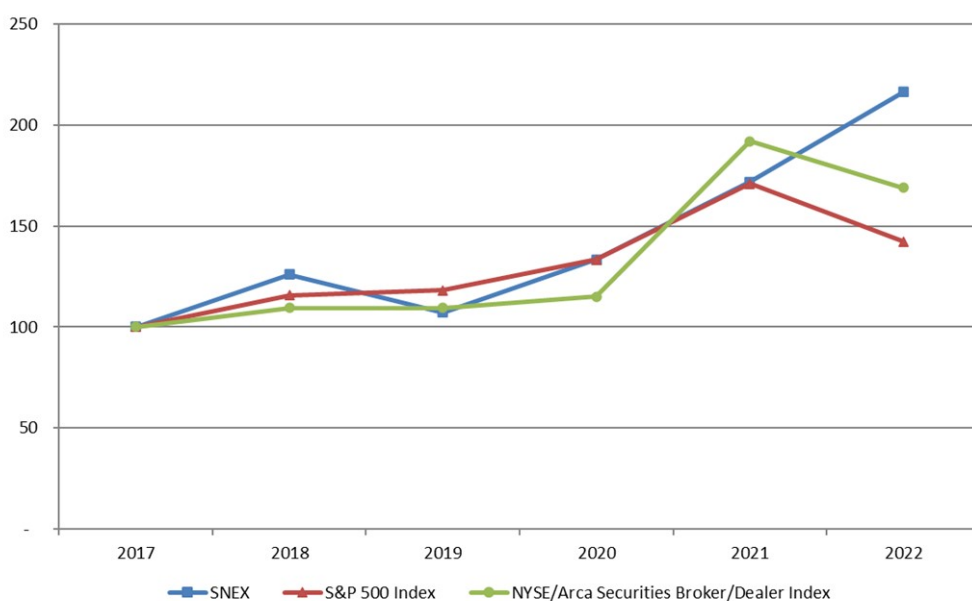
PART II

Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our common stock is listed on The NASDAQ Stock Market LLC (“NASDAQ”) under the symbol ‘SNEX’. Our common stock trades on the NASDAQ Global Select Market. As of September 30, 2022, there were approximately 451 registered holders of record of our common stock. The high and low sales prices per share of our common stock for each full quarterly period during fiscal 2022 and 2021 were as follows:

	Price Range	
	High	Low
2022:		
Fourth Quarter	\$ 98.13	\$ 74.20
Third Quarter	\$ 81.05	\$ 67.02
Second Quarter	\$ 77.50	\$ 60.76
First Quarter	\$ 72.34	\$ 52.31
2021:		
Fourth Quarter	\$ 70.00	\$ 60.72
Third Quarter	\$ 70.47	\$ 58.26
Second Quarter	\$ 66.87	\$ 53.51
First Quarter	\$ 65.02	\$ 49.26

Value over 5 years of \$100 invested on September 30, 2016 in each of the company's stock ("SNEX"), S&P 500 Index and NYSE/Arca Securities Broker/Dealer Index



We have never declared any cash dividends on our common stock, and do not currently have any plans to pay dividends on our common stock. The payment of cash dividends in the future is subject to the discretion of our Board of Directors and will depend on our earnings, financial condition, capital requirements, contractual restrictions and other relevant factors. Our credit agreements currently prohibit the payment of cash dividends by us.

On August 25, 2021, our Board of Directors authorized the repurchase of up to 1.0 million shares of our outstanding common stock from time to time in open market purchases and private transactions, commencing on October 1, 2021 and ending on September 30, 2022.

On August 23, 2022, our Board of Directors authorized the repurchase of up to 1.0 million shares of our outstanding common stock from time to time in open market purchases and private transactions, commencing on October 1, 2022 and ending on September 30, 2023. The repurchases are subject to the discretion of the senior management team to implement our stock repurchase plan, and subject to market conditions and as permitted by securities laws and other legal, regulatory and contractual requirements and covenants.

Our common stock repurchase program activity for the three months ended September 30, 2022 was as follows:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Maximum Number of Shares Remaining to be Purchased Under the Program⁽¹⁾
July 1, 2022 to July 31, 2022	—	\$ —	—	1,000,000
August 1, 2022 to August 31, 2022	—	—	—	1,000,000
September 1, 2022 to September 30, 2022	—	—	—	1,000,000
Total	—	\$ —	—	—

Information relating to compensation plans under which our equity securities are authorized for issuance is set forth in Part III, Item 12 of our Annual Report on Form 10-K.

Item 6. Reserved

Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations

Throughout this document, unless the context otherwise requires, the terms “Company”, “we”, “us” and “our” refer to StoneX Group Inc. and its consolidated subsidiaries.

The following discussion and analysis should be read in conjunction with the consolidated financial statements and notes thereto appearing elsewhere in this report. This Annual Report on Form 10-K contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements involve known and unknown risks and uncertainties, many of which are beyond the control of the Company, including adverse changes in economic, political and market conditions, losses from our market-making and trading activities arising from counterparty failures and changes in market conditions, the loss of key personnel, the impact of increasing competition, the impact of changes in government regulation, the possibility of liabilities arising from violations of foreign, United States (“U.S.”) federal and U.S. state securities laws, the impact of changes in technology in the securities and commodities trading industries and the potential impact of the coronavirus (“COVID-19”) pandemic on our business, operations, results of operations, financial condition, workforce or the operations or decisions of our clients, suppliers or business customers. Although we believe that our forward-looking statements are based upon reasonable assumptions regarding our business and future market conditions, there can be no assurances that our actual results will not differ materially from any results expressed or implied by our forward-looking statements. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law. We caution readers that any forward-looking statements are not guarantees of future performance.

Overview

We operate a global financial services network that connects companies, organizations, traders and investors to the global market ecosystem through a unique blend of digital platforms, end-to-end clearing and execution services, high touch service and deep expertise. We strive to be the one trusted partner to our clients, providing our network, products and services to allow them to pursue trading opportunities, manage their market risks, make investments and improve their business performance. Our businesses are supported by our global infrastructure of regulated operating subsidiaries, our advanced technology platforms and our team of more than 3,600 employees as of September 30, 2022. We believe our client-first approach differentiates us from large banking institutions, engenders trust and has enabled us to establish leadership positions in a number of complex fields in financial markets around the world. For additional information, see *Overview of Business and Strategy* within Item 1. Business section of this Annual Report on Form 10-K.

We report our operating segments based primarily on the nature of the clients we serve (commercial, institutional, and retail), and a fourth operating segment, our global payments business. This structure allows us to efficiently serve clients in more than 180 countries and manage our large global footprint. See Segment Information for a listing of business activities performed within our reportable segments.

StoneX Group Inc. and its trade name "StoneX" carry forward the foundation established by Saul Stone in 1924 to today's modern financial services firm. Today, we provide an institutional-grade financial services ecosystem, connecting our clients to 40 derivatives exchanges, 185 foreign exchange markets, most global securities exchanges and over 18,000 over-the-counter markets via our networks of highly integrated digital platforms and experienced professionals. Our platform delivers support throughout the entire lifecycle of a transaction, from consulting and boots-on-the-ground intelligence, to efficient execution, to post-trade clearing, custody and settlement.

Current Trends Affecting the Financial Services Industry

Economic and financial market conditions, including those caused by the ongoing COVID-19 pandemic and the conflict between Ukraine and Russia and related sanctions imposed by the U.S. Department of Treasury and other governing bodies in countries in which we conduct business, have created significant market volatility, uncertainty and economic disruption. While increased volatility is typically a driver of increased client activity and growth in our operating revenues, longer periods of extreme volatility and dislocation in global securities, foreign exchange and commodity markets may affect our ability to establish effective offsetting positions in our principal trading and market-making activities, which may expose us to trading losses. In addition, a global recession or slowdown could lead to extended periods of lower short-term interest rates and decreased volatility which could adversely affect our profitability and/or reduce our access to capital markets. We also may be exposed to increased counterparty default, liquidity and credit risks with respect to our client accounts, which means if our clients experience losses in excess of the funds they have deposited with us, we may not be able to recover the negative client equity from our clients.

In addition, the continuation of the COVID-19 pandemic and the conflict between Ukraine and Russia has led to increased operational and cybersecurity risks. These risks include, among others, increased demand on our information technology resources and systems and the increased risk of phishing and other cybersecurity attacks. Any failure to effectively manage these increased operational and cybersecurity demands and risks may materially adversely affect our results of operations and the ability to conduct our business. See "Risk Factors" in Part I, Item 1A in this Form 10-K for a discussion of other risks that may affect our financial condition and results of operations.

Executive Summary

Our fiscal 2022 was marked with the effects of widespread inflationary pressures on global markets, sharp increases in short term interest rates, and continued volatility in both the financial and physical commodities markets. This was especially prevalent following the Russian invasion of Ukraine, resulting in increases in client volumes and in most cases a widening of spreads captured, although we did experience a \$5.4 million increase in bad debts, net of recoveries in the year ended September 30, 2022 compared to the prior year, as a result of the effect of this heightened market volatility on certain of our clients. The impact of these effects resulted in increased volumes across all of our product offerings during the year ended September 30, 2022, as well as a significant increase in interest and fee income earned on client balances. For the year ended September 30, 2022, we achieved record operating revenues across all four of our operating segments.

In fiscal 2022 we experienced strong growth in our client balances, as average client equity and average money-market/FDIC sweep balances increased 48% and 21%, respectively compared to the year ended September 30, 2021. This growth, combined with a significant increase in short term interest rates in the second half of the fiscal year, led to an increase of \$63.3 million, or 243%, to \$89.3 million in interest and fee income on client balances in the year ended September 30, 2022.

Operating revenues increased \$434.3 million, or 26%, to \$2,107.4 million in the year ended September 30, 2022 compared to \$1,673.1 million in the year ended September 30, 2021, led by our Commercial and Institutional segments which added \$157.3 million and \$163.4 million, respectively, compared to the year ended September 30, 2021. Our Retail and Global Payments segments added \$78.7 million and \$34.7 million, respectively, compared to the year ended September 30, 2021.

Overall segment income increased \$169.5 million, or 33%, compared to the year ended September 30, 2021. This growth in segment income was led by our Commercial segment which increased \$96.1 million, or 50% compared to the year ended September 30, 2021, as a result of strong growth in operating revenues, benefiting from increased volatility and client activity. This growth in operating revenues was partially offset by a \$19.5 million increase in non-variable direct expenses.

Institutional segment income increased \$6.9 million, or 4% compared to the year ended September 30, 2021. This growth was principally driven by a 24% increase in operating revenues including a significant increase in both interest/fee income on client balances and in operating revenues derived from securities transactions, where securities average daily volumes ("ADV") increased 25% compared to the year ended September 30, 2021, along with a 5% decline in securities rate per million ("RPM") earned. This growth was partially offset by a \$76.8 million increase in interest expense, primarily related to our institutional fixed income dealer and to a lesser extent our securities lending activities and interest paid to clients on their balances held. In addition, non-variable direct expenses increased \$27.3 million compared to the year ended September 30, 2021.

Segment income in our Retail segment increased \$47.6 million or 70% compared to the year ended September 30, 2021, principally due to strong growth in operating revenues derived from FX/CFD contracts largely driven by a 32% increase in FX/CFD contracts RPM as a result of heightened volatility in global financial markets. This growth was partially offset by a decline in operating revenues derived from physical contracts and a \$34.7 million increase in non-variable direct expenses compared to the year ended September 30, 2021.

Finally, Global Payments segment income increased \$18.9 million, or 24% compared to the year ended September 30, 2021, as average daily volumes increased 15% and RPM increased 10% compared to the year ended September 30, 2021. These increases were partially offset by an \$8.6 million increase in non-variable direct expenses.

Interest expense related to corporate funding purposes increased \$3.4 million to \$44.7 million in the year ended September 30, 2022 compared to \$41.3 million in the year ended September 30, 2021, principally due to higher short-term interest rates and an increase in debt issuance costs related to the credit facility renewed in April 2022.

On the expense side, we continue to focus on maintaining our variable cost model and limiting the growth of our non-variable expenses. Reflecting such efforts, variable expenses were 56% of total expenses in the current period, flat compared to the prior year period. Non-variable expenses, excluding bad debts increased \$100.0 million compared to the year ended September 30, 2021, principally due to higher selling and marketing expenses, fixed compensation and benefits, trading system and market information, professional fees, non-trading technology, travel and business development expenses and depreciation and amortization.

Net income increased \$90.8 million to \$207.1 million in the year ended September 30, 2022 compared to \$116.3 million in the year ended September 30, 2021. Diluted earnings per share were \$10.01 for the year ended September 30, 2022 compared to \$5.74 in the year ended September 30, 2021.

Selected Summary Financial Information

Results of Operations

Set forth below is our discussion of the results of our operations, as viewed by management, for the periods indicated.

Financial Overview

(in millions)	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Revenues:					
Sales of physical commodities	\$ 64,052.6	56%	\$ 40,961.6	(23)%	\$ 52,899.2
Principal gains, net	1,145.2	28%	892.0	43%	622.2
Commission and clearing fees	507.9	4%	487.2	21%	403.6
Consulting, management, and account fees	111.3	22%	91.0	9%	83.7
Interest income	219.0	114%	102.4	(22)%	130.9
Total revenues	66,036.0	55%	42,534.2	(21)%	54,139.6
Cost of sales of physical commodities	63,928.6	56%	40,861.1	(23)%	52,831.3
Operating revenues	2,107.4	26%	1,673.1	28%	1,308.3
Transaction-based clearing expenses	291.2	7%	271.7	22%	222.5
Introducing broker commissions	160.1	—%	160.5	41%	113.8
Interest expense	135.5	173%	49.6	(38)%	80.4
Interest expense on corporate funding	44.7	8%	41.3	75%	23.6
Net operating revenues	1,475.9	28%	1,150.0	32%	868.0
Compensation and benefits	794.8	17%	679.1	31%	518.7
Bad debts, net of recoveries and impairments	15.8	52%	10.4	(44)%	18.7
Other expenses	394.5	27%	309.8	51%	205.8
Total compensation and other expenses	1,205.1	21%	999.3	34%	743.2
Gain on acquisitions and other gains, net	6.4	88%	3.4	(96)%	81.9
Income before tax	277.2	80%	154.1	(25)%	206.7
Income tax expense	70.1	85%	37.8	2%	37.1
Net income	\$ 207.1	78%	\$ 116.3	(31)%	\$ 169.6
Return on average stockholders' equity	21.0%		13.9%		24.9%

The tables below present a disaggregation of consolidated operating revenues and select operating data and metrics used by management in evaluating our performance, for the periods indicated:

	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Operating Revenues (in millions):					
Listed derivatives	\$ 430.5	11%	\$ 387.6	18%	\$ 328.5
OTC derivatives	208.3	45%	143.4	29%	111.2
Securities	610.4	14%	533.6	16%	458.3
FX / Contracts for difference (“CFD”) contracts ⁽¹⁾	339.3	40%	242.0	262%	66.9
Global payments	167.8	25%	133.8	17%	114.6
Physical contracts	194.3	27%	152.6	25%	122.4
Interest / fees earned on client balances	89.3	243%	26.0	(39)%	42.7
Other	82.7	19%	69.5	2%	68.4
Corporate Unallocated	7.8	359%	1.7	(88)%	14.6
Eliminations	(23.0)	35%	(17.1)	(11)%	(19.3)
	<u>\$ 2,107.4</u>	<u>26%</u>	<u>\$ 1,673.1</u>	<u>28%</u>	<u>\$ 1,308.3</u>

⁽¹⁾ Operating revenues from FX / CFD contracts for the year ended September 30, 2020 included 43 trading days of Gain activity from the period post-acquisition of Gain, which was acquired effective August 1, 2020. Gain activity is shown in our Retail segment, along with our pre-existing FX activities, which are shown in our Institutional segment. Both had a full year of trading days during the years ended September 30, 2022 and 2021.

	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Volumes and Other Select Data (all \$ amounts are U.S. dollar or U.S. dollar equivalents):					
Listed derivatives (contracts, 000’s)	160,609	10%	146,101	(6)%	154,652
Listed derivatives, average rate per contract ⁽¹⁾	\$ 2.53	(1)%	\$ 2.55	29%	\$ 1.98
Average client equity - listed derivatives (millions)	\$ 5,696	48%	\$ 3,842	39%	\$ 2,765
Over-the-counter (“OTC”) derivatives (contracts, 000’s)	2,968	16%	2,557	21%	2,113
OTC derivatives, average rate per contract	\$ 70.49	27%	\$ 55.70	7%	\$ 52.19
Securities average daily volume (“ADV”) (millions)	\$ 3,459	25%	\$ 2,776	61%	\$ 1,729
Securities rate per million (“RPM”) ⁽²⁾	\$ 579	(5)%	\$ 610	(28)%	\$ 845
Average money market / FDIC sweep client balances (millions)	\$ 1,784	21%	\$ 1,471	30%	\$ 1,130
FX / CFD contracts ADV (millions) ⁽³⁾	\$ 13,273	25%	\$ 10,636	10%	\$ 9,679
FX / CFD contracts RPM	\$ 99	11%	\$ 89	(8)%	\$ 97
Global Payments ADV (millions)	\$ 62	15%	\$ 54	20%	\$ 45
Global Payments RPM	\$ 10,880	10%	\$ 9,921	(2)%	\$ 10,092

⁽¹⁾ Give-up fees, as well as cash and voice brokerage revenues are excluded from the calculation of listed derivatives, average rate per contract.

⁽²⁾ Interest income related to securities lending is excluded from the calculation of Securities RPM.

⁽³⁾ ADV for the year ended September 30, 2020 included 43 trading days of Gain activity from the period post-acquisition of Gain, which was acquired effective August 1, 2020. Gain activity is shown in our Retail segment, along with our pre-existing FX activities, which are shown in our Institutional segment. Both had a full year of trading days during the years ended September 30, 2022 and 2021.

Operating Revenues

Year Ended September 30, 2022 Compared to Year Ended September 30, 2021

Operating revenues increased \$434.3 million, or 26%, to \$2,107.4 million in the year ended September 30, 2022 compared to \$1,673.1 million in the year ended September 30, 2021. The table above displays operating revenues disaggregated across the key products we provide to our clients.

Operating revenues derived from listed derivatives increased \$42.9 million, or 11%, to \$430.5 million in the year ended September 30, 2022 compared to \$387.6 million in the year ended September 30, 2021, principally driven by a 10% increase in listed derivative volumes.

Operating revenues in OTC derivatives increased \$64.9 million, or 45%, to \$208.3 million in the year ended September 30, 2022 compared to \$143.4 million in the year ended September 30, 2021. This growth was principally driven by increased client activity in agricultural and soft commodity markets which resulted in a 16% increase in OTC contract volumes, as well as a 27% increase in the average rate per contract as a result of wider spreads in FX hedging and energy and renewable fuels markets.

Operating revenue from securities transactions increased \$76.8 million, or 14%, to \$610.4 million in the year ended September 30, 2022 compared to \$533.6 million in the year ended September 30, 2021. This increase was principally a result of a 25% increase in securities ADV driven by increased client activity in fixed income markets, which was partially offset by a 5% decline in RPM as a result of lower spreads in equity products.

Operating revenues from FX/CFD contracts increased \$97.3 million, or 40%, to \$339.3 million in the year ended September 30, 2022 compared to \$242.0 million in the year ended September 30, 2021, principally as a result of a 25% increase in FX/CFD contracts ADV, as well as a 11% increase in FX/CFD contracts RPM, both of which were driven by heightened volatility in global financial markets.

Operating revenues from global payments increased by \$34.0 million, or 25%, to \$167.8 million in the year ended September 30, 2022 compared to \$133.8 million in the year ended September 30, 2021, principally as a result of a 15% increase in ADV, as well as a 10% increase in payments RPM.

Operating revenues from physical contracts increased \$41.7 million, or 27%, to \$194.3 million in the year ended September 30, 2022 compared to \$152.6 million in the year ended September 30, 2021, principally due to increased client activity in agricultural and energy commodities, as well as continued strong client demand for precious metals.

Interest and fee income earned on client balances, which is associated with our listed and OTC derivative businesses, as well as our correspondent clearing and independent wealth management businesses, increased \$63.3 million, or 243%, to \$89.3 million in the year ended September 30, 2022 compared to \$26.0 million in the year ended September 30, 2021, principally as a result of an increase in short term interest rates as well as increases in average client equity and average FDIC sweep client balances of 48% and 21%, respectively.

Year Ended September 30, 2021 Compared to Year Ended September 30, 2020

Operating revenues increased \$364.8 million, or 28% to \$1,673.1 million in the year ended September 30, 2021 compared to \$1,308.3 million in the year ended September 30, 2020. The table above displays operating revenues disaggregated across the key products we provide to our clients.

Operating revenues from listed derivatives increased \$59.1 million, or 18% to \$387.6 million in the year ended September 30, 2021 compared to \$328.5 million in the year ended September 30, 2020, principally driven by a 29% increase in the average rate per contract, which was partially offset by a 6% decline in listed derivative volumes.

Operating revenues in OTC derivatives increased \$32.2 million, or 29% to \$143.4 million in the year ended September 30, 2021 compared to \$111.2 million in the year ended September 30, 2020. This growth was principally driven by increased client activity in agricultural markets which drove a 21% increase in OTC contract volumes.

Operating revenue from Securities transactions increased \$75.3 million, or 16% to \$533.6 million in the year ended September 30, 2021 compared to \$458.3 million in the year ended September 30, 2020. This was principally a result of a 61% increase in securities ADV driven by increased client activity in fixed income markets and to a lesser extent equity products, which was partially offset by a 28% decline in RPM as a result of lower spreads in fixed income products.

Operating revenues from FX/CFD contracts increased \$175.1 million, or 262% to \$242.0 million in the year ended September 30, 2021 compared to \$66.9 million in the year ended September 30, 2020, as a result of an incremental \$183.0 million increase in FX/CFD contracts operating revenues in our Retail segment resulting from the acquisition of Gain, which was partially offset by lower FX operating revenues in our Institutional FX prime brokerage business.

Operating revenues from global payments increased by \$19.2 million, or 17% to \$133.8 million in the year ended September 30, 2021 compared to \$114.6 million in the year ended September 30, 2020, principally as a result of a 20% increase in ADV.

Operating revenues from physical contracts increased \$30.2 million, or 25% to \$152.6 million in the year ended September 30, 2021 compared to \$122.4 million in the year ended September 30, 2020, principally due to increased client activity in agricultural and energy commodities as well as continued strong client demand for precious metals.

Interest and fee income earned on client balances, which is associated with our listed and OTC derivative businesses, as well as our correspondent clearing and independent wealth management businesses, declined \$16.7 million, or 39%, to \$26.0 million in the year ended September 30, 2021 compared to \$42.7 million in the year ended September 30, 2020, principally as a result of a significant decline in short term interest rates related to the FOMC's actions to reduce the federal funds rate in March 2020. Partially offsetting the decline in short term interest rates was an increase in average client equity and average FDIC sweep client balances of 39% and 30%, respectively.

Finally, related to the transfer of the majority of the operations of Gain's U.K. domiciled subsidiaries into StoneX Financial Ltd., a U.S. dollar denominated entity, which was completed during the quarter ended March 2021, operating revenues for the year ended September 30, 2021 included a \$4.9 million loss on derivative positions entered into to mitigate our exposure to the British Pound in the Gain subsidiaries in advance of the transfer as well as a \$0.4 million foreign currency gain on revaluation related to the Gain U.K. domiciled subsidiaries. Prior to the transfer, the assets and liabilities of Gain's U.K. subsidiaries were subject to translation to the U.S. dollar, and for the period beginning October 2020 through March 31, 2021, the foreign currency translation adjustment related to Gain's U.K. subsidiaries resulted in a \$10.3 million increase in "accumulated other comprehensive income".

Interest and Transactional Expenses

Year Ended September 30, 2022 Compared to Year Ended September 30, 2021

Transaction-based clearing expenses

	Year Ended September 30,			
	2022	2021	\$ Change	% Change
Transaction-based clearing expenses	\$ 291.2	\$ 271.7	\$ 19.5	7 %
Percentage of operating revenues	14 %	16 %		

The increase in expense is principally due to higher clearing and ADR conversion fees in the Equity Capital Markets business, higher costs related to listed derivatives within the Financial Ag & Energy and Exchange-Traded Futures & Options businesses, and higher costs in our Debt Capital Markets, Global Payments, and Retail Forex businesses due to increases in average daily volumes. The decline in the percentage of operating revenues is principally due to the significant increase in interest income.

Introducing broker commissions

	Year Ended September 30,			
	2022	2021	\$ Change	% Change
Introducing broker commissions	\$ 160.1	\$ 160.5	\$ (0.4)	— %
Percentage of operating revenues	8 %	10 %		

The modest decrease in introducing broker commissions is principally due to lower costs within our Financial Ag & Energy and Retail Forex businesses, partially offset by increased activity in our Exchange-Traded Futures & Options, LME Metals, Physical Ag & Energy and Global Payments businesses. The decline in the percentage of operating revenues is principally due to the significant increase in interest income.

Interest expense

	Year Ended September 30,			
	2022	2021	\$ Change	% Change
Interest expense attributable to:				
Trading activities:				
Institutional dealer in fixed income securities	\$ 62.3	\$ 9.6	\$ 52.7	549 %
Securities borrowing	23.0	17.6	5.4	31 %
Client balances on deposit	17.4	1.5	15.9	1,060 %
Short-term financing facilities of subsidiaries and other direct interest of operating segments	32.8	20.9	11.9	57 %
	135.5	49.6	85.9	173 %
Corporate funding	44.7	41.3	3.4	8 %
Total interest expense	\$ 180.2	\$ 90.9	\$ 89.3	98 %

The increase in interest expense attributable to trading activities is principally due to the increase in fixed income business activities within our Institutional segment, an increase in interest on client balances principally due to higher short-term rates, and increase in average borrowings within our Commercial segment, along with the impact of the increases in short-term interest rates during the year ended September 30, 2022.

Year Ended September 30, 2021 Compared to Year Ended September 30, 2020

Transaction-based clearing expenses

	Year Ended September 30,			
	2021	2020	\$ Change	% Change
Transaction-based clearing expenses	\$ 271.7	\$ 222.5	\$ 49.2	22 %
Percentage of operating revenues	16 %	17 %		

The increase in transaction-based clearing expenses is principally due to incremental costs in the retail forex business within our Retail segment related to the acquisition of Gain, effective August 1, 2020, and also from higher clearing and exchange fees within our Institutional segment, resulting from the increase in securities ADV, and our Commercial segment, resulting from the increase in listed derivative contract volumes.

Introducing broker commissions

	Year Ended September 30,			
	2021	2020	\$ Change	% Change
Introducing broker commissions	\$ 160.5	\$ 113.8	\$ 46.7	41 %
Percentage of operating revenues	10 %	9 %		

The increase in introducing broker commissions is principally due to increases in our Retail and Institutional segments related to incremental expense from the Gain acquisition. Additionally, higher revenues have resulted in increases costs within our Commercial segment and our Independent Wealth Management business.

Interest expense

	Year Ended September 30,			
	2021	2020	\$ Change	% Change
Interest expense attributable to:				
Trading activities:				
Institutional dealer in fixed income securities	\$ 9.6	\$ 33.5	\$ (23.9)	(71)%
Securities borrowing	17.6	25.0	(7.4)	(30)%
Client balances on deposit	1.5	4.4	(2.9)	(66)%
Short-term financing facilities of subsidiaries and other direct interest of operating segments	20.9	17.5	3.4	19 %
	49.6	80.4	(30.8)	(38)%
Corporate funding	41.3	23.6	17.7	75 %
Total interest expense	\$ 90.9	\$ 104.0	\$ (13.1)	(13)%

The decrease in interest expense attributable to trading activities is principally due to the decrease in short-term interest rates. Interest expense on corporate funding increased principally due to incremental interest related to the issuance of our senior secured notes during June 2020, partially offset by lower short-term interest rates on our senior secured syndicated loan facility. In June 2020, we completed the issuance and sale of \$350 million in aggregate principal amount of the Company's 8.625% Senior Secured Notes due 2025 at the offering price of 98.5% of the aggregate principal amount.

Net Operating Revenues

Net operating revenues is one of the key measures used by management to assess the performance of our operating segments. Net operating revenue is calculated as operating revenue less transaction-based clearing expenses, introducing broker commissions and interest expense. Transaction-based clearing expenses represent variable expenses paid to executing brokers, exchanges, clearing organizations and banks in relation to our transactional volumes. Introducing broker commissions include commission paid to non-employee third parties that have introduced clients to us. Net operating revenues represent revenues available to pay variable compensation to risk management consultants and traders and direct non-variable expenses, as well as variable and non-variable expenses of operational and administrative employees, including our executive management team.

The table below presents a disaggregation of consolidated net operating revenues used by management in evaluating our performance, for the periods indicated:

	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Net Operating Revenues (in millions):					
Listed derivatives	\$ 209.4	20%	\$ 173.8	21%	\$ 143.9
OTC derivatives	208.3	45%	143.4	29%	111.2
Securities	364.9	2%	357.8	24%	287.9
FX / CFD contracts	291.9	51%	193.2	249%	55.4
Global Payments	158.4	25%	126.4	16%	108.7
Physical contracts	173.2	27%	136.2	27%	107.1
Interest, net / fees earned on client balances	70.0	206%	22.9	(35)%	35.4
Other	59.3	16%	51.1	19%	42.9
Corporate Unallocated	(59.5)	9%	(54.8)	124%	(24.5)
	<u>\$ 1,475.9</u>	<u>28%</u>	<u>\$ 1,150.0</u>	<u>32%</u>	<u>\$ 868.0</u>

Compensation and Other Expenses

The following table presents a summary of expenses, other than interest and transactional expenses.

(in millions)	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Compensation and benefits:					
Variable compensation and benefits	\$ 478.1	27%	\$ 377.7	27%	\$ 296.8
Fixed compensation and benefits	316.7	5%	301.4	36%	221.9
	<u>794.8</u>	<u>17%</u>	<u>679.1</u>	<u>31%</u>	<u>518.7</u>
Other expenses:					
Trading systems and market information	66.2	13%	58.8	27%	46.3
Professional fees	54.3	33%	40.9	35%	30.2
Non-trading technology and support	52.4	14%	46.0	62%	28.4
Occupancy and equipment rental	36.1	6%	34.2	46%	23.5
Selling and marketing	55.3	66%	33.3	173%	12.2
Travel and business development	16.9	276%	4.5	(49)%	8.9
Communications	8.3	(11)%	9.3	33%	7.0
Depreciation and amortization	44.4	22%	36.5	85%	19.7
Bad debts, net of recoveries and impairment	15.8	52%	10.4	(44)%	18.7
Other	60.6	31%	46.3	56%	29.6
	<u>410.3</u>	<u>28%</u>	<u>320.2</u>	<u>43%</u>	<u>224.5</u>
Total compensation and other expenses	<u>\$ 1,205.1</u>	<u>21%</u>	<u>\$ 999.3</u>	<u>34%</u>	<u>\$ 743.2</u>

Year Ended September 30, 2022 Compared to Year Ended September 30, 2021

Compensation and Other Expenses: Compensation and other expenses increased \$205.8 million, or 21%, to \$1,205.1 million in the year ended September 30, 2022 compared to \$999.3 million in the year ended September 30, 2021.

Compensation and Benefits:

(in millions)	Year Ended September 30,			
	2022	2021	\$ Change	% Change
Compensation and benefits:				
Variable compensation and benefits				
Front office	\$ 410.4	\$ 333.5	\$ 76.9	23 %
Administrative, executive, and centralized and local operations	67.7	44.2	23.5	53 %
Total variable compensation and benefits	478.1	377.7	100.4	27 %
Variable compensation and benefits as a percentage of net operating revenues	32 %	33 %		
Fixed compensation and benefits:				
Non-variable salaries	225.8	204.7	21.1	10 %
Employee benefits and other compensation, excluding share-based compensation	73.1	82.8	(9.7)	(12)%
Share-based compensation	17.8	13.9	3.9	28 %
Total fixed compensation and benefits	316.7	301.4	15.3	5 %
Total compensation and benefits	\$ 794.8	\$ 679.1	\$ 115.7	17 %
Total compensation and benefits as a percentage of operating revenues	38 %	41 %		
Number of employees, end of period	3,615	3,242	373	12 %

Non-variable salaries increased principally due to the increase in headcount resulting from expanding capabilities among our business lines, as well as the growth in our operational and overhead departments supporting our business growth.

Employee benefits and other compensation, excluding share-based compensation, decreased principally due to an increase in employee-elected deferred incentive, which is exchange for restricted stock that will be amortized over a thirty-six month period following the grant date and lower severance costs, partially offset by higher payroll, benefits, and retirement costs from the increased headcount. During the year ended September 30, 2022, severance costs were \$2.6 million. During the year ended September 30, 2021, severance costs were \$7.7 million, principally due to the departure of certain senior officers. Share-based compensation includes stock option and restricted stock expense.

Other Expenses: Other non-compensation expenses increased \$90.1 million, or 28%, to \$410.3 million in the year ended September 30, 2022 compared to \$320.2 million in the year ended September 30, 2021.

Trading systems and market information costs increased \$7.4 million, principally due to higher costs in the Retail Forex, Debt Capital Markets, and LME Metals businesses.

Professional fees increased \$13.4 million, principally due to higher legal and other consulting fees.

Non-trading technology and support increased \$6.4 million, principally due to higher non-trading software implementation costs related to various IT systems.

Selling and marketing costs increased \$22.0 million, principally due to increased campaigns related to our Retail Forex business, as well as costs of holding our bi-annual global sales and strategy meeting in March 2022.

Travel and business development increased \$12.4 million principally due to several business line specific development meetings, as well as increases along all business lines with the lifting of certain social distancing and travel restrictions, following periods of limited travel due to responses by governments and societies to the COVID-19 pandemic.

Depreciation and amortization increased \$7.9 million, principally due to the incremental depreciation expense from internally developed software placed into service.

Other expenses increased \$14.3 million, principally due to higher insurance costs, non-income taxes, non-variable direct business related costs, and non-compensation employee based expenses.

Bad debt expense, net of recoveries increased \$5.4 million over the prior year. During the year ended September 30, 2022, bad debt expense, net of recovery was \$15.8 million, principally related to client trading account deficits in our Commercial, Institutional, Retail, and Global Payments segments of \$11.6 million, \$1.8 million, \$2.3 million, and \$0.1 million, respectively. During the year ended September 30, 2021, bad debts, net of recoveries were \$10.4 million, principally related to client trading

account deficits in our Commercial, Institutional, and Retail segments of \$3.4 million, \$0.6 million, and \$1.1 million, respectively. Additionally, we recorded bad debt expense of \$5.1 million related to trade receivables with physical clients.

Gain on Acquisitions and Other Gains, net: The results of the year ended September 30, 2022 include a nonrecurring gain of \$6.4 million related to a foreign exchange antitrust class action settlement received in March 2022. The results of the year ended September 30, 2021 included a gain of \$3.3 million related to an adjustment to the liabilities assumed as part of the Gain acquisition initially determined values, as of August 1, 2020.

Provision for Taxes: The effective income tax rate was 25% for the years ended September 30, 2022 and 2021. The gain on acquisition of \$3.3 million in the year ended September 30, 2021 was not taxable and reduced the effective income tax rate 0.5%.

The effective income tax rate for the fiscal year ended September 30, 2022 and 2021 was higher than the U.S. federal statutory rate of 21% due to U.S. state and local taxes, changes in valuation allowances, U.K. bank tax, U.S. permanent differences, and the amount of foreign earnings taxed at higher tax rates.

Year Ended September 30, 2021 Compared to Year Ended September 30, 2020

Compensation and Other Expenses: Compensation and other expenses increased \$256.1 million, or 34%, to \$999.3 million in the year ended September 30, 2021 compared to \$743.2 million in the year ended September 30, 2020.

Compensation and Benefits:

(in millions)	Year Ended September 30,			
	2021	2020	\$ Change	% Change
Compensation and benefits:				
Variable compensation and benefits				
Front office	\$ 333.5	\$ 251.0	\$ 82.5	33 %
Administrative, executive, and centralized and local operations	44.2	45.8	(1.6)	(3)%
Total variable compensation and benefits	377.7	296.8	80.9	27 %
<i>Variable compensation and benefits as a percentage of net operating revenues</i>	33 %	34 %		
Fixed compensation and benefits:				
Non-variable salaries	204.7	159.0	45.7	29 %
Employee benefits and other compensation, excluding share-based compensation	82.8	52.6	30.2	57 %
Share-based compensation	13.9	10.3	3.6	35 %
Total fixed compensation and benefits	301.4	221.9	79.5	36 %
Total compensation and benefits	\$ 679.1	\$ 518.7	\$ 160.4	31 %
<i>Total compensation and benefits as a percentage of operating revenues</i>	41 %	40 %		
Number of employees, end of period	3,242	2,950	292	10 %

Non-variable salaries increased principally due to a full year of the costs associated with the Gain acquisition in the fourth quarter of the year ended September 30, 2020.

Employee benefits and other compensation, excluding share-based compensation, increased principally due to higher payroll, benefits, and retirement costs from the increased headcount.

Fixed compensation and benefits during the year ended September 30, 2021 include severance costs of \$7.7 million, principally due to the departure of certain senior officers. During the during the year ended September 30, 2020, severance costs were \$1.5 million.

Other Expenses: Other non-compensation expenses increased \$95.7 million, or 43%, to \$320.2 million in the year ended September 30, 2021 compared to \$224.5 million in the year ended September 30, 2020.

Trading systems and market information costs increased \$12.5 million, principally due to incremental costs in the retail forex business acquired as part of the Gain acquisition in the fourth quarter of fiscal 2020 and higher costs in our Institutional segment.

Professional fees increased \$10.7 million, principally due to higher legal, consulting and accounting services fees.

Non-trading technology and support increased \$17.6 million, principally due to incremental costs related to the Gain acquisition in the fourth quarter of fiscal 2020 in addition to higher non-trading software implementation costs related to various IT, client engagement, and accounting systems.

Occupancy and equipment rental increased \$10.7 million, principally due to additional leased office space.

Selling and marketing costs increased \$21.1 million, principally due to incremental costs related to the acquired retail forex business, partially offset by the prior year including costs for the bi-annual global sales meeting held in February 2020.

Travel and business development decreased \$4.4 million principally as a result of the impact of the response by governments and regulatory bodies to the COVID-19 pandemic, which included social distancing; travel restrictions, “shelter in place” and other governmental regulations.

Communications increased \$2.3 million, principally due to incremental costs related to the Gain acquisition in the fourth quarter of fiscal 2020.

Depreciation and amortization increased \$16.8 million, principally due to the amortization costs of the acquired intangible assets related to the Gain acquisition, as well as increases in depreciation of IT hardware, third-party software, internally developed software, and amortization of leasehold improvements.

Other expenses increased \$16.7 million, primarily due to incremental costs from recent acquisitions most notably related to higher non-income taxes, insurance and recruiting costs.

Bad debts, net of recoveries and impairment decreased \$8.3 million year-over-year. During the year ended September 30, 2021, bad debts, net of recoveries were \$10.4 million, principally related to client trading account deficits in our Commercial, Institutional, and Retail segments of \$3.4 million, \$0.6 million, and \$1.1 million, respectively. Additionally, we recorded bad debt expense of \$5.1 million related to trade receivables with physical clients.

During the year ended September 30, 2020, bad debts, net of recoveries were \$13.0 million, primarily related to client trading account deficits in our Commercial, Institutional, and Retail segments of \$3.5 million, \$5.7 million, and \$0.6 million, respectively. Additionally, we recorded bad debt expense of \$3.2 million related to trade receivables with physical clients.

In connection with the integration of Gain, the Company re-evaluated all trading systems utilized across the organization in order to identify duplicative systems. In connection with this process, the Company determined that certain legacy capitalized developed software costs within our OTC foreign exchange and physical metals business would no longer be placed into service and utilized as expected prior to the merger with Gain. As a result, the Company recorded impairment charges of \$5.7 million in the year ended September 30, 2020.

Gain on Acquisitions and Other Gains, net: The results of the year ended September 30, 2021 include a gain of \$3.3 million related to an adjustment to the liabilities assumed as part of the Gain acquisition initially determined values, as of August 1, 2020. The results of the year ended September 30, 2020 included gain on acquisitions of \$81.9 million, principally related to the acquisition of Gain.

Provision for Taxes: The effective income tax rate was 25% in the year ended September 30, 2021 compared to 18% in the year ended September 30, 2020. The gains on acquisitions of \$3.3 million and \$81.9 million in the year ended September 30, 2021 and 2020, respectively, were not taxable and reduced the effective income tax rate 0.5% and 8.3% in the year ended September 30, 2021 and 2020, respectively.

The effective income tax rate for the year ended September 30, 2021 was higher than the U.S. federal statutory rate of 21% due to U.S. state and local taxes, global intangible low-taxed income (“GILTI”), U.S. and foreign permanent differences, and the amount of foreign earnings taxed at higher tax rates. The effective rate for the year ended September 30, 2020 was lower than the U.S. federal statutory rate of 21% due to the non-taxable gain recognized upon the acquisition of Gain.

Variable vs. Fixed Expenses

The table below sets forth our variable expenses and non-variable expenses as a percentage of total non-interest expenses for the periods indicated.

(in millions)	Year Ended September 30,					
	2022	% of Total	2021	% of Total	2020	% of Total
Variable compensation and benefits	\$ 478.1	29%	\$ 377.7	26%	\$ 296.8	27%
Transaction-based clearing expenses	291.2	17%	271.7	19%	222.5	21%
Introducing broker commissions	160.1	10%	160.5	11%	113.8	11%
Total variable expenses	929.4	56%	809.9	56%	633.1	59%
Fixed compensation and benefits	316.7	19%	301.4	21%	221.9	20%
Other fixed expenses	394.5	24%	309.8	22%	205.8	19%
Bad debts, net of recoveries and impairment	15.8	1%	10.4	1%	18.7	2%
Total non-variable expenses	727.0	44%	621.6	44%	446.4	41%
Total non-interest expenses	\$ 1,656.4	100%	\$ 1,431.5	100%	\$ 1,079.5	100%

Our variable expenses include variable compensation paid to traders and risk management consultants, bonuses paid to operational, administrative, and executive employees, transaction-based clearing expenses and introducing broker commissions. We seek to make our non-interest expenses variable to the greatest extent possible, and to keep our fixed costs as low as possible.

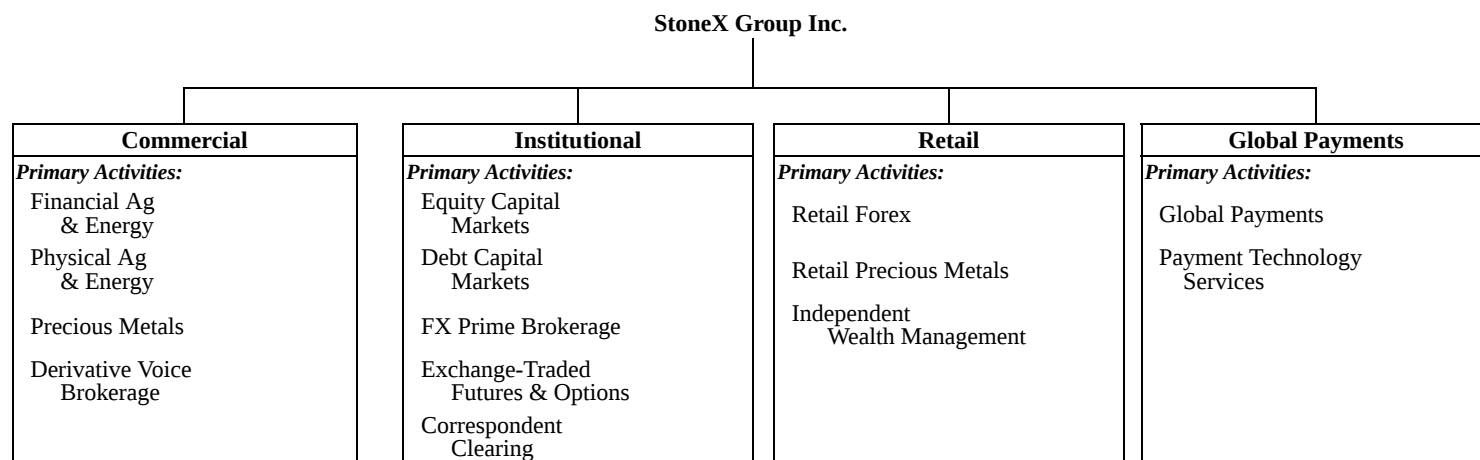
During the year ended September 30, 2022, non-variable expenses, excluding bad debts, net of recoveries, increased \$100.0 million, or 16%, compared to the year ended September 30, 2021.

During the year ended September 30, 2021, non-variable expenses, excluding bad debts, net of recoveries and impairment, increased \$183.5 million, or 43%, compared to the year ended September 30, 2020, principally driven by incremental costs from the Gain acquisition in the fourth quarter of the year ended September 30, 2020.

Segment Information

Our operating segments are based principally on the nature of the clients we serve (commercial, institutional, and retail), and a fourth operating segment, our global payments business. We manage our business in this manner due to our large global footprint, in which we have more than 3,600 employees allowing us to serve clients in more than 180 countries.

Our business activities are managed as operating segments and organized into reportable segments as shown below.



Operating revenues, net operating revenues, net contribution and segment income are some of the key measures used by management to assess the performance of each segment and for decisions regarding the allocation of our resources. Operating revenues are calculated as total revenues less cost of sales of physical commodities.

Net operating revenue is calculated as operating revenue less transaction-based clearing expenses, introducing broker commissions and interest expense.

Net contribution is calculated as net operating revenues less variable compensation. Variable compensation paid to risk management consultants and traders generally represents a fixed percentage, that can vary by revenue type, of an amount equal to revenues generated, and in some cases, revenues generated less transaction-based clearing expenses, base salaries and an overhead allocation.

Segment income is calculated as net contribution less non-variable direct segment costs. These non-variable direct expenses include trader base compensation and benefits, operational charges, trading systems and market information, professional fees, travel and business development, communications, bad debts, trade errors and direct marketing expenses.

Total Segment Results

The following table presents summary information concerning all of our business segments on a combined basis, excluding unallocated overhead, for the periods indicated.

(in millions)	Year Ended September 30,					
	2022	% of Operating Revenues	2021	% of Operating Revenues	2020	% of Operating Revenues
Sales of physical commodities	\$ 64,052.6		\$ 40,961.6		\$ 52,899.2	
Principal gains, net	1,150.5		899.0		620.8	
Commission and clearing fees	509.6		488.4		405.1	
Consulting, management, and account fees	108.5		86.5		79.2	
Interest income	230.0		114.1		140.0	
Total revenues	66,051.2		42,549.6		54,144.3	
Cost of sales of physical commodities	63,928.6		40,861.1		52,831.3	
Operating revenues	2,122.6	100%	1,688.5	100%	1,313.0	100%
Transaction-based clearing expenses	292.3	14%	270.3	16%	221.0	17%
Introducing broker commissions	160.3	8%	161.2	10%	113.6	9%
Interest expense	134.6	6%	52.2	3%	85.9	7%
Net operating revenues	1,535.4		1,204.8		892.5	
Variable direct compensation and benefits	413.5	19%	336.1	20%	253.0	19%
Net contribution	1,121.9		868.7		639.5	
Fixed compensation and benefits	175.7		162.3		117.7	
Other fixed expenses	261.1		189.8		108.0	
Bad debts, net of recoveries and impairment	15.8		10.4		18.7	
Total non-variable direct expenses	452.6	21%	362.5	21%	244.4	19%
Other gain	6.4		—		—	
Segment income	\$ 675.7		\$ 506.2		\$ 395.1	

Year Ended September 30, 2022 Compared to Year Ended September 30, 2021

Net contribution for all of our business segments increased \$253.2 million, or 29%, to \$1,121.9 million in the year ended September 30, 2022 compared to \$868.7 million in the year ended September 30, 2021. Segment income increased \$169.5 million, or 33%, to \$675.7 million in the year ended September 30, 2022 compared to \$506.2 million in the year ended September 30, 2021.

Year Ended September 30, 2021 Compared to Year Ended September 30, 2020

Net contribution for all of our business segments increased \$229.2 million, or 36%, to \$868.7 million in the year ended September 30, 2021 compared to \$639.5 million in the year ended September 30, 2020. Segment income increased \$111.1 million, or 28%, to \$506.2 million in the year ended September 30, 2021 compared to \$395.1 million in the year ended September 30, 2020.

Commercial

We offer our commercial clients a comprehensive array of products and services, including risk management and hedging services, execution and clearing of exchange-traded and OTC products, voice brokerage, market intelligence and physical trading, as well as commodity financing and logistics services. We believe our ability to provide these high-value-added products and services differentiates us from our competitors and maximizes our ability to retain our clients.

The tables below present the financial performance, a disaggregation of operating revenues, and select operating data and metrics used by management in evaluating the performance of the Commercial segment, for the periods indicated.

(in millions)	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Revenues:					
Sales of physical commodities	\$ 63,162.7	60%	\$ 39,420.3	(25)%	\$ 52,593.9
Principal gains, net	343.0	40%	245.5	26%	194.1
Commission and clearing fees	168.8	(5)%	178.3	27%	140.1
Consulting, management and account fees	21.9	11%	19.7	5%	18.8
Interest income	46.8	132%	20.2	(13)%	23.2
Total revenues	63,743.2	60%	39,884.0	(25)%	52,970.1
Cost of sales of physical commodities	63,051.1	60%	39,349.2	(25)%	52,538.6
Operating revenues	692.1	29%	534.8	24%	431.5
Transaction-based clearing expenses	55.9	4%	54.0	32%	40.8
Introducing broker commissions	31.5	(9)%	34.7	45%	24.0
Interest expense	18.2	40%	13.0	(2)%	13.3
Net operating revenues	586.5	35%	433.1	23%	353.4
Variable direct compensation and benefits	171.2	28%	133.4	20%	111.2
Net contribution	415.3	39%	299.7	24%	242.2
Fixed compensation and benefits	49.8	—%	49.9	3%	48.5
Other fixed expenses	65.6	34%	49.1	13%	43.5
Bad debts, net of recoveries and impairment	11.6	36%	8.5	2%	8.3
Total non-variable direct expenses	127.0	18%	107.5	7%	100.3
Segment income	\$ 288.3	50%	\$ 192.2	35%	\$ 141.9

	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Operating Revenues (in millions):					
Listed derivatives	\$ 240.5	8%	\$ 223.5	26%	\$ 176.9
OTC derivatives	208.3	45%	143.4	29%	111.0
Physical contracts	180.4	36%	132.2	21%	109.6
Interest / fees earned on client balances	41.3	183%	14.6	1%	14.5
Other	21.6	2%	21.1	8%	19.5
	\$ 692.1	29%	\$ 534.8	24%	\$ 431.5
Select data (all \$ amounts are U.S. dollar equivalent):					
Listed derivatives (contracts, 000's)	30,323	(2)%	30,904	6%	29,255
Listed derivatives, average rate per contract ⁽¹⁾	\$ 7.54	9%	\$ 6.92	26%	\$ 5.48
Average client equity - listed derivatives (millions)	\$ 2,149	30%	\$ 1,648	62%	\$ 1,019
Over-the-counter ("OTC") derivatives (contracts, 000's)	2,968	16%	2,557	21%	2,113
OTC derivatives, average rate per contract	\$ 70.49	27%	\$ 55.70	7%	\$ 52.19

⁽¹⁾ Give-up fees as well as cash and voice brokerage are excluded from the calculation of listed derivatives, average rate per contract.

For information about the assets of this segment, see Note 22 to the Consolidated Financial Statements.

Year Ended September 30, 2022 Compared to Year Ended September 30, 2021

Operating revenues increased \$157.3 million, or 29%, to \$692.1 million in the year ended September 30, 2022 compared to \$534.8 million in the year ended September 30, 2021. Net operating revenues increased \$153.4 million, or 35%, to \$586.5 million in the year ended September 30, 2022 compared to \$433.1 million in the year ended September 30, 2021.

Operating revenues derived from listed derivatives increased \$17.0 million, or 8%, to \$240.5 million in the year ended September 30, 2022 compared to \$223.5 million in the year ended September 30, 2021. This increase was principally driven by

a 9% increase in the average rate per contract as a result of wider spreads in LME commodity markets which was partially offset by a 2% decrease in contract volumes as a result of decline in agricultural and soft commodity client volumes.

Operating revenues derived from OTC transactions increased \$64.9 million, or 45%, to \$208.3 million in the year ended September 30, 2022 compared to \$143.4 million in the year ended September 30, 2021. This increase was driven by a 16% increase in OTC volumes, primarily in agricultural and soft commodities as well as a 27% increase in the average rate per contract as a result of wider spreads in FX hedging and energy and renewable fuels markets.

Operating revenues derived from physical transactions increased \$48.2 million, or 36%, to \$180.4 million in the year ended September 30, 2022 compared to \$132.2 million in the year ended September 30, 2021, principally due to increased client activity in agricultural and energy commodities as well as continued strong client demand for precious metals. Operating revenues during the year ended September 30, 2022 were favorably impacted by realized gains of \$1.7 million on the sale of physical inventories carried at the lower of cost or net realizable value, for which losses on related derivative positions were recognized in prior periods. Operating revenues during the year ended September 30, 2021 included unrealized losses on derivative positions held against physical inventories carried at the lower of cost or net realizable value of \$2.2 million, and sold in subsequent quarters. In addition, the year ended September 30, 2021 included a \$1.9 million loss on the liquidation of certain physical inventories of crude oil and low sulfur fuel oil as a result of quality degradation and additional costs to sell.

Interest and fee income earned on client balances increased \$26.7 million, or 183%, to \$41.3 million in the year ended September 30, 2022 compared to \$14.6 million in the year ended September 30, 2021, as result of both a 30% increase in average client equity to \$2,149 million as well as an increase in short term interest rates.

Variable expenses, excluding interest, expressed as a percentage of operating revenues declined to 37% in the year ended September 30, 2022 compared to 42% in the year ended September 30, 2021, primarily as the result of the increase in interest income.

Segment income increased \$96.1 million, or 50%, to \$288.3 million in the year ended September 30, 2022 compared to \$192.2 million in the year ended September 30, 2021, principally driven by the growth in operating revenues which was partially offset by a \$16.5 million increase in other fixed expenses and a \$3.1 million increase in bad debts, net of recoveries and impairment. The increase in other fixed expenses principally related to a \$4.0 million increase in shared service allocations, a \$3.2 million increase in travel and business development, a \$2.8 million increase in professional fees, a \$1.9 million increase in insurance expense and a \$1.5 million increase in selling and marketing.

Year Ended September 30, 2021 Compared to Year Ended September 30, 2020

Operating revenues increased \$103.3 million, or 24%, to \$534.8 million in the year ended September 30, 2021 compared to \$431.5 million in the year ended September 30, 2020. Net operating revenues increased \$79.7 million, or 23%, to \$433.1 million in the year ended September 30, 2021 compared to \$353.4 million in the year ended September 30, 2020.

Operating revenues derived from listed derivatives increased \$46.6 million, or 26%, to \$223.5 million in the year ended September 30, 2021 compared to \$176.9 million in the year ended September 30, 2020. This increase was principally driven by a 26% increase in the average rate per contract, as well as a 6% increase in contract volumes as a result of increased volatility in agricultural and base metal markets. This increase was partially offset by a \$6.7 million decline in derivative voice brokerage revenues.

Operating revenues derived from OTC transactions increased \$32.4 million, or 29%, to \$143.4 million in the year ended September 30, 2021 compared to \$111.0 million in the year ended September 30, 2020. This increase was driven by a 21% increase in OTC volumes as well as a 7% increase in the average rate per contract as a result of increased client activity in agricultural markets.

Operating revenues derived from physical transactions increased \$22.6 million, or 21%, to \$132.2 million in the year ended September 30, 2021 compared to \$109.6 million in the year ended September 30, 2020, principally due to increased client activity in agricultural and energy commodities as well as continued strong client demand for precious metals. The years ended September 30, 2021 and 2020 include unrealized losses on derivative positions held against physical inventories carried at the lower of cost or net realizable value of \$2.2 million and \$0.7 million, respectively. In addition, the years ended September 30, 2021 and 2020 included losses on the liquidation of certain physical inventories of crude oil and low sulfur fuel oil as a result of quality degradation and additional costs to sell of \$1.9 million and \$7.6 million, respectively.

Interest and fee income earned on client balances was \$14.6 million and \$14.5 million, respectively, in the years ended September 30, 2021 and 2020. A 62% increase in average client equity to \$1,648 million was offset by a significant decline in short term interest rates.

Variable expenses, excluding interest, expressed as a percentage of operating revenues was 42% in the year ended September 30, 2021 compared to 41% in the year ended September 30, 2020.

Segment income increased \$50.3 million, or 35%, to \$192.2 million in the year ended September 30, 2021 compared to \$141.9 million in the year ended September 30, 2020, principally driven by the growth in operating revenues which was partially offset by a \$1.4 million increase in fixed compensation and benefits as well as a \$5.6 million increase in other fixed expenses including a \$1.6 million increase in professional fees and a \$1.2 million increase in trading systems and market information.

Institutional

We provide institutional clients with a complete suite of equity trading services to help them find liquidity with best execution, consistent liquidity across a robust array of fixed income products, competitive and efficient clearing and execution in all major futures and securities exchanges globally as well as prime brokerage in equities and major foreign currency pairs and swap transactions. In addition, we originate, structure and place debt instruments in the international and domestic capital markets. These instruments include asset-backed securities (primarily in Argentina) and domestic municipal securities.

The tables below present the financial performance, a disaggregation of operating revenues, and select operating data and metrics used by management in evaluating the performance of the Institutional segment, for the periods indicated.

(in millions)	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Revenues:					
Sales of physical commodities	\$ —	—%	\$ —	—%	\$ —
Principal gains, net	337.2	8%	312.0	14%	273.6
Commission and clearing fees	283.8	15%	246.0	17%	211.1
Consulting, management, and account fees	32.2	79%	18.0	(23)%	23.3
Interest income	178.6	93%	92.4	(20)%	116.1
Total revenues	831.8	24%	668.4	7%	624.1
Cost of sales of physical commodities	—	—%	—	—%	—
Operating revenues	831.8	24%	668.4	7%	624.1
Transaction-based clearing expenses	202.4	10%	184.1	9%	168.7
Introducing broker commissions	31.7	15%	27.5	38%	19.9
Interest expense	114.2	205%	37.4	(48)%	71.7
Net operating revenues	483.5	15%	419.4	15%	363.8
Variable compensation and benefits	188.4	19%	158.5	38%	114.9
Net contribution	295.1	13%	260.9	5%	248.9
Fixed compensation and benefits	51.3	11%	46.1	(2)%	47.2
Other fixed expenses	67.4	45%	46.5	19%	39.0
Bad debts, net of recoveries and impairment	1.8	200%	0.6	(94)%	9.8
Total non-variable direct expenses	120.5	29%	93.2	(3)%	96.0
Segment income	\$ 174.6	4%	\$ 167.7	10%	\$ 152.9

Operating Revenues (in millions):	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Listed derivatives	\$ 190.0	16%	\$ 164.1	8%	\$ 151.6
OTC derivatives	—	n/m	—	(100)%	0.2
Securities	513.4	18%	436.0	16%	376.1
FX contracts	28.4	76%	16.1	(33)%	24.0
Interest / fees earned on client balances	46.1	352%	10.2	(62)%	26.5
Other	53.9	28%	42.0	(8)%	45.7
	\$ 831.8	24%	\$ 668.4	7%	\$ 624.1

Volumes and Other Select Data (all \$ amounts are U.S. dollar equivalents):

Listed derivatives (contracts, 000's)	130,285	13%	115,197	(8)%	125,397
Listed derivatives, average rate per contract ⁽¹⁾	\$ 1.36	(1)%	\$ 1.38	18%	\$ 1.17
Average client equity - listed derivatives (millions)	\$ 3,547	62%	\$ 2,195	26%	\$ 1,746
Securities ADV (millions)	\$ 3,459	25%	\$ 2,776	61%	\$ 1,729
Securities RPM ⁽²⁾	\$ 579	(5)%	\$ 610	(28)%	\$ 845
Average money market / FDIC sweep client balances (millions)	\$ 1,784	21%	\$ 1,471	30%	\$ 1,130
FX contracts ADV (millions)	\$ 3,983	142%	\$ 1,647	25%	\$ 1,322
FX contracts RPM	\$ 28	(26)%	\$ 38	(47)%	\$ 72

n/m = not meaningful to present as a percentage

⁽¹⁾ Give-up fee revenue are excluded from the calculation of listed derivative, average rate per contract.

⁽²⁾ Interest income related to securities lending is excluded from the calculation of Securities RPM.

For information about the assets of this segment, see Note 22 to the Consolidated Financial Statements.

Year Ended September 30, 2022 Compared to Year Ended September 30, 2021

Operating revenues increased \$163.4 million, or 24%, to \$831.8 million in the year ended September 30, 2022 compared to \$668.4 million in the year ended September 30, 2021. Net operating revenues increased \$64.1 million, or 15%, to \$483.5 million in the year ended September 30, 2022 compared to \$419.4 million in the year ended September 30, 2021.

Operating revenues derived from listed derivatives increased \$25.9 million, or 16%, to \$190.0 million in the year ended September 30, 2022 compared to \$164.1 million in the year ended September 30, 2021, principally driven by a 13% increase in listed derivative contract volumes compared to the year ended September 30, 2021, as a result of both an increase in market volatility as well as an increase in the number of clients in this business. This was partially offset by a 1% decline in the average rate per contract in the year ended September 30, 2022 compared to the year ended September 30, 2021.

Operating revenues derived from securities transactions increased \$77.4 million, or 18%, to \$513.4 million in the year ended September 30, 2022 compared to \$436.0 million in the year ended September 30, 2021. The ADV of securities traded increased 25%, principally driven by increased client activity in fixed income markets and to a lesser extent equity products. The RPM traded declined 5% in the year ended September 30, 2022 compared to the year ended September 30, 2021.

Operating revenues derived from FX contracts increased \$12.3 million, or 76%, to \$28.4 million in the year ended September 30, 2022 compared to \$16.1 million in the year ended September 30, 2021, primarily driven by a 142% increase in the ADV of FX contracts traded as a result of heightened volatility in global FX markets. The effect of the increase in ADV was partially offset by a 26% decline in the average rate per contract due to changes in product and client mix.

Finally, interest and fee income earned on client balances, which is associated with our listed derivative business, as well as our correspondent clearing and independent wealth management businesses, increased \$35.9 million, or 352%, to \$46.1 million in the year ended September 30, 2022 compared to \$10.2 million in the year ended September 30, 2021, as result of a 62% increase in average client equity and a 21% increase in average FDIC sweep client balances combined with a significant increase in short term interest rates.

As a result of the increase in short term interest rates and the increase in ADV, interest expense increased 205% compared to the prior year, with interest expense directly associated with serving as an institutional dealer in fixed income securities increasing \$52.7 million, interest paid to clients increasing \$14.5 million and interest expense directly attributable to securities lending activities increasing \$5.4 million compared to the prior year period.

Variable expenses, excluding interest, expressed as a percentage of operating revenues declined to 51% in the year ended September 30, 2022 compared to 55% in the year ended September 30, 2021, primarily as the result of the increase in interest income.

Segment income increased \$6.9 million, or 4%, to \$174.6 million in the year ended September 30, 2022 compared to \$167.7 million in the year ended September 30, 2021, primarily as a result of the increase in net operating revenues noted above, which was partially offset by a \$26.1 million, or 28% increase in non-variable direct expenses, excluding bad debts versus the year ended September 30, 2021. The increase in non-variable direct expenses, excluding bad debts was primarily related to a \$5.2 million increase in fixed compensation and benefits, a \$3.9 million increase in trade systems and market information, a \$6.2 million increase in professional fees and a \$3.0 million increase in travel and business development.

Year Ended September 30, 2021 Compared to Year Ended September 30, 2020

Operating revenues increased \$44.3 million, or 7%, to \$668.4 million in the year ended September 30, 2021 compared to \$624.1 million in the year ended September 30, 2020. Net operating revenues increased \$55.6 million, or 15%, to \$419.4 million in the year ended September 30, 2021 compared to \$363.8 million in the year ended September 30, 2020.

Operating revenues derived from listed derivatives increased \$12.5 million, or 8%, to \$164.1 million in the year ended September 30, 2021 compared to \$151.6 million in the year ended September 30, 2020, principally driven by an 18% increase in the average rate per contract, which was partially offset by an 8% decline in listed derivative contract volumes in the year ended September 30, 2021 compared to the year ended September 30, 2020.

Operating revenues derived from securities transactions increased \$59.9 million, or 16%, to \$436.0 million in the year ended September 30, 2021 compared to \$376.1 million in the year ended September 30, 2020. The ADV of securities traded increased 61%, principally driven by increased client activity in fixed income markets and to a lesser extent equity products, however the RPM traded declined 28% in the year ended September 30, 2021 principally driven by lower spreads in fixed income products compared to the year ended September 30, 2020 which benefited from wider spreads driven by the onset of the COVID-19 pandemic.

Operating revenues derived from FX contracts declined \$7.9 million, or 33%, to \$16.1 million in the year ended September 30, 2021 compared to \$24.0 million in the year ended September 30, 2020, as a 25% increase in the ADV of FX contracts traded was more than offset by a 47% decline in the average rate per contract due to a decline in foreign currency volatility.

Finally, interest and fee income earned on client balances, which is associated with our listed derivative business, as well as our correspondent clearing and independent wealth management businesses, declined \$16.3 million, or 62%, to \$10.2 million in the year ended September 30, 2021 compared to \$26.5 million in the year ended September 30, 2020, principally as a result of a significant decline in short term interest rates. Partially offsetting the decline in short term interest rates was a 26% increase in average client equity and a 30% increase in average FDIC sweep client balances.

Also primarily as a result of the decline in short term interest rates, interest expense declined 48% compared to the prior year, with interest expense directly associated with serving as an institutional dealer in fixed income securities declining \$23.9 million and interest expense directly attributable to securities lending activities declining \$7.4 million compared to the prior year period.

Variable expenses, excluding interest, expressed as a percentage of operating revenues increased to 55% in the year ended September 30, 2021 compared to 49% in the year ended September 30, 2020, primarily as the result of the decline in interest income and higher variable compensation.

Segment income increased \$14.8 million, or 10%, to \$167.7 million in the year ended September 30, 2021 compared to \$152.9 million in the year ended September 30, 2020, primarily as a result of the increase in operating revenues noted above as well as a \$9.2 million decline in bad debt expenses as compared to the year ended September 30, 2020. Non-variable direct expenses, excluding bad debts, increased \$6.4 million, or 7% versus the year ended September 30, 2020, primarily related to an increase in market information, professional fees and depreciation of internally developed software which was partially offset by lower travel and business development expenses.

Retail

We provide our retail clients around the world access to over 18,000 global financial markets, including spot foreign exchange ("forex") and CFDs, which are investment products with returns linked to the performance of underlying assets, and both financial trading and physical investment in precious metals. In addition, our independent wealth management business offers a comprehensive product suite to retail investors in the United States.

The tables below present the financial performance, a disaggregation of operating revenues, and select operating data and metrics used by management in evaluating the performance of the Retail segment, for the periods indicated.

(in millions)	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Sales of physical commodities	\$ 889.9	(42)%	\$ 1,541.3	405%	\$ 305.3
Principal gains, net	307.4	45%	212.7	403%	42.3
Commission and clearing fees	50.8	(14)%	58.9	18%	49.8
Consulting, management, and account fees	51.6	13%	45.5	32%	34.6
Interest income	4.5	200%	1.5	114%	0.7
Total revenues	1,304.2	(30)%	1,859.9	330%	432.7
Cost of physical commodities sold	877.5	(42)%	1,511.9	417%	292.7
Operating revenues	426.7	23%	348.0	149%	140.0
Transaction-based clearing expenses	26.2	2%	25.7	302%	6.4
Introducing broker commissions	95.6	(3)%	98.2	42%	69.0
Interest expense	2.0	18%	1.7	113%	0.8
Net operating revenues	302.9	36%	222.4	249%	63.8
Variable compensation and benefits	22.6	26%	18.0	260%	5.0
Net contribution	280.3	37%	204.4	248%	58.8
Fixed compensation and benefits	55.7	8%	51.6	406%	10.2
Other fixed expenses	113.3	35%	83.9	415%	16.3
Bad debts, net of recoveries	2.3	109%	1.1	83%	0.6
Total non-variable direct expenses	171.3	25%	136.6	404%	27.1
Other gain	6.4	n/m	—	—%	—
Segment income	\$ 115.4	70%	\$ 67.8	114%	\$ 31.7

The tables below reflect a disaggregation of operating revenues and select operating data and metrics used by management in evaluating performance of our Retail segment for the periods indicated.

Operating Revenues (in millions):	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Securities	\$ 97.0	(1)%	\$ 97.6	19%	\$ 82.2
FX / CFD contracts	310.9	38%	225.9	427%	42.9
Physical contracts	13.9	(32)%	20.4	59%	12.8
Interest / fees earned on client balances	1.9	58%	1.2	(29)%	1.7
Other	3.0	3%	2.9	625%	0.4
	\$ 426.7	23%	\$ 348.0	149%	\$ 140.0
Select data (all \$ amounts are U.S. dollar equivalents):					
FX / CFD contracts ADV (millions) ⁽¹⁾	\$ 9,290	3%	\$ 8,989	8%	\$ 8,357
FX / CFD contracts RPM	\$ 129	32%	\$ 98	(18)%	\$ 120

⁽¹⁾ The ADV for the year ended September 30, 2020 is reflective of the ADV post-acquisition of Gain, and is calculated based on 43 trading days with the activities of Gain, acquired effective August 1, 2020.

For information about the assets of this segment, see Note 22 to the Consolidated Financial Statements.

Year Ended September 30, 2022 Compared to Year Ended September 30, 2021

Operating revenues increased \$78.7 million, or 23%, to \$426.7 million in the year ended September 30, 2022 compared to \$348.0 million in the year ended September 30, 2021. Net operating revenues increased \$80.5 million, or 36%, to \$302.9 million in the year ended September 30, 2022 compared to \$222.4 million in the year ended September 30, 2021.

Operating revenues derived from FX / CFD contracts increased \$85.0 million, or 38%, to \$310.9 million, primarily as a result of a 32% increase in RPM and a 3% increase in FX/CFD contracts ADV compared to the year ended September 30, 2021. These increases were principally driven by heightened volatility which results in increased client trading activity and spread capture.

Operating revenues derived from securities transactions, which are related to our independent wealth management activities, declined \$0.6 million, or 1%, to \$97.0 million in the year ended September 30, 2022 compared to \$97.6 million in the year ended September 30, 2021.

Operating revenues derived from physical contracts declined \$6.5 million, or 32%, to \$13.9 million in the year ended September 30, 2022 compared to \$20.4 million in the year ended September 30, 2021, with the comparative prior year period reflecting a strong performance related to heightened client activity caused by the Covid-19 pandemic.

Interest and fee income earned on client balances increased \$0.7 million, or 58%, to \$1.9 million primarily as a result of an increase in short term interest rates.

Variable expenses, excluding interest, as a percentage of operating revenues were 34% in the year ended September 30, 2022 compared to 41% in the year ended September 30, 2021, with the decrease in the variable rate percentage being driven by the strong growth in operating revenues derived from FX/CFD contracts which has a lower variable rate cost base.

Segment income increased \$47.6 million, or 70%, to \$115.4 million in the year ended September 30, 2022 compared to \$67.8 million in the year ended September 30, 2021, primarily as a result of the increase in net operating revenues noted above, as well as a \$6.4 million foreign exchange antitrust class action settlement received in the year ended September 30, 2022 in our Retail forex business. Non-variable direct expenses increased \$34.7 million, or 25%, compared to the year ended September 30, 2021. The increase in non-variable direct expenses, was primarily a result of a \$14.9 million increase in selling and marketing expenses, a \$4.1 million increase in fixed compensation and benefits, a \$3.6 million increase depreciation and amortization, a \$2.5 million increase in trading systems and market information, a \$1.9 million increase in travel and business development and a \$1.4 million increase in professional fees.

Year Ended September 30, 2021 Compared to Year Ended September 30, 2020

Operating revenues increased \$208.0 million, or 149%, to \$348.0 million in the year ended September 30, 2021 compared to \$140.0 million in the year ended September 30, 2020. Net operating revenues increased \$158.6 million, or 249%, to \$222.4 million in the year ended September 30, 2021 compared to \$63.8 million in the year ended September 30, 2020.

Operating revenues derived from FX / CFD contracts increased \$183.0 million, or 427% to \$225.9 million, and represent the incremental revenues from the acquisition of Gain, effective August 1, 2020. For Gain, the year ended September 30, 2021 includes 259 trading days compared to 43 trading days post acquisition, during the year ended September 30, 2020.

Operating revenues derived from securities transactions relates to our independent wealth management activities which increased \$15.4 million, or 19%, to \$97.6 million in the year ended September 30, 2021 compared to \$82.2 million in the year ended September 30, 2020.

Operating revenues derived from physical contracts increased \$7.6 million, or 59%, to \$20.4 million in the year ended September 30, 2021 compared to \$12.8 million in the year ended September 30, 2020, principally driven by continued strong client demand for precious metals related to the Covid-19 pandemic.

Interest and fee income earned on client balances declined \$0.5 million, or 29%, to \$1.2 million primarily as a result of the decline in short term interest rates.

Variable expenses, excluding interest, as a percentage of operating revenues were 41% in the year ended September 30, 2021 compared to 57% in the year ended September 30, 2020, with the decrease in the variable rate percentage being driven by the Gain acquisition effective August 1, 2020, which brought a large lower variable rate cost base.

Segment income increased \$36.1 million, or 114% to \$67.8 million in the year ended September 30, 2021 compared to \$31.7 million in the year ended September 30, 2020, primarily as a result of the increase in net operating revenues noted above. The increase in non-variable direct expenses, was primarily a result of incremental costs from the Gain acquisition.

Global Payments

We provide customized payment, technology and treasury services to banks and commercial businesses as well as charities and non-governmental and government organizations. We provide transparent pricing and offer payments services in more than 185 countries and 140 currencies, which we believe is more than any other payments solutions provider.

The tables below present the financial performance, a disaggregation of operating revenues, and select operating data and metrics used by management in evaluating the performance of the Global Payments segment for the periods indicated.

(in millions)	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Revenues:					
Sales of physical commodities	\$ —	—	\$ —	—	\$ —
Principal gains, net	162.9	26%	128.8	16%	110.8
Commission and clearing fees	6.2	19%	5.2	27%	4.1
Consulting, management, account fees	2.8	(15)%	3.3	32%	2.5
Interest income	0.1	n/m	—	—%	—
Total revenues	172.0	25%	137.3	17%	117.4
Cost of sales of physical commodities	—	—%	—	—%	—
Operating revenues	172.0	25%	137.3	17%	117.4
Transaction-based clearing expenses	7.8	20%	6.5	27%	5.1
Introducing broker commissions	1.5	88%	0.8	14%	0.7
Interest expense	0.2	100%	0.1	—%	0.1
Net operating revenues	162.5	25%	129.9	17%	111.5
Variable compensation and benefits	31.3	19%	26.2	20%	21.9
Net contribution	131.2	27%	103.7	16%	89.6
Fixed compensation and benefits	18.9	29%	14.7	25%	11.8
Other fixed expenses	14.8	44%	10.3	12%	9.2
Bad debts	0.1	(50)%	0.2	n/m	—
Total non-variable direct expenses	33.8	34%	25.2	20%	21.0
Segment income	\$ 97.4	24%	\$ 78.5	14%	\$ 68.6

Operating Revenues (in millions):	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Payments	\$ 167.8	25%	\$ 133.8	17%	\$ 114.6
Other	4.2	20%	3.5	25%	2.8
	\$ 172.0	25%	\$ 137.3	17%	\$ 117.4

Select data (all \$ amounts are U.S. dollar equivalents):

Global Payments ADV (millions)	\$ 62	15%	\$ 54	20%	\$ 45
Global Payments RPM ⁽¹⁾	\$ 10,880	10%	\$ 9,921	(2)%	\$ 10,092

⁽¹⁾ Rate per million is based on principal gains, net and commission and clearing fees revenues and the ADV shown above.

For information about the assets of this segment, see Note 22 to the Consolidated Financial Statements.

Year Ended September 30, 2022 Compared to Year Ended September 30, 2021

Operating revenues increased \$34.7 million, or 25%, to \$172.0 million in the year ended September 30, 2022 compared to \$137.3 million in the year ended September 30, 2021. Net operating revenues increased \$32.6 million, or 25%, to \$162.5 million in the year ended September 30, 2022 compared to \$129.9 million in the year ended September 30, 2021.

The increase in operating revenues was primarily driven by a 15% increase in the average daily volume as well as a 10% increase in the RPM traded compared to the year ended September 30, 2021.

Variable expenses, excluding interest, expressed as a percentage of operating revenues were 24% in both the years ended September 30, 2022 and 2021.

Segment income increased \$18.9 million, or 24%, to \$97.4 million in the year ended September 30, 2022 compared to \$78.5 million in the year ended September 30, 2021. This increase primarily resulted from the increase in net operating revenues, partially offset by a \$8.6 million increase in non-variable direct expenses versus the prior year period, which includes a \$4.2

million increase in fixed compensation and benefits, a \$1.2 million increase in travel and business development and a \$0.7 million increase in non-trading technology and support.

Year Ended September 30, 2021 Compared to Year Ended September 30, 2020

Operating revenues increased \$19.9 million, or 17%, to \$137.3 million in the year ended September 30, 2021 compared to \$117.4 million in the year ended September 30, 2020. Net operating revenues increased \$18.4 million, or 17% to \$129.9 million in the year ended September 30, 2021 compared to \$111.5 million in the year ended September 30, 2020.

The increase in operating revenues was primarily driven by a 20% increase in the average daily volume which was partially offset by a 2% decline in the RPM traded.

Variable expenses, excluding interest, expressed as a percentage of operating revenues were 24% in both the year ended September 30, 2021 and the year ended September 30, 2020.

Segment income increased \$9.9 million, or 14%, to \$78.5 million in the year ended September 30, 2021 compared to \$68.6 million in the year ended September 30, 2020. This increase primarily resulted from the increase in net operating revenues, partially offset by a \$4.2 million increase in non-variable direct expenses versus the prior year period, which includes a \$2.9 million increase in fixed compensation and benefits.

Unallocated Costs and Expenses

The following table is a breakout of our unallocated costs and expenses from the total costs and expenses shown above. The unallocated costs and expenses include certain shared services such as information technology, accounting and treasury, credit and risk, legal and compliance, and human resources and other activities.

(in millions)	Year Ended September 30,				
	2022	% Change	2021	% Change	2020
Compensation and benefits:					
Variable compensation and benefits	\$ 59.5	58%	\$ 37.6	(7)%	\$ 40.5
Fixed compensation and benefits	119.2	—%	119.1	37%	86.8
	178.7	14%	156.7	23%	127.3
Other expenses:					
Occupancy and equipment rental	35.7	8%	33.1	41%	23.4
Non-trading technology and support	38.3	20%	31.8	43%	22.2
Professional fees	26.1	13%	23.0	5%	22.0
Depreciation and amortization	21.7	14%	19.0	15%	16.5
Communications	5.5	(15)%	6.5	5%	6.2
Selling and marketing	5.8	241%	1.7	(59)%	4.1
Trading systems and market information	4.6	10%	4.2	62%	2.6
Travel and business development	4.0	208%	1.3	(43)%	2.3
Other	18.6	(21)%	23.4	22%	19.2
	160.3	11%	144.0	22%	118.5
Total compensation and other expenses	\$ 339.0	13%	\$ 300.7	22%	\$ 245.8

Year Ended September 30, 2022 Compared to Year Ended September 30, 2021

Total unallocated costs and other expenses increased \$38.3 million, or 13%, to \$339.0 million in the year ended September 30, 2022 compared to \$300.7 million in the year ended September 30, 2021. Compensation and benefits increased \$22.0 million, or 14%, to \$178.7 million in the year ended September 30, 2022 compared to \$156.7 million in the year ended September 30, 2021.

During the year ended September 30, 2022, the increase in variable compensation and benefits was principally related to higher incentives driven by increased company performance over the prior year. Fixed compensation and benefits increased modestly during the year ended September 30, 2022, principally due to increased headcount, partially offset by lower severance costs. During the year ended September 30, 2022, severance costs were \$0.9 million. During the year ended September 30, 2021, severance costs were \$3.5 million, principally due to the departure of certain senior officers.

During the year ended September 30, 2022, the increase in non-trading technology and support is principally due to an increase in non-trading software licensing and maintenance costs within our IT department. During the year ended September 30, 2022, the increase in selling and marketing expenses is principally due to the costs of holding our bi-annual global sales and strategy meeting in March 2022. During the year ended September 30, 2022, the increase in travel and business development is principally due to increased travel among the support functions with the lifting of certain social distancing and travel restrictions, following periods of limited travel due to responses by governments and societies to the COVID-19 pandemic.

Year Ended September 30, 2021 Compared to Year Ended September 30, 2020

Total unallocated costs and other expenses increased \$54.9 million, or 22%, to \$300.7 million in the year ended September 30, 2021 compared to \$245.8 million in the year ended September 30, 2020. Compensation and benefits increased \$29.4 million, or 23%, to \$156.7 million in the year ended September 30, 2021 compared to \$127.3 million in the year ended September 30, 2020.

During the year ended September 30, 2021, the increase in fixed compensation and benefits was primarily related to the increase in headcount, principally due to the acquisition of Gain, across nearly all administrative departments, including IT, compliance, accounting, human resources, as well as credit and risk. Fixed compensation and benefits during the year ended September 30, 2021 include severance costs of \$3.5 million, principally due to the departure of certain senior officers. During the year ended September 30, 2020, severance costs were \$0.5 million.

During the year ended September 30, 2021, the increase in other expenses is primarily due higher occupancy costs, principally related to an increase in leased office space. Additionally, non-trading technology and support increased due to higher support and maintenance costs related to various IT, client engagement, accounting, and human resources systems.

Liquidity, Financial Condition and Capital Resources

Overview

Liquidity is our ability to generate sufficient funding to meet all of our cash needs. Liquidity is of critical importance to us and imperative to maintaining our operations on a daily basis. Senior management establishes liquidity and capital policies, which we monitor and review for funding from both internal and external sources. We continuously evaluate how effectively our policies support our business operations. We have historically financed our liquidity and capital needs principally with funds generated from our subsidiaries' operations, issuing debt and equity securities, and accessing committed credit facilities. We plan to finance our future operating liquidity and regulatory capital needs in a manner consistent with our past practice. Liquidity and capital matters are reported regularly to our Board of Directors.

Regulatory

StoneX Financial Inc. is registered as a broker-dealer with the SEC and is a member of both FINRA and MSRB. In addition, StoneX Financial Inc. is registered as a futures commission merchant with the CFTC and NFA, and a member of various commodities and futures exchanges in the U.S. and abroad. StoneX Financial Inc. has a responsibility to meet margin calls at all exchanges on a daily basis, and even on an intra-day basis, if deemed necessary by relevant regulators or exchanges. We require our clients to make margin deposits the next business day, and we require our largest clients to make intra-day margin payments during periods of significant price movement. Margin required to be posted to the exchanges is a function of our clients' net open positions and required margin per contract. StoneX Financial Inc. is subject to minimum capital requirements under Section 4(f)(b) of the Commodity Exchange Act, Part 1.17 of the rules and regulations of the CFTC and the SEC Uniform Net Capital Rule 15c3-1 under the Securities Exchange Act of 1934. StoneX Financial Inc. is also subject to the Rule 15c3-3 of the Securities Exchange Act of 1934, as amended ("Customer Protection Rule").

Gain Capital Group, LLC is registered as both a futures commission merchant and registered foreign exchange dealer, subject to minimum capital requirements under Section 4(f)(b) of the Commodity Exchange Act, Part 1.17 of the rules and regulations of the CFTC and NFA Financial Requirements, Sections 1 and 11.

StoneX Markets LLC is a CFTC provisionally registered swap dealer, whose business is overseen by the NFA. CFTC 23.154, Calculation of Initial Margin rules impose requirements on registered swap dealers and certain counterparties to exchange initial margin, with phased-in compliance dates, under which we fall in the final compliance date tier recently extended to September 2022. Additionally, the CFTC finalized the proposed net capital rules applicable to swap dealers on July 22, 2020, with the new rules effective October 6, 2021.

These rules specify the minimum amount of capital that must be available to support our clients' account balances and open trading positions, including the amount of assets that StoneX Financial Inc., Gain Capital Group, LLC and StoneX Markets LLC must maintain in relatively liquid form. Further, the rules are designed to maintain general financial integrity and liquidity.

StoneX Financial Ltd is regulated by the FCA, the regulator of the financial services industry in the U.K. and is subject to regulations which impose regulatory capital requirements. StoneX Financial Ltd is a member of various commodities and futures exchanges in the U.K. and Europe and has the responsibility to meet margin calls at all exchanges on a daily basis and intra-day basis, as necessary. StoneX Financial Ltd is required to be compliant with the U.K.'s 'MIFIDPRU' regulation. To comply with these standards, we have implemented daily liquidity procedures, conduct periodic reviews of liquidity by stressed scenarios, and are required to maintain enough liquidity for the firm to survive for one year under the appropriate stressed conditions.

The regulations discussed above limit funds available for dividends to us. As a result, we may be unable to access our operating subsidiaries' funds when we need them.

In our physical commodities trading, commercial hedging OTC, securities and foreign exchange trading activities, we may be required upon to meet margin calls with our various trading counterparties based upon the underlying open transactions we have in place with those counterparties.

We continuously review our overall credit and capital needs to ensure that our capital base, both stockholders' equity and debt, as well as available credit facilities can appropriately support the anticipated financing needs of our operating subsidiaries.

As of September 30, 2022, we had total equity of \$1,070.1 million, outstanding loans under revolving credit facilities of \$485.1 million and \$339.1 million outstanding on our senior secured notes, net of deferred financing costs.

A substantial portion of our assets are liquid. As of September 30, 2022, approximately 97% of our assets consisted of cash; securities purchased under agreements to resell; securities borrowed; deposits with and receivables from exchange-clearing organizations, broker-dealers, clearing organizations and counterparties; client receivables; marketable financial instruments and investments; and physical commodities inventory. All assets that are not client and counterparty deposit financed are financed by our equity capital, bank loans, short-term borrowings from financial instruments sold, not yet purchased and under repurchase agreements, securities loaned and other payables.

As of September 30, 2022, we had deferred tax assets totaling \$52.0 million. We are required to assess the need for deferred tax asset valuation allowances at each reporting period. We record a valuation allowance against deferred tax assets when it is considered more likely than not that we will not realize all or a portion of our deferred tax assets. The valuation allowance for deferred tax assets as of September 30, 2022 and 2021 was \$15.8 million and \$15.0 million, respectively. The valuation allowances as of September 30, 2022 and 2021 were primarily related to U.S. state and local, and foreign net operating loss carryforwards and foreign tax credits acquired through the merger with Gain that, in the judgment of management, are not more likely than not to be realized.

Client and Counterparty Credit and Liquidity Risk

Our operations expose us to credit risk of default of our clients and counterparties. The risk includes liquidity risk to the extent our clients or counterparties are unable to make timely payment of margin or other credit support. We are indirectly exposed to the financing and liquidity risks of our clients and counterparties, including the risks that our clients and counterparties may not be able to finance their operations.

As a clearing broker, we act on behalf of our clients for all trades consummated on exchanges. We must pay initial and variation margin to the exchanges, on a net basis, before we receive the required payments from our clients. Accordingly, we are responsible for our clients' obligations with respect to these transactions, which exposes us to significant credit risk. Our clients are required to make any margin deposits the next business day, and we require our largest clients to make intra-day margin payments during periods of significant price movement. Our clients are obligated to maintain initial margin requirements at the level set by the respective exchanges, but we have the ability to increase margin requirements for clients based on their open positions, trading activity, or market conditions.

As it relates to OTC derivative transactions, we act as a principal, which exposes us to the credit risk of both our clients and the counterparties with which we offset our client positions. As with exchange-traded transactions, our OTC transactions require that we meet initial and variation margin payments on behalf of our clients before we receive related required payments from our clients. OTC clients are required to post sufficient collateral to meet margin requirements based on value-at-risk models as

well as variation margin requirements based on the price movement of the commodity or security in which they transact. Our clients are required to make any margin deposits the next business day, and we may require our largest clients to make intra-day margin payments during periods of significant price movement. In this business as well, we have the ability to increase the margin requirements for clients based on their open positions, trading activity, or market conditions. On a limited basis, we provide credit thresholds to certain clients, based on internal evaluations and monitoring of client creditworthiness.

In addition, with OTC transactions, we are at risk that a counterparty will fail to meet its obligations to us when due. We would then be exposed to the risk that the settlement of a transaction which is due a client will not be collected from the respective counterparty with which the transaction was offset. We continuously monitor the credit quality of our respective counterparties and mark our positions held with each counterparty to market on a daily basis.

We enter into securities purchased under agreements to resell, securities sold under agreements to repurchase, securities borrowed and securities loaned transactions to, among other things, finance financial instruments, acquire securities to cover short positions, acquire securities for settlement, and to accommodate counterparties' needs. In connection with these agreements and transactions, it is our policy to receive or pledge cash or securities to adequately collateralize such agreements and transactions in accordance with general industry guidelines and practices. The collateral is valued daily and we may require counterparties to deposit additional collateral or return collateral pledged, when appropriate.

OptionSellers

In November 2018, balances in approximately 300 accounts of the FCM division of our wholly owned subsidiary, StoneX Financial Inc., declined below required maintenance margin levels and into deficit balances, primarily as a result of significant and unexpected price fluctuations in the natural gas markets. All positions in these accounts, which were managed by OptionSellers.com Inc. ("OptionSellers"), an independent Commodity Trading Advisor ("CTA"), were liquidated in accordance with StoneX Financial Inc.'s client agreements and obligations under market regulation standards. OptionSellers, in its role as a CTA, had been granted by each of its clients full discretionary authority to manage the trading in the client accounts, while StoneX Financial Inc. acted solely as the clearing firm in its role as the FCM.

StoneX Financial Inc.'s client agreements hold account owners liable for all losses in their accounts and obligate the account holders to reimburse StoneX Financial Inc. for any account deficits in their accounts. As of September 30, 2022, the receivable from these client accounts, net of collections and other allowable deductions was \$25.9 million, with no individual account receivable exceeding \$1.4 million. As of September 30, 2022, the allowance against these uncollected balances was \$7.6 million. The Company is pursuing collection of the uncollected balances through arbitration proceedings against the account holders. The Company will consider developments in these proceedings, and any other relevant matters, in determining whether any changes in the allowance against the uncollected balances are required.

In these and other arbitration proceedings, clients are seeking damages from StoneX Financial Inc. relating to the trading losses in their accounts.

During the year ended September 30, 2022, we resolved several of these arbitration claims through arbitration decisions and privately negotiated settlements. All of the arbitration panels that issued decisions during the year awarded StoneX Financial Inc. the full amount of the uncollected balances. A portion of the panels also awarded relief to account holders. The amount of relief awarded was not material to us, individually or in the aggregate. As noted, several of the arbitrations were resolved through privately negotiated settlement, pursuant to which the account holders agreed to pay some or all of their outstanding deficit balances. In October 2022, we reached an additional privately negotiated settlement of an arbitration proceeding, pursuant to which the accounts holders agreed to pay all of their outstanding deficit balances and we made certain immaterial payments to the account holders. We intend to continue vigorously pursuing claims through arbitration and settling cases in what we determine to be appropriate circumstances. The ultimate outcome of remaining arbitrations cannot presently be determined.

Depending on future collections and the outcomes of arbitration proceedings, any provisions for bad debts and actual losses may or may not be material to our financial results. However, we believe that the likelihood of a material adverse outcome is remote, and do not believe that any potential losses related to this matter would impact our ability to comply with our ongoing liquidity, capital, and regulatory requirements.

Primary Sources and Uses of Cash

Our cash and cash equivalents and client cash and securities held for clients are held at banks, deposits at liquidity providers, investments in money market funds that invest in highly liquid investment grade securities including U.S. treasury bills, as well as investments in U.S treasury bills. In general, we believe all of our investments and deposits are of high credit quality and we have more than adequate liquidity to conduct our businesses.

Our assets and liabilities may vary significantly from period to period due to changing client requirements, economic and market conditions and our growth. Our total assets as of September 30, 2022 and 2021, were \$19.9 billion and \$18.8 billion, respectively. Our operating activities generate or utilize cash as a result of net income or loss earned or incurred during each

period and fluctuations in our assets and liabilities. The most significant fluctuations arise from changes in the level of client activity, commodities prices and changes in the balances of financial instruments and commodities inventory. StoneX Financial Inc. and StoneX Financial Ltd occasionally utilize their margin line credit facilities, on a short-term basis, to meet intraday settlements with the commodity exchanges prior to collecting margin funds from their clients.

The majority of the assets of StoneX Financial Inc., StoneX Financial Ltd, StoneX Markets LLC, and Gain Capital Group, LLC are restricted from being transferred to us or other affiliates due to specific regulatory requirements. This restriction has no current impact on our ability to meet our cash obligations, and no such impact is expected in the future.

We have liquidity and funding policies and processes in place that are intended to maintain sufficient flexibility to address both company-specific and industry liquidity needs. The majority of our excess funds is held with high-quality institutions, under highly liquid reverse repurchase agreements, U.S. government obligations, interest earning cash deposits and AA-rated money market investments.

We do not intend to distribute earnings of our foreign subsidiaries in a taxable manner, and therefore intend to limit distributions to earnings previously taxed in the U.S., or earnings that would qualify for the 100 percent dividends received deduction, and earnings that would not result in any significant foreign taxes. We repatriated \$29.7 million and \$300.6 million for the fiscal year ended September 30, 2022 and 2021, respectively, of earnings previously taxed in the U.S. resulting in no significant incremental taxes. Therefore, the Company has not recognized a deferred tax liability on its investment in foreign subsidiaries.

Senior Secured Notes

In June 2020, we issued \$350.0 million in aggregate principal amount of our 8.625% Senior Secured Notes due 2025 (the “Notes”) at the offering price of 98.5% of the aggregate principal amount. We used the net proceeds from the sale of the Notes to fund the preliminary cash consideration for the acquisition of Gain, to pay certain related transactions fees and expenses, and to fund the repayment of Gain’s 5.00% Convertible Senior Notes due 2022, with the exception of \$0.5 million which was redeemed in August 2022.

The Senior Secured Notes are fully and unconditionally guaranteed, jointly and severally, on a senior second lien secured basis, by certain subsidiaries of the Company that guarantee the Company’s senior committed credit facility and by Gain and certain of its domestic subsidiaries.

The Notes will mature on June 15, 2025. Interest on the Notes accrues at a rate of 8.625% per annum and is payable semiannually in arrears on June 15 and December 15 of each year. We incurred debt issuance costs of \$9.5 million in connection with the issuance of the Notes, which are being amortized over the term of the Notes under the effective interest method.

During the year ended September 30, 2021, we repurchased \$1.6 million of the principal amount of the Notes, for 103% of the principal amount, plus accrued and unpaid interest.

We have had the right, since June 15, 2022, to redeem the Notes, in whole or in part, at the redemption prices set forth in the indenture.

Committed Credit Facilities

As of September 30, 2022, we had four committed bank credit facilities, totaling \$1,000.0 million, of which \$477.0 million was outstanding. Additional information regarding our bank credit facilities can be found in Note 11 of the Consolidated Financial Statements. The credit facilities include:

- A three-year first-lien senior secured syndicated loan facility is available to us for general working capital requirements and capital expenditures. The facility was amended on April 21, 2022 to replace the revolving credit facility and Term Loan A facility with a \$475.0 million revolving credit facility and extend the maturity date to April 21, 2025. The amended facility includes interest at the Secured Overnight Financing Rate (“SOFR”) plus a spread and is secured by substantially all of our subsidiaries assets. Prior to the amendment, the Company was required to make quarterly principal payments against the Term Loan equal to 1.25% of the original balance. During the year ended September 30, 2022, prior to its replacement, the Company made scheduled quarterly principal payments against the Term Loan equal to \$4.9 million.
- An unsecured committed line of credit until March 31, 2023, under which \$75.0 million is available to our wholly owned subsidiary, StoneX Financial Inc. to provide short term funding of margin to commodity exchanges as necessary.
- A syndicated committed borrowing facility is available to our wholly owned subsidiary, StoneX Commodity Solutions LLC (“StoneX Commodity Solutions”) to finance commodity financing arrangements and commodity repurchase

agreements. The facility was amended on July 28, 2022 to increase the amount available from \$325.0 million to \$400.0 million and extend the maturity date to July 28, 2024.

- An unsecured syndicated loan facility, under which our subsidiary, StoneX Financial Ltd is entitled to borrow up to \$50.0 million, subject to certain terms and conditions of the credit agreement. This facility is intended to provide short-term funding of margin to commodity exchanges as necessary. During November 2022, the facility was renewed to extend the maturity date to October 14, 2023.

Additional information regarding the committed bank credit facilities can be found in Note 11 of the Consolidated Financial Statements. As reflected above, one of our committed credit facilities is scheduled to expire during the year ending September 30, 2023. We intend to renew or replace this facility as it expires, and based on our liquidity position and capital structure, we believe we will be able to do so.

As of September 30, 2022, we had four uncommitted bank credit facilities with no outstanding balance. The credit facilities include:

- A secured uncommitted loan facility under which StoneX Financial Inc. may borrow up to \$75.0 million, collateralized by commodity warehouse receipts, to facilitate U.S. commodity exchange deliveries of its clients, subject to certain terms and conditions of the credit agreement. There were no borrowings outstanding under this credit facility at September 30, 2022 and 2021.
- A secured uncommitted loan facility under which StoneX Financial Inc. may borrow up to \$100.0 million for short term funding of firm and client margin requirements, subject to certain terms and conditions of the agreement. The borrowings are secured by first liens on firm owned marketable securities or client owned securities which have been pledged to us under a clearing arrangement. There were no borrowings outstanding under this credit facility at September 30, 2022 and 2021.
- A secured uncommitted loan facility under which StoneX Financial Inc. may borrow for short term funding of proprietary and client securities margin requirements, subject to certain terms and conditions of the agreement. The uncommitted amount available to be borrowed is not specified, and all requests for borrowing are subject to the sole discretion of the lender. The borrowings are secured by first liens on firm owned marketable securities or client owned securities which have been pledged to us. The amounts borrowed under the facilities are payable on demand. There were no borrowings outstanding under this credit facility as of September 30, 2022 and 2021.
- During the year ended September 30, 2022, we executed a secured, uncommitted loan facility, under which StoneX Financial Ltd may borrow up to \$45.0 million, collateralized by commodities warehouse receipts, to facilitate the financing of inventory of commodities, subject to certain terms and conditions of the credit agreement. There were \$0.0 million and \$25.0 million in borrowings outstanding under this credit facility as of September 30, 2022 and 2021, respectively.

Our facility agreements contain certain financial covenants relating to financial measures on a consolidated basis, as well as on a stand-alone subsidiary basis, in certain cases, including minimum tangible net worth, minimum regulatory capital, minimum net unencumbered liquid assets, maximum net loss, minimum fixed charge coverage ratio and maximum funded debt to net worth ratio. Failure to comply with any such covenants could result in the debt becoming payable on demand. As of September 30, 2022, we and our subsidiaries are in compliance with all of our financial covenants under the outstanding facilities.

In accordance with required disclosure as part of our three-year syndicated revolving loan facility, during the trailing twelve months ended September 30, 2022, interest expense directly attributable to trading activities includes \$62.3 million in connection with trading activities conducted as an institutional dealer in fixed income securities, and \$23.0 million in connection with securities lending activities.

Other Capital Considerations

Our activities are subject to various significant governmental regulations and capital adequacy requirements, both in the U.S. and in the international jurisdictions in which we operate. Our subsidiaries are in compliance with all of their capital regulatory requirements as of September 30, 2022. Additional information on our subsidiaries subject to significant net capital and minimum net capital requirements can be found in Note 21 of the Consolidated Financial Statements.

Our subsidiary, StoneX Markets LLC, is a CFTC provisionally registered swap dealer, and under these capital rules is subject to a minimum regulatory capital requirement of \$20.0 million for the first time during the year ended September 30, 2022. The Dodd-Frank Act created a regulatory regime governing OTC swaps and imposed further regulations on listed derivatives. During 2016, CFTC 23.154, Calculation of Initial Margin rules came into effect, imposing new requirements on registered

swap dealers and certain counterparties to exchange initial margin, with phased-in compliance dates, with StoneX Markets LLC falling in the final compliance date tier of September 2022.

Compliance with this or other swap-related regulatory capital requirements may require us to devote more capital to these businesses or otherwise restructure our operations, such as by combining these businesses with other regulated subsidiaries that must also satisfy regulatory capital requirements. StoneX Markets LLC has faced, and may continue to face, increased costs due to the registration and regulatory requirements listed above, as may any other of our subsidiaries that may be required to register, or may register voluntarily, as a swap dealer and/or swap execution facility.

Cash Flows

We include client cash and securities that meet the short term requirement for cash classification to be segregated for regulatory purposes in our consolidated cash flow statements. We hold a significant amount of U.S. Treasury obligations which represent investment of client funds or client-owned investments pledged in lieu of cash margin. U.S. Treasury securities held with third-party banks or pledged with exchange-clearing organizations representing investments of client funds or which are held for particular clients in lieu of cash margin are included in the beginning and ending cash balances reconciled on our consolidated statements of cash flows to the extent that they have an original or acquired maturity of 90 days or less and, therefore, meet the definition of a segregated cash equivalent. Purchases and sales of U.S. Treasury securities representing investment of clients' funds and U.S. Treasury securities pledged or redeemed by particular clients in lieu of cash margin are presented as operating uses and sources of cash, respectively, within the operating section of the consolidated statements of cash flows if they have an original or acquired maturity of greater than 90 days. Typically, there is an offsetting use or source of cash related to the change in the payables to clients. However, we will report a use of cash in periods where segregated U.S. Treasury securities that meet the aforementioned definition of a segregated cash equivalent mature and are replaced with U.S. Treasury securities that have original or acquired maturities that are greater than 90 days.

Our cash, segregated cash, cash equivalents, and segregated cash equivalents decreased from \$6,509.5 million as of September 30, 2021 to \$6,285.1 million as of September 30, 2022, a net decrease of \$224.4 million. Net cash of \$229.5 million was used by operating activities, including movements typical of our operations, with large changes coming from payables to clients, funds with broker dealers and clearing organizations, as well as securities sold.

In the broker-dealer and related trading industries, companies report trading activities in the operating section of the statement of cash flows. Due to the daily price volatility in the commodities market, as well as changes in margin requirements, fluctuations in the balances of deposits held at various exchanges, marketable securities and client commodity accounts may occur from day-to-day. A use of cash, as calculated on the consolidated statement of cash flows, includes unrestricted cash transferred and pledged to the exchanges or guaranty funds. These funds are held in interest-bearing deposit accounts at the exchanges, and based on daily exchange requirements, may be withdrawn and returned to unrestricted cash. Additionally, within our unregulated OTC and foreign exchange operations, cash deposits received from clients are reflected as cash provided from operations. Subsequent transfer of these cash deposits to counterparties or exchanges to margin their open positions will be reflected as an operating use of cash to the extent the transfer occurs in a different period than the cash deposit was received.

Unrealized gains and losses on open positions revalued at prevailing foreign currency exchange rates are included in trading revenue but have no direct impact on cash flow from operations. Similarly, gains and losses become realized when client transactions are liquidated, though they do not affect cash flow. To some extent, the amount of net deposits made by our clients in any given period is influenced by the impact of gains and losses on our client balances, such that clients may be required to post additional funds to maintain open positions or may choose to withdraw excess funds on open positions.

We continuously evaluate opportunities to expand our business. Investing activities include \$49.5 million in capital expenditures for property and equipment during the year ended September 30, 2022 compared to \$62.1 million during the year ended September 30, 2021 and \$16.6 million during the year ended September 30, 2020. Capital expenditures over the past three years have primarily included software development, core information technology hardware acquisitions, and leasehold improvements on office space.

Investing activities also include \$0.2 million in cash payments for the acquisition of businesses during the year ended September 30, 2022 compared to \$2.4 million during the year ended September 30, 2021 and \$225.0 million during the year ended September 30, 2020. Further information about business acquisitions is contained in Note 20 to the Consolidated Financial Statements. These amounts were offset by smaller inflows related to sales of equipment and exchange membership stock, mainly in the year ended September 30, 2021.

Financing activities included \$170.3 million outflow to settle secured term loans, more than offset by inflows related to our revolving lines of credit, primarily, of \$211.5 million. Other inflows arose from stock option exercises and proceeds from greater than 90 day maturity loans, offset by various payments and repayments of loans with greater than 90 day maturities. We did not repurchase any of our outstanding common stock during the year ended September 30, 2022.

On August 23, 2022, our Board of Directors authorized the repurchase of up to 1.0 million shares of our outstanding common stock in open market purchases and private transactions, commencing on October 1, 2022 and ending on September 30, 2023. The repurchases are subject to the discretion of the senior management team to implement our stock repurchase plan, and subject to market conditions and as permitted by securities laws and other legal, regulatory and contractual requirements and covenants.

Apart from what has been disclosed above, there are no known trends, events or uncertainties that have had or are likely to have a material impact on our liquidity, financial condition and capital resources.

Contractual Obligations

The following table summarizes our cash payment obligations as of September 30, 2022:

(in millions)	Total	Payments Due by Period			
		Less than 1 year	1 - 3 Years	3 - 5 Years	After 5 Years
Operating lease obligations	\$ 179.7	\$ 17.2	\$ 32.8	\$ 31.9	\$ 97.8
Purchase obligations ⁽¹⁾	7,560.8	7,560.8	—	—	—
Payable to lenders under loans	485.1	0.6	478.1	6.4	—
Senior secured borrowings	347.9	—	347.9	—	—
Other	65.2	16.7	23.6	14.3	10.6
	<u>\$ 8,638.7</u>	<u>\$ 7,595.3</u>	<u>\$ 882.4</u>	<u>\$ 52.6</u>	<u>\$ 108.4</u>

(1) Represents an estimate of contractual purchase commitments in the ordinary course of business primarily for the purchase of precious metals and agricultural and energy commodities. Unpriced contract commitments have been estimated using September 30, 2022 fair values. The purchase commitments for less than one year will be partially offset by corresponding sales commitments of \$8,253.9 million.

Total contractual obligations exclude defined benefit pension obligations. We comply with the minimum funding requirements, and accordingly contributed \$0.1 million to our defined benefit pension plans during the year ended September 30, 2022. During the year ending September 30, 2023, we anticipate making future benefit payments of \$2.1 million related to the defined benefit plans. Additional information on the funded status of these plans can be found in Note 17 of the Consolidated Financial Statements.

Based upon our current operations, we believe that cash flow from operations, available cash and available borrowings under our credit facilities will be adequate to meet our future liquidity needs.

Off Balance Sheet Arrangements

We are party to certain financial instruments with off-balance sheet risk in the normal course of business as a registered securities broker-dealer, futures commission merchant, U.K. based financial services firm, provisionally registered swap dealer and from our market-making and proprietary trading in the foreign exchange and commodities and debt securities markets. These financial instruments include futures, forward and foreign exchange contracts, exchange-traded and OTC options, To Be Announced (“TBA”) securities and interest rate swaps. Derivative financial instruments involve varying degrees of off-balance sheet market risk whereby changes in the fair values of underlying financial instruments may result in changes in the fair value of the financial instruments in excess of the amounts reflected in the Consolidated Balance Sheets. Exposure to market risk is influenced by a number of factors, including the relationships between the financial instruments and our positions, as well as the volatility and liquidity in the markets in which the financial instruments are traded. The principal risk components of financial instruments include, among other things, interest rate volatility, the duration of the underlying instruments and changes in commodity pricing and foreign exchange rates. We attempt to manage our exposure to market risk through various techniques. Aggregate market limits have been established and market risk measures are routinely monitored against these limits. Derivative contracts are traded along with cash transactions because of the integrated nature of the markets for such products. We manage the risks associated with derivatives on an aggregate basis along with the risks associated with our proprietary trading and market-making activities in cash instruments as part of our firm-wide risk management policies.

A significant portion of these instruments are primarily the execution of orders for commodity futures and options on futures contracts on behalf of our clients, substantially all of which are transacted on a margin basis. Such transactions may expose us to significant credit risk in the event margin requirements are not sufficient to fully cover losses which clients may incur. We control the risks associated with these transactions by requiring clients to maintain margin deposits in compliance with both clearing organization requirements and internal guidelines. We monitor required margin levels daily and, therefore, may require clients to deposit additional collateral or reduce positions when necessary. We also establish contract limits for clients, which are monitored daily. We evaluate each client’s creditworthiness on a case-by-case basis. Clearing, financing, and settlement activities may require us to maintain funds with or pledge securities as collateral with other financial institutions. Generally, these exposures to exchanges are subject to netting of open positions and collateral, while exposures to clients are subject to

netting, per the terms of the client agreements, which reduce the exposure to us by permitting receivables and payables with such clients to be offset in the event of a client default. Management believes that the margin deposits held are adequate to minimize the risk of material loss that could be created by positions held at that time. Additionally, we monitor collateral fair value on a daily basis and adjust collateral levels in the event of excess market exposure. Generally, these exposures to both counterparties and clients are subject to master netting agreements and the terms of the client agreements, which reduce our exposure.

As a broker-dealer in U.S. Treasury obligations, U.S. government agency obligations, agency mortgage-backed obligations, and asset-backed obligations, we are engaged in various securities trading, borrowing and lending activities serving solely institutional counterparties. Our exposure to credit risk associated with the nonperformance of counterparties in fulfilling their contractual obligations pursuant to these securities transactions and market risk associated with the sale of securities not yet purchased can be directly impacted by volatile trading markets which may impair their ability to satisfy outstanding obligations to us. In the event of non-performance and unfavorable market price movements, we may be required to purchase or sell financial instruments, which may result in a loss to us.

We transact OTC and foreign exchange contracts with our clients, and our OTC and foreign exchange trade desks will generally offset the client's transaction simultaneously with one of our trading counterparties or will offset that transaction with a similar, but not identical, position on the exchange. These unmatched transactions are intended to be short-term in nature and are conducted to facilitate the most effective transaction for our client.

Additionally, we hold options and futures on options contracts resulting from market-making and proprietary trading activities in these product lines. We assist clients in our commodities trading business to protect the value of their future production (precious or base metals) by selling them put options on an OTC basis. We also provide our physical commodities trading business clients with sophisticated option products, including combinations of buying and selling puts and calls. We mitigate our risk by effecting offsetting options with market counterparties or through the purchase or sale of exchange-traded commodities futures. The risk mitigation of offsetting options is not within the documented hedging designation requirements of the Derivatives and Hedging Topic of the ASC.

As part of the activities discussed above, we carry short positions. We sell financial instruments that we do not own, borrow the financial instruments to make good delivery, and therefore are obliged to purchase such financial instruments at a future date in order to return the borrowed financial instruments. We record these obligations in the consolidated financial statements as of September 30, 2022 and 2021, at fair value of the related financial instruments, totaling \$2,469.6 million and \$1,771.2 million, respectively. These positions are held to offset the risks related to financial assets owned, and reported in our Consolidated Balance Sheets in *Financial instruments owned, at fair value*, and *Physical commodities inventory, net*. We will incur losses if the fair value of the *Financial instruments sold, not yet purchased*, increases subsequent to September 30, 2022, which might be partially or wholly offset by gains in the value of assets held as of September 30, 2022. The totals of \$2,469.6 million and \$1,771.2 million include a net liability of \$384.0 million and \$368.5 million for derivatives, based on their fair value as of September 30, 2022 and 2021, respectively.

We do not anticipate non-performance by counterparties in the above situations. We have a policy of reviewing the credit standing of each counterparty with which we conduct business. We have credit guidelines that limit our current and potential credit exposure to any one counterparty. We administer limits, monitor credit exposure, and periodically review the financial soundness of counterparties. We manage the credit exposure relating to our trading activities in various ways, including entering into collateral arrangements and limiting the duration of exposure. Risk is mitigated in certain cases by closing out transactions and entering into risk reducing transactions.

We are a member of various exchanges that trade and clear futures and option contracts. We are also a member of and provide guaranties to securities clearinghouses and exchanges in connection with client trading activities. Associated with our memberships, we may be required to pay a proportionate share of the financial obligations of another member who may default on its obligations to the exchanges. While the rules governing different exchange memberships vary, in general our guaranty obligations would arise only if the exchange had previously exhausted its resources. In addition, any such guaranty obligation would be apportioned among the other non-defaulting members of the exchange. Our liability under these arrangements is not quantifiable and could exceed the cash and securities we have posted as collateral at the exchanges. However, management believes that the potential for us to be required to make payments under these arrangements is remote. Accordingly, no contingent liability for these arrangements has been recorded in the Consolidated Balance Sheets as of September 30, 2022 and 2021.

Effects of Inflation

Increases in our expenses, such as compensation and benefits, transaction-based clearing expenses, occupancy and equipment rental, may result from inflation, while we may not be readily recoverable from increasing the prices of our services. Rising

interest rates are generally favorable for us, to the extent that inflation has other adverse effects on the financial markets and on the value of the financial instruments held in inventory, it may adversely affect our financial position and results of operations.

Critical Accounting Policies

Preparing consolidated financial statements in conformity with U.S. GAAP requires that management make estimates and assumptions affecting reported amounts of assets and liabilities, disclosure of contingent liabilities at the date of the financial statements, as well as the recorded amounts of revenue and expenses during the reported period. The accounting policies discussed in this section are those that we consider the most critical to the financial statements. Therefore, understanding these policies is important to understanding our reported and potential future results of operations and financial position.

Valuation of Financial Instruments and Foreign Currencies

Description

Substantially all financial instruments are reflected in the consolidated financial statements at fair value, or amounts that approximate fair value due to their short-term nature or level of collateralization. These financial instruments include: cash and cash equivalents; cash, securities and other assets segregated under federal and other regulations; securities purchased under agreements to resell; securities borrowed; deposits with and receivables from broker-dealers, clearing organizations, and counterparties; financial instruments owned; securities sold under agreements to repurchase; securities loaned; and financial instruments sold, but not yet purchased. Unrealized gains and losses related to these financial instruments, when we are principal to the transaction, are reflected in earnings.

Foreign currency translation is an estimate critical to consolidating in our reporting currency. The value of certain assets and liabilities denominated in foreign currencies, including foreign currencies sold, not yet purchased, are converted into their U.S. dollar equivalents at the foreign exchange rates in effect at the close of business at the end of the accounting period. For foreign currency transactions completed during each reporting period, the foreign exchange rate in effect at the time of the transaction is used before translation into U.S. dollar equivalent for consolidated reporting.

Judgment and Uncertainties

At each period end, we, using professional judgment and industry expertise, select fair values for financial instruments. Where available, we price from independent sources such as listed market prices, third-party pricing services, or broker or dealer price quotations. In limited cases, we use fair values derived from pricing models that consider current market and contractual prices for the underlying financial instruments or commodities, as well as time value and yield curve or volatility factors underlying the positions. In some cases, even though the value of a security is derived from an independent market price, or broker or dealer quote, certain assumptions may be required to determine the fair value.

Effect if Actual Results Differ From Assumptions

Our valuation assumptions may be incorrect, and the actual value realized upon closing any position could be different from estimated carrying value, because of changes in prices, assumptions, or the overall business environment. We do not believe that there is a reasonable likelihood that such a possibility will be significant. This view is supported by a few key factors:

- Valuations for substantially all of the financial instruments, most of which are in highly liquid markets, are available from independent, well-known publishers of market information.
- We have robust controls and procedures surrounding pricing and our various technologies involved in it.
- The relevant positions are generally short-term in nature.
- The Company holds positions in a wide range of products, such that an error in a limited number of prices is unlikely to cause a significant change to the overall result and pricing issues in a wide array of products is very unlikely.

Revenue Recognition

Description

A significant portion of our revenues are derived principally, from realized and unrealized trading income in securities, derivative instruments, commodities and foreign currencies purchased or sold for our account. We record realized and unrealized trading income on a trade date basis. We state financial instruments owned and financial instruments sold, not yet purchased and foreign currencies sold, not yet purchased, at fair value with related changes in unrealized appreciation or depreciation reflected in *Principal gains, net* in the Consolidated Income Statements. We record fee and interest income on the accrual basis and dividend income is recognized on the ex-dividend date.

A substantial amount of our revenues derive from *Commission and clearing fees*. These revenue types involve less complexity than *Principal gains, net* would, as, generally, we are an agent in the underlying transactions. We recognize revenues on a trade date basis for the transactions, as, typically, our obligation is met at that point and there are no future obligations to consider.

We recognize revenue on commodities that are purchased for physical delivery to clients when we meet our obligations to our clients and in an amount equal to the consideration we expect to receive at that point in time.

Judgment and Uncertainties

Judgments, outside of the valuation considerations previously discussed, relate to the timing and appropriateness of revenue recognition and whether we have fulfilled our performance obligations.

Effect if Actual Results Differ From Assumptions

If we misapply the relevant guidance or incorrectly recognize revenue that we have not earned, earnings may be misstated. We do not believe that such a possibility is reasonably likely, because we have developed systems and controls for each of our businesses to capture all known transactions in the appropriate reporting period. In addition, the overwhelming majority of our revenue is recognized upon trade consummation, as we satisfy our performance obligations, and we do not need to estimate when that may have occurred.

Income Taxes

Description

We are subject to income taxes in the U.S. and numerous foreign jurisdictions.

Judgment and Uncertainties

Judgment is required in determining the consolidated income taxes and in evaluating tax positions, including evaluating income tax uncertainties. As a result, the company recognizes tax liabilities based on estimates of whether additional taxes and interest will be due. We do not currently have any uncertain tax positions.

Income taxes are accounted for under the asset and liability method, recognizing the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled, with any change in tax rates recognized in income in the period that includes the enactment date. Management considers all relevant evidence for each jurisdiction to determine valuation allowances. If we change our determination as to the amount of deferred tax assets we expect to realize, we adjust our valuation allowance with a corresponding impact to income tax expense in the period in which such determination is made.

Effect if Actual Results Differ From Assumptions

We believe that our accruals for tax liabilities are adequate for all open audit years. This assessment relies on estimates and assumptions and may involve a series of judgments about future events. To the extent circumstances arise requiring us to change our judgment regarding the adequacy of existing tax accounts, we do not believe such a change is likely to be material to our financial statements. The tax accounts in total are relatively immaterial to the balance sheet, which, when combined with their likelihood of being misstated, particularly our valuation allowances given our positive earnings trend in recent years, results in a generally insignificant risk to us.

Accounting Standards Update

In October 2021, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2021-08, “Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers” (“ASU 2021-08”). ASU 2021-08 requires an acquirer in a business combination to recognize and measure contract assets and contract liabilities from acquired contracts using the revenue recognition guidance under Accounting Standards Codification Topic 606, Revenue from Contracts with Customers, in order recognize contract liabilities in alignment with the definition of performance obligations. The standard is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, which means that it will be effective for our fiscal year beginning October 1, 2023. Early adoption is permitted. We do not believe that adoption of ASU 2021-08 will have a significant impact on our consolidated financial statements. We do not expect any other recently issued accounting pronouncements to have a significant effect on our financial statements.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

See also Note 4 to the Consolidated Financial Statements, 'Financial Instruments with Off-Balance Sheet Risk and Concentrations of Credit Risk'.

Market Risk

We conduct our market-making and trading activities predominantly as a principal, which subjects our capital to significant risks. These risks include, but are not limited to, absolute and relative price movements, price volatility and changes in liquidity, over which we have virtually no control. Our exposure to market risk varies in accordance with the volume of client-driven market-making transactions, the size of the proprietary positions and the volatility of the financial instruments traded.

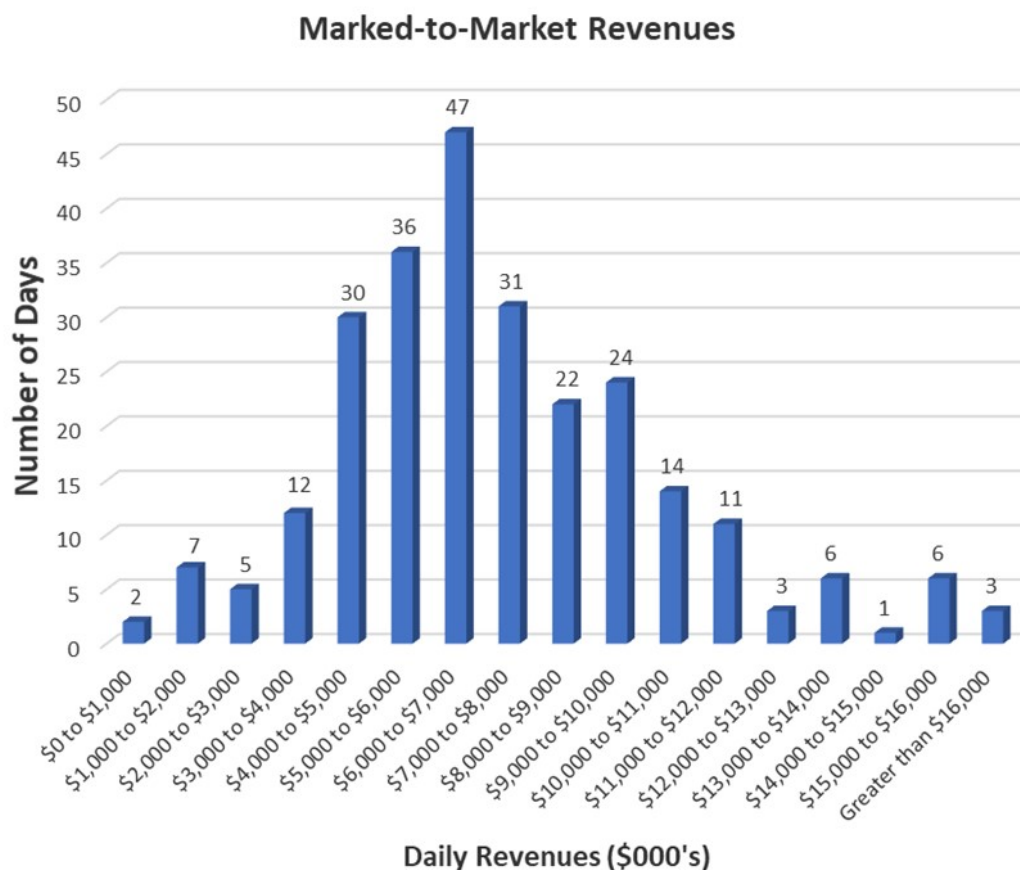
We seek to mitigate exposure to market risk by utilizing a variety of qualitative and quantitative techniques:

- Diversification of business activities and instruments;
- Limitations on positions;
- Allocation of capital and limits based on estimated weighted risks; and
- Daily monitoring of positions and mark-to-market profitability.

We utilize derivative products in a trading capacity as a dealer to satisfy client needs and mitigate risk. We manage risks from both derivatives and non-derivative cash instruments on a consolidated basis. The risks of derivatives should not be viewed in isolation, but in aggregate with our other trading activities.

We are exposed to market risk in connection with our retail trading activities. Because we act as counterparty to our retail clients' transactions, we are exposed to risk on each trade that the value of our position will decline. Accordingly, accurate and efficient management of our net exposure is a high priority, and we have developed policies addressing both our automated and manual procedures to manage our exposure. These risk-management policies and procedures are established and reviewed regularly by the Risk Committee of our Board of Directors. Our risk-management policies require quantitative analyses by instrument, as well as assessment of a range of market inputs, including trade size, dealing rate, client margin and market liquidity. Our risk-management procedures require our team of senior traders to monitor risk exposure on a continuous basis and update senior management both informally over the course of the trading day and formally through intraday and end of day reporting. A key component of our approach to managing market risk is that we do not initiate market positions for our own account in anticipation of future movements in the relative prices of products we offer.

Management believes that the volatility of revenues is a key indicator of the effectiveness of its risk management techniques. The graph below summarizes volatility of our daily revenue, determined on a marked-to-market basis, during the year ended September 30, 2022.



In our Securities market-making and trading activities, we maintain inventories of equity and debt securities. In our Commercial segment, our positions include physical commodities inventories, precious metals on lease, forwards, futures and options on futures, and OTC derivatives. Our commodity trading activities are managed as one consolidated book for each commodity encompassing both cash positions and derivative instruments. We monitor the aggregate position for each commodity in equivalent physical ounces, metric tons, or other relevant unit.

Interest Rate Risk

In the ordinary course of our operations, we have interest rate risk from the possibility that changes in interest rates will affect the values of financial instruments and impact interest income earned. Within our domestic institutional dealer in fixed income securities business, we maintain a significant amount of trading assets and liabilities which are sensitive to changes in interest rates. These trading activities primarily consist of securities trading in connection with U.S. Treasury, U.S. government agency, agency mortgage-backed and agency asset-backed obligations as well as investment grade, high-yield, convertible and emerging markets debt securities. Derivative instruments, which consist of futures, TBA securities and forward settling transactions, are used to manage risk exposures in the trading inventory. We enter into TBA securities transactions for the sole purpose of managing risk associated with mortgage-backed securities.

In addition, we generate interest income from the positive spread earned on client deposits. We typically invest in U.S. Treasury bills, notes, and obligations issued by government sponsored entities, reverse repurchase agreements involving U.S. Treasury bills and government obligations or AA-rated money market funds. In some instances, we maintain interest earning cash deposits with banks, clearing organizations and counterparties. We have an investment policy which establishes acceptable standards of credit quality and limits the amount of funds that can be invested within a particular fund, institution, clearing organization or counterparty. We estimate that as of September 30, 2022, an immediate 25 basis point decrease in short-term interest rates would result in approximately \$7.1 million less in annual net income.

We manage interest expense using a combination of variable and fixed rate debt. The debt instruments are carried at their unpaid principal balance which approximates fair value. As of September 30, 2022, \$485.1 million of outstanding principal debt was variable-rate debt. We are subject to earnings and liquidity risks for changes in the interest rate on this debt. As of September 30, 2022, \$347.9 million of outstanding principal debt was fixed-rate long-term debt.

Foreign Currency Risk

Currency risk arises from the possibility that fluctuations in foreign exchange rates will impact the value of our earnings and assets. Entities that have assets and liabilities denominated in currencies other than the primary economic environment in which the entity operates are subject to remeasurement. Virtually all sales and related operating costs are denominated in the currency of the local country and translated into USD for consolidated reporting purposes. Although the majority of the assets and liabilities of these subsidiaries are denominated in the functional currency of the subsidiary, they may also hold assets or liabilities denominated in other currencies. As a result, our results of operations and financial position are exposed to changing currency rates. We may consider entering into hedging transactions to mitigate our exposure to foreign currency exchange rates. These hedging transactions may not be successful.

ITEM 8. Financial Statements and Supplementary Data

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
StoneX Group Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of StoneX Group Inc. and subsidiaries (the Company) as of September 30, 2022 and 2021, the related consolidated income statements, consolidated statements of comprehensive income, consolidated statements of cash flows, and consolidated statements of stockholders' equity for each of the years in the three-year period ended September 30, 2022, and the related notes and financial statement schedule (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of September 30, 2022 and 2021, and the results of its operations and its cash flows for each of the years in the three-year period ended September 30, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of September 30, 2022, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated November 22, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue recognition for unrealized gains and losses from market making activities

As discussed in Note 15 to the consolidated financial statements, the Company recognized revenue of \$1,145.2 million for principal gains, net from financial transactions or contracts for which the Company acted as principal, a portion of which related to unrealized gains and losses derived from over-the-counter derivatives, equities, fixed income, and foreign exchange market making activities (collectively, Unrealized Gains and Losses). Such Unrealized Gains and Losses represent the change in fair value for those financial instruments owned and sold, not yet purchased that are held by the Company as of year-end and reflected in earnings.

We identified revenue recognition related to Unrealized Gains and Losses as a critical audit matter. A high degree of auditor subjectivity and judgment was involved in determining the sufficiency and timing of audit procedures required to evaluate the existence and accuracy of Unrealized Gains and Losses reflected in earnings as of September 30, 2022.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to Unrealized Gains and Losses, including controls

over the computations of Unrealized Gains and Losses, as well as controls ensuring that trading subledger values were not modified within these computations. We evaluated Unrealized Gains and Losses as of September 30, 2021 by assessing the Company's revenue recognition, comparing inputs to Unrealized Gains and Losses computations prepared by the Company to source documents, and recalculating Unrealized Gains and Losses recorded. We also assessed the sufficiency of the audit evidence obtained related to Unrealized Gains and Losses by evaluating the cumulative results of the audit procedures and potential management bias.

/s/ KPMG LLP

We have served as the Company's auditor since 2010.

Kansas City, Missouri
November 29, 2022

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
StoneX Group Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited StoneX Group Inc. and subsidiaries' (the Company) internal control over financial reporting as of September 30, 2022, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of September 30, 2022, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of September 30, 2022 and 2021, and the related consolidated income statements, consolidated statements of comprehensive income, consolidated statements of cash flows, and consolidated statements of stockholders' equity, for each of the years in the three-year period ended September 30, 2022, and the related notes and financial statement schedule (collectively, the consolidated financial statements), and our report dated November 22, 2022 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Kansas City, Missouri
November 29, 2022

StoneX Group Inc.
Consolidated Balance Sheets

(in millions, except par value and share amounts)	September 30, 2022	September 30, 2021
ASSETS		
Cash and cash equivalents	\$ 1,108.5	\$ 1,109.6
Cash, securities and other assets segregated under federal and other regulations (including \$805.7 million and \$14.1 million at fair value at September 30, 2022 and 2021, respectively)	3,267.2	2,274.4
Collateralized transactions:		
Securities purchased under agreements to resell	1,672.0	2,239.9
Securities borrowed	1,209.8	2,163.1
Deposits with and receivables from broker-dealers, clearing organizations and counterparties, net (including \$2,817.2 million and \$1,070.6 million at fair value at September 30, 2022 and 2021, respectively)	6,842.6	5,292.9
Receivable from clients, net (including \$(0.5) million and \$2.6 million at fair value at September 30, 2022 and 2021, respectively)	566.2	461.1
Notes receivable, net	5.1	6.1
Income taxes receivable	16.8	26.6
Financial instruments owned, at fair value (includes securities pledged as collateral that can be sold or repledged of \$2,372.3 million and \$843.3 million at September 30, 2022 and 2021, respectively)	4,167.3	4,354.6
Physical commodities inventory, net (including \$359.8 million and \$359.9 million at fair value at September 30, 2022 and 2021, respectively)	513.5	447.5
Deferred income taxes, net	52.0	35.1
Property and equipment, net	112.9	93.3
Operating right of use assets	121.8	125.3
Goodwill and intangible assets, net	86.2	100.8
Other assets	117.7	109.3
Total assets	\$ 19,859.6	\$ 18,839.6
LIABILITIES AND EQUITY		
Liabilities:		
Accounts payable and other accrued liabilities (including \$0.0 million and \$2.8 million at fair value at September 30, 2022 and 2021, respectively)	\$ 400.6	\$ 305.1
Operating lease liabilities	143.0	146.6
Payables to:		
Clients (including \$(1,392.4) million and \$291.5 million at fair value at September 30, 2022 and 2021, respectively)	9,891.0	7,835.9
Broker-dealers, clearing organizations and counterparties (including \$55.8 million and \$12.7 million at fair value at September 30, 2022 and 2021, respectively)	659.8	613.5
Lenders under loans	485.1	248.6
Senior secured borrowings, net	339.1	507.0
Income taxes payable	16.2	13.2
Collateralized transactions:		
Securities sold under agreements to repurchase	3,195.6	4,340.9
Securities loaned	1,189.5	2,153.6
Financial instruments sold, not yet purchased, at fair value	2,469.6	1,771.2
Total liabilities	18,789.5	17,935.6
Commitments and contingencies (Note 13)		
Stockholders' equity:		
Preferred stock, \$0.01 par value. Authorized 1,000,000 shares; no shares issued or outstanding	—	—
Common stock, \$0.01 par value. Authorized 30,000,000 shares; 22,911,227 issued and 20,303,904 outstanding at September 30, 2022 and 22,431,233 issued and 19,823,910 outstanding at September 30, 2021	0.2	0.2
Common stock in treasury, at cost. 2,607,323 shares at September 30, 2022 and September 30, 2021	(69.3)	(69.3)
Additional paid-in-capital	340.2	315.7
Retained earnings	889.6	682.5
Accumulated other comprehensive loss, net	(90.6)	(25.1)
Total equity	1,070.1	904.0
Total liabilities and stockholders' equity	\$ 19,859.6	\$ 18,839.6

See accompanying notes to consolidated financial statements.

StoneX Group Inc.
Consolidated Income Statements

(in millions, except share and per share amounts)	Year Ended September 30,		
	2022	2021	2020
Revenues:			
Sales of physical commodities	\$ 64,052.6	\$ 40,961.6	\$ 52,899.2
Principal gains, net	1,145.2	892.0	622.2
Commission and clearing fees	507.9	487.2	403.6
Consulting, management, and account fees	111.3	91.0	83.7
Interest income	219.0	102.4	130.9
Total revenues	66,036.0	42,534.2	54,139.6
Cost of sales of physical commodities	63,928.6	40,861.1	52,831.3
Operating revenues	2,107.4	1,673.1	1,308.3
Transaction-based clearing expenses	291.2	271.7	222.5
Introducing broker commissions	160.1	160.5	113.8
Interest expense	135.5	49.6	80.4
Interest expense on corporate funding	44.7	41.3	23.6
Net operating revenues	1,475.9	1,150.0	868.0
Compensation and other expenses:			
Compensation and benefits	794.8	679.1	518.7
Trading systems and market information	66.2	58.8	46.3
Professional fees	54.3	40.9	30.2
Non-trading technology and support	52.4	46.0	28.4
Occupancy and equipment rental	36.1	34.2	23.5
Selling and marketing	55.3	33.3	12.2
Travel and business development	16.9	4.5	8.9
Communications	8.3	9.3	7.0
Depreciation and amortization	44.4	36.5	19.7
Bad debts, net of recoveries and impairment	15.8	10.4	18.7
Other	60.6	46.3	29.6
Total compensation and other expenses	1,205.1	999.3	743.2
Gain on acquisitions and other gains, net	6.4	3.4	81.9
Income before tax	277.2	154.1	206.7
Income tax expense	70.1	37.8	37.1
Net income	\$ 207.1	\$ 116.3	\$ 169.6
Earnings per share:			
Basic	\$ 10.27	\$ 5.90	\$ 8.78
Diluted	\$ 10.01	\$ 5.74	\$ 8.61
Weighted-average number of common shares outstanding:			
Basic	19,570,403	19,130,643	18,824,328
Diluted	20,067,540	19,678,168	19,180,479

See accompanying notes to consolidated financial statements.

StoneX Group Inc.
Consolidated Statements of Comprehensive Income

(in millions)	Year Ended September 30,		
	2022	2021	2020
Net income	\$ 207.1	\$ 116.3	\$ 169.6
Other comprehensive (loss)/income, net of tax:			
Foreign currency translation adjustment	(11.7)	13.3	(4.5)
Cash flow hedges	(53.5)	—	—
Pension liabilities adjustment	(0.3)	1.5	(0.2)
Reclassification of adjustment for losses included in net income:			
Periodic pension costs (included in compensation and benefits)	—	0.2	0.1
Reclassification adjustment for losses included in net income	—	0.2	0.1
Other comprehensive (loss)/income	(65.5)	15.0	(4.6)
Comprehensive income	\$ 141.6	\$ 131.3	\$ 165.0

See accompanying notes to consolidated financial statements.

StoneX Group Inc.
Consolidated Statements of Cash Flows

(in millions)	Year Ended September 30,		
	2022	2021	2020
Cash flows from operating activities:			
Net income	\$ 207.1	\$ 116.3	\$ 169.6
Adjustments to reconcile net income to net cash (used in)/provided by operating activities:			
Depreciation and amortization	44.4	36.5	19.7
Amortization of operating right of use assets	15.9	12.2	9.9
Provision for bad debts, net of recoveries and impairment	15.8	10.4	18.7
Deferred income taxes	(0.3)	3.2	4.1
Amortization and extinguishment of debt issuance costs	4.5	3.9	6.5
Actuarial gain on pension and postretirement benefits	(0.1)	(0.3)	(0.2)
Amortization of share-based compensation expense	17.8	13.9	10.3
Gain on acquisition	—	(3.3)	(81.9)
Gain on stock sales of clearing organization memberships	—	(0.7)	—
Changes in operating assets and liabilities, net:			
Securities and other assets segregated under federal and other regulations	(591.5)	(1.0)	293.0
Securities purchased under agreements to resell	567.9	(543.7)	(271.7)
Securities borrowed	953.3	(723.1)	(16.8)
Deposits with and receivables from broker-dealers, clearing organizations, and counterparties	(2,174.3)	(132.0)	(326.0)
Receivable from clients, net	(119.7)	(68.3)	0.9
Notes receivable, net	1.0	(4.4)	1.2
Income taxes receivable	10.4	(9.6)	(11.1)
Financial instruments owned, at fair value	187.3	(1,626.9)	(552.5)
Physical commodities inventory	(67.2)	(166.4)	(51.8)
Other assets	(9.8)	(16.7)	(3.7)
Accounts payable and other accrued liabilities	101.4	35.7	42.7
Operating lease liabilities	(16.0)	(8.6)	(9.5)
Payable to clients	2,055.1	2,146.7	2,093.7
Payable to broker-dealers, clearing organizations and counterparties	46.3	76.0	270.8
Income taxes payable	2.8	(9.4)	(0.3)
Securities sold under agreements to repurchase	(1,145.3)	1,185.4	381.8
Securities loaned	(964.1)	711.7	(18.0)
Financial instruments sold, not yet purchased, at fair value	627.8	1,085.2	(28.8)
Net cash (used in)/provided by operating activities	(229.5)	2,122.7	1,950.6
Cash flows from investing activities:			
Proceeds from stock sales of clearing organization memberships	0.2	1.6	—
Cash paid for acquisitions	(0.2)	(2.4)	(225.0)
Sale of property and equipment	—	3.1	—
Purchase of property and equipment and internally developed software	(49.5)	(62.1)	(16.6)
Net cash used in investing activities	(49.5)	(59.8)	(241.6)
Cash flows from financing activities:			
Net change in lenders under loans with maturities 90 days or less	211.5	(33.5)	99.7
Proceeds from lenders under loans with maturities greater than 90 days	547.0	191.4	608.5
Repayments of lenders under loans with maturities greater than 90 days	(522.0)	(186.4)	(642.0)
Proceeds from issuance of senior secured term loan	—	—	21.5
Repayments of senior secured term loan	(170.3)	(9.8)	(9.8)
Proceeds from issuance of senior secured notes	—	—	344.8
Repayment of senior secured notes	(0.5)	(1.6)	(92.1)
Issuance of note payable	—	9.0	—
Repayments of note payable	—	—	(0.4)
Deferred payments on acquisitions	(3.0)	(2.2)	(0.9)
Payment of contingent consideration	(3.6)	—	—
Share repurchase	—	(11.7)	(7.5)
Debt issuance costs	—	—	(15.0)
Exercise of stock options	6.7	9.2	5.5
Net cash provided by/(used in) financing activities	65.8	(35.6)	312.3
Effect of exchange rates on cash, segregated cash, cash equivalents, and segregated cash equivalents	(11.2)	13.8	(4.2)
Net (decrease) increase in cash, segregated cash, cash equivalents, and segregated cash equivalents	(224.4)	2,041.1	2,017.1
Cash, segregated cash, cash equivalents, and segregated cash equivalents at beginning of period	6,509.5	4,468.4	2,451.3
Cash, segregated cash, cash equivalents, and segregated cash equivalents at end of period	\$ 6,285.1	\$ 6,509.5	\$ 4,468.4

(continued)

(in millions)	Year Ended September 30,		
	2022	2021	2020
Supplemental disclosure of cash flow information:			
Cash paid for interest	\$ 149.2	\$ 87.0	\$ 90.4
Income taxes paid, net of cash refunds	\$ 56.3	\$ 52.0	\$ 44.0
Supplemental disclosure of non-cash investing and financing activities:			
Identified intangible assets and goodwill on acquisitions	\$ 0.2	\$ 6.5	\$ 11.8
Additional consideration payable related to acquisitions	\$ —	\$ 3.9	\$ 21.6
Acquisition of businesses:			
Assets acquired	\$ —	\$ 6.5	\$ 1,169.2
Liabilities acquired	—	(4.1)	(359.5)
Total net assets acquired	\$ —	\$ 2.4	\$ 809.7

The following table provides a reconciliation of cash, segregated cash, cash equivalents, and segregated cash equivalents reported within the Consolidated Balance Sheets.

(in millions)	September 30,		
	2022	2021	2020
Cash and cash equivalents	\$ 1,108.5	\$ 1,109.6	\$ 952.6
Cash segregated under federal and other regulations ⁽¹⁾	2,461.6	2,260.3	1,907.2
Securities segregated under federal and other regulations ⁽¹⁾	200.0	—	—
Cash segregated and deposited with or pledged to exchange-clearing organizations and other futures commission merchants ("FCMs") ⁽²⁾	2,138.2	2,739.6	698.7
Securities segregated and pledged to exchange-clearing organizations ⁽²⁾	376.8	400.0	909.9
Total cash, segregated cash, cash equivalents, and segregated cash equivalents shown in the consolidated statements of cash flows	\$ 6,285.1	\$ 6,509.5	\$ 4,468.4

⁽¹⁾ Represents segregated client cash held at third-party banks. Excludes segregated commodity warehouse receipts, segregated United States ("U.S.") Treasury obligations with original or acquired maturities of greater than 90 days, and other assets, combined totaling \$605.6 million, \$14.1 million, and \$13.0 million as of September 30, 2022, 2021, and 2020, respectively, included within *Cash, securities and other assets segregated under federal and other regulations* on the Consolidated Balance Sheets.

⁽²⁾ Represents segregated client cash and U.S. Treasury obligations on deposit with, or pledged to, exchange clearing organizations and other FCMs. Excludes non-segregated cash, segregated securities pledged to exchange-clearing organizations with original or acquired maturities greater than 90 days, and other assets, combined totaling \$4,327.6 million, \$2,153.3 million, and \$2,021.3 million as of September 30, 2022, 2021, and 2020, respectively, included within *Deposits with and receivables from broker-dealers, clearing organizations, and counterparties, net* on the Consolidated Balance Sheets.

See accompanying notes to consolidated financial statements.

StoneX Group Inc.
Consolidated Statements of Stockholders' Equity

(in millions)	Common Stock	Treasury Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss, net	Total
Balances as of September 30, 2019	\$ 0.2	\$ (50.1)	\$ 276.8	\$ 402.1	\$ (34.8)	\$ 594.2
ASU 2018-02 cumulative transition adjustment	—	—	—	0.7	(0.7)	—
Adjusted balances as of September 30, 2019	0.2	(50.1)	276.8	402.8	(35.5)	594.2
Net income	—	—	—	169.6	—	169.6
Other comprehensive loss	—	—	—	—	(4.6)	(4.6)
Exercise of stock options	—	—	5.5	—	—	5.5
Share-based compensation	—	—	10.3	—	—	10.3
Repurchase of stock	—	(7.5)	—	—	—	(7.5)
Balances as of September 30, 2020	0.2	(57.6)	292.6	572.4	(40.1)	767.5
ASU 2016-13 cumulative transition adjustment	—	—	—	(6.2)	—	(6.2)
Adjusted balances as of September 30, 2020	0.2	(57.6)	292.6	566.2	(40.1)	761.3
Net income	—	—	—	116.3	—	116.3
Other comprehensive income	—	—	—	—	15.0	15.0
Exercise of stock options	—	—	9.2	—	—	9.2
Share-based compensation	—	—	13.9	—	—	13.9
Repurchase of stock	—	(11.7)	—	—	—	(11.7)
Balances as of September 30, 2021	0.2	(69.3)	315.7	682.5	(25.1)	904.0
Net income	—	—	—	207.1	—	207.1
Other comprehensive loss	—	—	—	—	(65.5)	(65.5)
Exercise of stock options	—	—	6.7	—	—	6.7
Share-based compensation	—	—	17.8	—	—	17.8
Balances as of September 30, 2022	\$ 0.2	\$ (69.3)	\$ 340.2	\$ 889.6	\$ (90.6)	\$ 1,070.1

See accompanying notes to consolidated financial statements.

StoneX Group Inc.
Notes to Consolidated Financial Statements

Note 1 – Description of Business and Significant Accounting Policies

StoneX Group Inc., a Delaware corporation, and its consolidated subsidiaries (collectively “SNE X” or “the Company”), is a global financial services network that connects companies, organizations, traders and investors to the global market ecosystem through a unique blend of digital platforms, end-to-end clearing and execution services, high touch service, and deep expertise. The Company strives to be its clients’ sole trusted partner, providing its networks, products, and services to allow them to pursue trading opportunities, manage market risks, make investments and improve business performance. The Company offers a vertically integrated product suite, beginning with high-touch and electronic access to nearly all major financial markets worldwide, as well as numerous liquidity venues. The Company delivers access and service through the entire trade lifecycle, by delivering deep market expertise and on-the-ground intelligence, best execution, and finally post-trade clearing, custody, as well as settlement services. The Company has created revenue streams, diversified by asset class, client type and geography, that earn commissions and spreads as clients execute transactions across the Company’s financial networks, while the Company monetizes non-trading client activity including interest and fee earnings on client balances as well as earning consulting and fees for market intelligence and risk management services.

The Company provides these services to a diverse group of clients in more than 180 countries. These clients include more than 54,000 commercial, institutional, and global payments clients and over 400,000 retail clients. The Company’s clients include commercial entities, asset managers, regional, national and introducing broker-dealers, insurance companies, brokers, institutional investors and professional traders, commercial and investment banks, and government and non-governmental organizations (“NGOs”).

Basis of Presentation

The accompanying consolidated financial statements include the accounts of StoneX Group Inc. and all entities in which the Company has a controlling financial interest. All material intercompany transactions and balances have been eliminated in consolidation.

In the Consolidated Income Statements, total revenues reported combine gross revenues for the physical commodities business and net revenues for all other businesses. The subtotal *Operating revenues* in the Consolidated Income Statements is physical commodities cost of sales deducted from total revenues. The subtotal *Net operating revenues* in the Consolidated Income Statements is operating revenues less transaction-based clearing expenses, introducing broker commissions, and interest expense. *Transaction-based clearing expenses* are variable expenses paid to executing brokers, exchanges, clearing organizations, and banks, typically related to transactional volumes. *Introducing broker commissions* include commission paid to non-employee third parties that have introduced clients to the Company. *Net operating revenues* represent revenues available to pay variable compensation to risk management consultants and traders, certain non-variable expenses, as well as variable and non-variable expenses related to both operational and administrative employees.

Use of Estimates

Preparing consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) requires that management make estimates and assumptions affecting the reported amounts of assets and liabilities, disclosure of contingent liabilities as of the date of the financial statements and the reported amounts of revenue and expense during the reporting period. The most significant of these estimates and assumptions in the current year relate to fair value measurements for financial instruments, revenue recognition, valuation of inventories, and income taxes. These estimates are based on management’s best knowledge of current events and actions the Company may undertake in the future. The Company reviews all significant estimates affecting the financial statements on a recurring basis and records the effect of any necessary adjustments prior to financial statement issuance. Although these and other estimates and assumptions are based on the best available information, actual results could be materially different from these estimates.

Foreign Currency Translation

The Company’s consolidated financial statements are reported in U.S. dollars. The Company’s subsidiaries maintain their records either in U.S. dollars or, as appropriate, the currencies of the countries in which they operate. The method of translating local currency financial information into U.S. dollars depends on whether the economy in which the foreign subsidiary operates has been designated as highly inflationary. Economies with a three-year cumulative inflation rate of more than 100% are considered highly inflationary.

Assets and liabilities of foreign subsidiaries in non-highly inflationary economies are translated into U.S. dollars using rates of exchange at the balance sheet date. Translation adjustments are recorded in other comprehensive income (loss). Revenues and expense are translated at rates of exchange in effect at relevant times during the year. Transaction gains and losses related to changes in currency rates are recorded in earnings.

Foreign subsidiaries that operate in highly inflationary countries use the U.S. dollar as their functional currency. Local currency monetary assets and liabilities are remeasured into U.S. dollars using rates of exchange as of each balance sheet date, with remeasurement adjustments and other transaction gains and losses recognized in earnings. Nonmonetary assets and liabilities do not fluctuate with changes in the local currency exchange rates to the dollar as the translated amounts for nonmonetary assets and liabilities at the end of the accounting period in which the economy becomes highly inflationary becomes the accounting basis for those assets and liabilities in the period of change and subsequent periods. Revenues and expenses are translated at rates of exchange in effect at relevant times during the year.

The Company operates asset management and debt trading businesses in Argentina through various wholly-owned subsidiaries. Operating revenues from the Company's Argentinean subsidiaries were approximately 1% of the consolidated operating revenues for the year ended September 30, 2022. The operating environment in Argentina continues to present business challenges, including ongoing devaluation of the Argentine peso and significant inflation. Based upon inflationary data published by the International Practices Task Force of the Center for Audit Quality, the economy of Argentina became highly inflationary during the three months ended June 30, 2018, and continues to be considered highly inflationary.

Beginning July 1, 2018, the Company designated Argentina's economy as highly inflationary for accounting purposes. As a result, the Company has accounted for its Argentinean entities using the U.S. dollar as their functional currency, beginning in the quarter ending September 30, 2018. The Company has implemented strategies to reduce exposure to the Argentine peso. As a result of Argentina's highly inflationary status, the Company recorded translation gains through earnings of \$2.1 million for the year ended September 30, 2022. Translation gains recorded through earnings were \$0.8 million for the year ended September 30, 2021. The Company recorded de minimis translation adjustments through earnings for the year ended September 30, 2020.

At September 30, 2022, the Company had net monetary liabilities denominated in Argentine pesos of \$0.4 million, compared to net monetary assets of \$0.4 million at September 30, 2021. The Company held cash and cash equivalents denominated in Argentine pesos of less than \$0.1 million as of September 30, 2022 and 2021, respectively. At September 30, 2022 and 2021, the Company had net nonmonetary assets denominated in Argentine pesos of \$1.1 million and \$0.9 million, respectively.

Cash and Cash Equivalents

The Company considers cash held at banks and all highly liquid investments not held for trading purposes, with original or acquired maturities of 90 days or less, including certificates of deposit and money market mutual funds, to be cash and cash equivalents. Cash and cash equivalents consists of cash, certificates of deposit, and money market mutual funds not deposited with or pledged to clearing organizations, broker-dealers, clearing organizations or counterparties, or segregated under federal or other regulations. Certificates of deposit are stated at cost plus accrued interest, which approximates fair value, and may be withdrawn at any time, at the discretion of the Company. Money market mutual funds are stated at their net asset value.

Cash, Securities and Other Assets Segregated under Federal and other Regulations

Pursuant to requirements of the Commodity Exchange Act and Commission Regulation 30.7 of the U.S. Commodity Futures Trading Commission ("CFTC") in the U.S., the Markets in Financial Instruments Implementing Directive 2006/73/EC underpinning the Client Asset ("CASS") rules in the Financial Services Authority ("FSA") handbook in the United Kingdom ("U.K."), and the Securities & Futures Act ("SFA") in Singapore, funds deposited by clients relating to futures and options on futures contracts in regulated commodities must be carried in separate accounts, which are designated as segregated or secured client accounts. Additionally, in accordance with Rule 15c3-3 of the Securities Exchange Act of 1934 ("Rule 15c3-3"), the Company maintains separate accounts for the exclusive benefit of securities clients and proprietary accounts of broker dealers ("PABs"). Rule 15c3-3 requires the Company to maintain special reserve bank accounts ("SRBAs") for the exclusive benefit of securities clients and PABs. The deposits in segregated client accounts and SRBAs are not commingled with Company funds. Under the FSA's rules, certain categories of clients may choose to opt-out of segregation. As of September 30, 2022 and 2021, cash, securities, and other assets segregated under federal and other regulations consisted of cash held at banks of approximately \$2,461.6 million and \$2,260.3 million, respectively, U.S. Treasury obligations of approximately \$786.0 million and \$0.2 million, respectively, and commodities warehouse receipts of approximately \$19.7 million and \$13.9 million, respectively (see fair value measurements discussion in Note 3).

Collateralized Transactions

The Company enters into securities purchased under agreements to resell, securities sold under agreements to repurchase, securities borrowed transactions, and securities loaned transactions primarily to fund principal debt trading, acquire securities to cover short positions, acquire securities for settlement, or meet counterparty needs under matched-booked trading strategies.

These transactions are accounted for as collateralized financing transactions and are recorded at their contractual amounts plus accrued interest. In connection with these agreements and transactions, it is the Company's policy to receive or pledge cash or securities to collateralize such agreements and transactions in accordance with contractual arrangements. The Company monitors the fair value of its collateral on a daily basis, and the Company may require counterparties, or may be required by

counterparties, to deposit additional collateral or return collateral pledged. Interest income and interest expense are recognized over the life of the arrangements and are recorded in the Consolidated Income Statements as *Interest income* or *Interest expense*, as applicable. The carrying amount of these transactions approximate fair value due to their short-term nature and the level of collateralization.

Repurchase and Reverse repurchase agreement netting

During the year ended September 30, 2022, the Company began trading with a new central counterparty clearing house provider for its fixed income portfolio. This arrangement and related agreements meet the criteria for netting under Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 210-20, Balance Sheet – Offsetting. Netting occurs within Securities purchased under agreements to resell and Securities sold under agreements to repurchase. More details can be found in Note 12.

Deposits with and Receivables from Broker-dealers, Clearing Organizations and Counterparties, and Payables to Broker-dealers, Clearing Organizations and Counterparties

As required by regulations of the CFTC, FSA, and Monetary Authority of Singapore (“MAS”), client funds received to margin, guaranty, and/or secure commodity futures and futures on options as well as retail foreign exchange transactions are segregated and accounted for separately from the general assets of the Company. Deposits with broker-dealers, clearing organizations, and counterparties pertain primarily to deposits made to satisfy margin requirements on client and proprietary open futures and options on futures positions and to satisfy the requirements set by clearing exchanges for clearing membership. The Company also pledges margin deposits with various counterparties for over-the-counter (“OTC”) derivative contracts. These deposits are also included in deposits with broker-dealers, clearing organizations, and counterparties. The Company also deposits cash margin with various securities clearing organizations as an ongoing condition of the securities clearing relationships, and these deposits are included in deposits with and receivables from broker-dealers, clearing organizations, and counterparties. Deposits with and receivables from broker-dealers, clearing organizations, and counterparties are reported gross, except where a right of offset exists. As of September 30, 2022 and 2021, the Company had cash and cash equivalents on deposit with or pledged to broker-dealers, clearing organizations, and counterparties of approximately \$2,515.0 million and \$3,139.6 million, respectively.

Deposits with and receivables from broker-dealers, clearing organizations, and counterparties also includes guaranty deposits with clearing exchanges. The guaranty deposits are held by the clearing exchanges for use in potential default situations by one or more members of the clearing exchanges. The guaranty deposits may be applied to the Company’s obligations to the clearing exchange, or to the clearing exchange’s obligations to unrelated parties.

Deposits with and receivables from broker-dealers, clearing organizations, and counterparties also include securities pledged to clearing exchanges. These securities are either pledged to the Company by its clients or represent investments of client funds. It is the Company’s practice to include client-owned securities on its Consolidated Balance Sheets, as the rights to those securities have been transferred to the Company under the terms of the relevant futures trading agreements. Securities pledged primarily include U.S. Treasury obligations, foreign government obligations, and certain ETFs. Securities that are not client-owned, and represent an investment of client funds, are adjusted to fair value with associated changes in unrealized gains or losses recorded in *Interest income* in the Consolidated Income Statements. For client-owned securities, the change in fair value is offset against the payable to clients with no impact recognized in the Consolidated Income Statements. The total fair value of client owned and non-client owned securities included within *Deposits with and receivables from broker-dealers, clearing organizations, and counterparties, net* was \$4,272.9 million and \$810.7 million as of September 30, 2022 and 2021, respectively.

Management has considered guidance required by ASC 860, Transfers and Servicing as it relates to securities pledged by clients to margin their futures and options on futures trading accounts. Management believes that the transferor surrenders control over those assets because: (a) the transferred assets have been isolated from the transferor—put presumptively beyond the reach of the transferor and its creditors, even in bankruptcy or other receivership, (b) each transferee has the right to pledge or exchange the assets (or beneficial interests) it received, and no condition both constrains the transferee (or holder) from taking advantage of its right to pledge or exchange and provides more than a trivial benefit to the transferor and (c) the transferor does not maintain effective control over the transferred assets through either (1) an agreement that both entitles and obligates the transferor to repurchase or redeem them before their maturity or (2) the ability to unilaterally cause the holder to return specific assets, other than through a cleanup call. Under this guidance, the Company reflects the client collateral assets and corresponding liabilities in the Company’s Consolidated Balance Sheets as of September 30, 2022 and 2021.

Deposits with and receivables from broker-dealers, clearing organizations, and counterparties also includes amounts due from clearing exchanges for unrealized gains and losses associated with clients’ options on futures contracts. See discussion in the Financial Instruments section below for additional information on the Company’s accounting policies for derivative contracts. For client-owned derivative contracts, the fair value is offset against the payable to clients with no impact recognized on the Consolidated Income Statements.

The Company maintains client omnibus and proprietary accounts with other clearing organizations. The equity balances in those accounts, along with any margin cash or securities deposited with the clearing organizations are included in deposits with and receivables from broker-dealers, clearing organizations, and counterparties.

Deposits with and receivables from broker-dealers, clearing organizations, and counterparties also include amounts due from or due to clearing exchanges for daily variation settlements on open futures and options on futures positions. The variation settlements due from or due to clearing exchanges are paid in cash on the following business day. Variation settlements equal the daily settlement of futures contracts and premiums on options on futures contracts.

Deposits with and receivables from broker-dealers, clearing organizations, and counterparties further include amounts receivable for securities sold but not yet delivered by the Company on settlement date (“fails-to-deliver”) and net receivables arising from unsettled proprietary trades.

Payables to broker-dealers, clearing organizations, and counterparties primarily include amounts payable for securities purchased but not yet received by the Company on settlement date (“fails-to-receive”) and net payables arising from unsettled proprietary trades.

Deposits with and receivables from broker-dealers, clearing organizations and counterparties, and payables to broker-dealers, clearing organizations and counterparties also include amounts related to the value of registered broker-dealer clients cross-currency payment transactions related to the Global Payments segment. These amounts arise due to a clearing period before funds are received and payments are made, which usually is one to two business days.

Receivable from and Payables to Clients

Receivable from clients, net of allowance for doubtful accounts, includes the total of net deficits in individual exchange-traded futures and OTC derivative trading accounts carried by the Company. Client deficits arise from realized and unrealized trading losses on client OTC, futures, options on futures, swaps and forwards and amounts due on cash and margin transactions. Client deficit accounts are reported gross of client accounts that contain net credit or positive balances, except where a right of offset exists. Net deficits in individual futures exchange-traded and OTC derivative trading accounts include both secured and unsecured deficit balances due from clients as of the balance sheet date. Secured deficit amounts are backed by U.S. Treasury obligations and commodity warehouse receipts. These U.S. Treasury obligations and commodity warehouse receipts are netted against the secured deficit amounts when conditions necessary for the right to offset exist.

Receivable from clients, net also includes the net amounts receivable from securities clients in connection with the settlement of regular-way cash securities, margin loans to clients, and client cash debits. It is the Company’s policy to report margin loans and payables that arise due to positive cash flows in the same client’s accounts on a net basis when the conditions for netting as specified in U.S. GAAP are met. Clients’ securities transactions cleared by the Company are recorded on a settlement date basis, but the Company makes accruals necessary to adjust any uncompleted transactions to a trade date basis for consolidated reporting, under U.S. GAAP. Securities cleared by the Company and pledged to the Company as a condition of custodial clearing arrangements are owned by the clients, including those that collateralize margin or other similar transactions, and are not reflected on the Consolidated Balance Sheets as the Company does not have title to, or beneficial interests, in those assets. The carrying value of the receivables and payables approximates fair value due to their short-term nature.

Receivable from clients, net also include amounts receivable from non-broker-dealer clients for securities sold but not yet delivered by the Company on settlement date (“fails-to-deliver”) and net receivables arising from unsettled proprietary trades.

Payables to clients represent the total of client accounts with credit or positive balances. Client accounts are used primarily in connection with exchange-traded and OTC commodity, foreign exchange, precious metals, and securities transactions and include gains and losses on open trades as well as securities and cash margin deposits made as required by the Company, the exchange-clearing organizations or other clearing organizations. Client accounts with credit or positive balances are reported gross of client deficit accounts, except where a right of offset exists.

Payables to broker-dealers and counterparties also includes amounts payable to non-broker-dealer clients for securities purchased but not yet received by the Company on settlement date (“fails-to-receive”) and net payables arising from unsettled proprietary trades.

Receivable from and payables to clients also include amounts related to the value of non-registered broker-dealer clients’ cross-currency payment transactions related to the Global Payments segment. These amounts arise due to a clearing period before the funds are received and payments are made, which usually is one to two business days.

The future collectability of receivables from clients can be impacted by the Company’s collection efforts, client financial stability, and the general economic climate. In determining collectability, the Company considers a number of factors including, but not limited to, historical collection experience, current and forecasted economic and business conditions, internal and external credit risk ratings, collateral terms, payment terms and aging of the financial asset, as well as specific-identification in

certain circumstances. The Company evaluates accounts that it believes may become uncollectible on a specific identification basis, through reviewing daily margin deficit reports, the historical daily aging of the receivables, and by monitoring the financial strength of its clients. The Company may unilaterally close client trading positions in certain circumstances. In addition, to evaluate client margining and collateral requirements, client positions are stress tested regularly and monitored for excessive concentration levels relative to the overall market size. Furthermore, in certain instances, the Company is indemnified and able to charge back introducing broker-dealers for bad debts incurred by their clients.

The Company generally charges off an outstanding receivable balance when all economic means of recovery have been exhausted. That determination considers information such as the occurrence of significant changes in the client's financial position such that the client can no longer pay the obligation, or that the proceeds from collateral will not be sufficient to pay the balance.

Notes Receivable

Accrual of commodity financing income on any note is discontinued when, in the opinion of management, there is reasonable doubt as to the timely collectability of interest or principal. Nonaccrual notes are returned to an accrual status when, in the opinion of management, the financial position of the borrower indicates there is no longer any reasonable doubt as to the timely payment of principal and interest. The Company records a charge against earnings for notes receivable losses when management believes that the collection of outstanding principal is not probable.

Physical Commodities Inventory

Inventories of certain agricultural commodities are carried at net realizable value, which approximates fair value less disposal costs. Agricultural commodities inventories have reliable, readily determinable and realizable market prices, relatively predictable and insignificant costs of disposal, and are available for immediate delivery. Changes in the fair values of these agricultural commodities inventories are included as a component of *Cost of sales of physical commodities* in the Consolidated Income Statements.

Inventories of energy related products are valued at the lower of cost or net realizable value. Inventories of precious metals held by subsidiaries that are not broker-dealers are valued at the lower of cost or net realizable value, using the weighted-average price and first-in first-out costing method. Changes in the values of these inventories are included as a component of *Cost of sales of physical commodities* in the Consolidated Income Statements.

Precious metals inventory held by StoneX Financial Ltd, a U.K. based broker-dealer subsidiary, is measured at fair value, with changes in fair value included as a component of *Principal gains, net* in the Consolidated Income Statements, in accordance with U.S. GAAP accounting requirements for broker-dealers.

Property and Equipment

Property and equipment is stated at cost, net of accumulated depreciation and amortization and depreciated using the straight-line method over estimated useful life. Leasehold improvements are amortized on a straight-line basis over the estimated useful life of the improvement or the term of the lease, whichever is shorter. Expenditures that increase the value or productive capacity of assets are capitalized. When property and equipment are retired, sold, or otherwise disposed of, asset carrying amount and related accumulated depreciation are removed from the accounts and any gain or loss is included in earnings. The Company had no assets held for sale at September 30, 2022 and 2021.

The Company accounts for costs incurred to develop its trading platforms and related software in accordance with ASC 350-40, Internal-Use Software, which requires that such technology be capitalized in the application development stages. Costs related to planning, training, administration, and non-value added maintenance are charged to expense as incurred. Capitalized software development costs are amortized over the useful life of the software, which the Company generally estimates at three years.

In accordance with ASC 360-10, Property, Plant and Equipment, the Company periodically evaluates the carrying value of long-lived assets when events and circumstances warrant such review. The carrying value of a long-lived asset is considered impaired when the anticipated identifiable undiscounted cash flows from such an asset (or asset group) are less than carrying value. In that event, a loss is recognized in the amount by which the carrying value exceeds fair market value of the long-lived asset. This standard applies to assets held for use and not to assets held for sale. The Company has identified no such impairment indicators as of September 30, 2022 and 2021.

Acquisitions

The Company applies acquisition accounting on the date of acquisition to those transactions meeting the definition of a business under ASC 805. Applying acquisition accounting requires the Company to allocate the purchase consideration to the fair value of the identifiable tangible and intangible assets acquired and liabilities assumed on acquisition date. In determining the fair value of identifiable assets acquired and liabilities assumed, the Company frequently utilizes a third-party valuation specialist. The Company applies certain significant assumptions, estimates, and judgments in determining the fair value of assets acquired

and liabilities assumed on acquisition date. These significant assumptions, estimates, and judgments include, but are not limited to, cash flow forecasts, discount rates, client churn rates, royalty rates, and economic lives. Any excess of the purchase consideration over the fair value of the net assets acquired is recorded as goodwill. Alternatively, in an instance where the fair value of the net assets acquired exceeds the purchase consideration, the Company records a bargain purchase gain in the Consolidated Income Statements at the date of acquisition. While the Company uses its best estimates and assumptions as a part of the purchase price allocation to accurately value assets acquired and liabilities assumed at the acquisition date, these estimates are inherently uncertain and subject to refinement. As a result, during the remeasurement period, which may extend one year from the acquisition date, the Company may record adjustments to the assets acquired and liabilities assumed, with the corresponding offset to goodwill or bargain purchase gain. Upon conclusion of the measurement period or final determination of the fair values of assets acquired and liabilities assumed, whichever comes first, any subsequent adjustments are recorded to the Consolidated Income Statements rather than adjusted through goodwill or bargain purchase gains. The Company includes the post-acquisition results of acquired businesses in the Consolidated Income Statements from the date of acquisition. Acquisition related costs, such as fees for attorneys, accountants, and investment bankers, are expensed as incurred and are not capitalized as part of the purchase price.

Goodwill and Identifiable Intangible Assets

Goodwill is the cost of acquired companies in excess of the fair value of identifiable net assets at acquisition date. Goodwill is not subject to amortization, but rather is evaluated for impairment at least annually. The Company evaluates its goodwill for impairment at its fiscal year end, or more frequently if indicators of potential impairment exist, in accordance with ASC 350, Intangibles - Goodwill and Other. Goodwill impairment is determined by comparing the estimated fair value of a reporting unit (generally defined as the businesses for which financial information is available and reviewed regularly by management) with its respective carrying value. If the estimated fair value exceeds the carrying value, goodwill at the reporting unit level is not deemed to be impaired. However, if the estimated fair value is below carrying value, further analysis is required to determine the amount of the impairment.

In the course of evaluating the potential impairment of goodwill, the Company may perform either a qualitative or a quantitative assessment. The Company's qualitative assessment of potential impairment may result in the determination that a quantitative impairment analysis is not necessary. Under this elective process, the Company assesses qualitative factors to determine whether the existence of events or circumstances leads the Company to determine that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If after assessing the totality of events and circumstances, the Company determines it is more likely than not that the fair value of a reporting unit is greater than its carrying amount, then performing a quantitative analysis is not required. However, if the Company concludes otherwise, then the Company performs a quantitative impairment analysis.

If the Company either chooses not to perform a qualitative assessment, or the Company chooses to perform a qualitative assessment but is unable to qualitatively conclude that no impairment has occurred, then the Company performs a quantitative evaluation. In the case of a quantitative assessment, the Company estimates the fair value of the reporting unit with which the goodwill that is subject to the quantitative analysis is associated and compares it to the carrying value. If the estimated fair value of a reporting unit is less than its carrying value, the Company estimates the fair value of all assets and liabilities of the reporting unit, including goodwill. If the carrying value of the reporting unit's goodwill is greater than the estimated fair value, an impairment charge is recognized for the excess. The fair value of the Company's reporting units exceeded their respective carrying values under the qualitative assessment approach. No goodwill impairment charges were recorded for any of the periods presented, nor were any indicators present.

Identifiable intangible assets subject to amortization are amortized using the straight-line method over their estimated period of benefit, ranging from five to twenty years. Both definite and indefinite lived identifiable intangible assets are tested for impairment whenever events or changes in circumstances suggest that an asset's or asset group's carrying value may not be fully recoverable. Residual value is presumed to be zero for all identifiable intangible assets. No intangible impairment charges were recorded for any of the periods presented, nor were any indicators present.

Financial Instruments Owned and Sold, Not Yet Purchased

Financial instruments owned and sold, not yet purchased, at fair value consist of financial instruments carried at fair value, measured on a recurring basis, or amounts that approximate fair value. Related realized and unrealized gains and losses are recognized in current period earnings within *Principal gains, net, Interest income, Interest expense, and Cost of sales of physical commodities* in the Consolidated Income Statements. The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties.

Financial instruments owned and sold, not yet purchased comprise primarily the financial instruments held by the Company's broker-dealer subsidiaries and the Company's OTC derivative swap dealer. Financial instruments owned and financial instruments sold, not yet purchased, includes trading securities that the Company holds as a principal. The Company has not classified any financial instruments owned or sold, not yet purchased, as available-for-sale or held-to-maturity.

Financial instruments owned and sold, not yet purchased includes derivative instruments that the Company holds as a principal which are primarily transacted on an OTC basis. As a derivatives dealer, the Company utilizes these instruments to manage exposures to foreign currency, commodity price and interest rate risks for the Company and its clients. The Company's objectives for holding derivatives include reducing, eliminating, and efficiently managing the economic impact of these exposures as effectively as possible. The Company's derivative instruments also include forward purchase and sale commitments for the physical delivery of agricultural and energy related commodities in a future period. Contracts for the sale of agricultural and energy commodities generally do not extend beyond one year, while contracts to purchase agricultural and energy commodities generally relate to the current or future crop year.

Derivative instruments are measured at fair value on a recurring basis. For derivatives for which the Company does not elect hedge accounting, realized and unrealized gains and losses from the changes in fair value of derivative instruments are recognized immediately in current period earnings. Realized and unrealized gains and losses from the derivative instruments in which the Company acts as a dealer are included within *Principal gains, net* on the Consolidated Income Statements. Realized and unrealized gains and losses on firm purchase and sale commitments are included within *Cost of sales of physical commodities* on the Consolidated Income Statements.

To reduce credit exposure on the derivative instruments for which the Company acts as a dealer, the Company may enter into a master netting arrangement that allows for settlement of all derivative transactions with each counterparty. In addition, the credit support annex that accompanies master netting arrangements allows parties to the master netting agreement to mitigate their credit risk by requiring the party which is out of the money to post collateral. The Company accepts collateral in the form of cash or other marketable securities. Where permitted, the Company elects to net-by-counterparty certain derivative instruments entered into under a legally enforceable master netting agreement and, therefore, the fair value of those derivative instruments are netted by counterparty in the Consolidated Balance Sheets. As the Company elects to net-by-counterparty the fair value of such derivative instruments, the Company also nets-by-counterparty cash collateral exchanged as part of those derivative instruments.

The Company also brokers foreign exchange forwards, options and cash, or spot, transactions between clients and external counterparties. A portion of the contracts are arranged on an offsetting basis, limiting the Company's risk to performance of the two offsetting parties. The offsetting nature of the contracts eliminates the effects of market fluctuations on the Company's operating results. Due to the Company's role as a principal participating in both sides of these contracts, the amounts are presented gross on the Consolidated Balance Sheets at their respective fair values, net of offsetting assets and liabilities.

The Company holds proprietary positions in its foreign exchange line of business. On a limited basis, the Company's foreign exchange trade desk will accept a client transaction and will offset that transaction with a similar but not identical position with a counterparty. These unmatched transactions are intended to be short-term in nature and are often conducted to facilitate the most effective transaction for the Company's client. These spot and forward contracts are accounted for as free-standing derivatives and reported in the Consolidated Balance Sheets at their fair values.

The Company may lease commodities to or from clients or counterparties. These commodity leases, which primarily involve precious metals, are recorded at fair value utilizing the fair value option based on guidance in ASC 825-10, Financial Instruments - Fair Value Option. These commodity leases represent hybrid financial instruments which contain both a dollar denominated loan host contract and an embedded forward derivative contract on the underlying commodities, which can be settled in either cash or metals. As permitted by the fair value option election, the entire instrument is recorded at fair value as either an asset or liability in the Consolidated Balance Sheets. The Company elects to value all of its commodities lease agreements at fair value using the fair value option.

For further information regarding the types of financial instruments owned and sold, not yet purchased, as well as the related valuation techniques refer to Note 3.

Derivative instruments and hedging activities

The Company executes interest rate swaps and foreign currency hedges to lessen the impacts of changes to interest rates and currency exchange rates, respectively, as well as benefit from favorable conditions. The Company recognizes all derivative instruments as either assets or liabilities at fair value. For all of the Company's derivative positions that are designated and qualify as part of a cash flow hedging relationship, the effective portion of the gain or loss on the derivatives is reported as a component of other comprehensive income and reclassified into earnings in the same period or periods during which the hedged transactions affect earnings. Gains and losses on derivatives representing any ineffective component of the hedge are recognized in current earnings. All of the Company's cash flow hedges have been deemed effective as of September 30, 2022 for both accounting and tax purposes. The Company has elected hedge accounting for both U.S. GAAP and tax purposes. The Company maintains formal documentation through a periodic memo and accounting analysis that cover what is being hedged, how it is being hedged, hedge effectiveness, the nature of the risk being hedged, among other required analyses. Company policy further includes a quarterly probability analysis covering hedge effectiveness.

Exchange and Clearing Organization Memberships

The Company or its affiliates are required to hold certain exchange and clearing organization memberships and pledges them for clearing purposes, in order to provide the right to process trades directly with the respective venues. Exchange memberships include seats on the Chicago Board of Trade (“CBOT”), the Minneapolis Grain Exchange, the New York Mercantile Exchange (“NYMEX”), the Commodity Exchange, Inc. (“COMEX”) Division of the New York Mercantile Exchange, Mercado de Valores de Buenos Aires S.A. (“Merval”), the Chicago Mercantile Exchange (“CME”) Growth and Emerging Markets, InterContinental Exchange, Inc. (“ICE”) Futures US, and the London Metal Exchange (“LME”). Exchange firm and clearing organization common stock include shares of CME Group, Inc., ICE, LME Holdings Limited, and the Depository Trust & Clearing Corporation (“DTCC”).

Exchange and clearing organization memberships required in order to conduct business through the respective venues are recorded at cost and are included in *Other assets* on the Consolidated Balance Sheets. Equity investments in exchange firm common stock not required in order to conduct business on the exchanges are classified as trading securities included within *Financial instruments owned, at fair value* on the Consolidated Balance Sheets and recorded at fair value, with unrealized gains and losses recorded as a component of *Principal gains, net* on the Consolidated Income Statements. The fair value of exchange firm common stock not required in order to conduct business on the exchanges is determined from quoted market prices.

Exchange memberships that represent both (a) an ownership interest and the right to conduct business in the respective venues and are held for operating purposes, or (b) an ownership interest, which must be held by the Company to conduct business in the respective venues are accounted for as an ownership interest at cost with appropriate consideration for other-than-temporary impairment. The cost of exchange and clearing organization memberships that represent an ownership interest and are required in order to conduct business in the respective venues was \$5.5 million and \$5.5 million as of September 30, 2022 and 2021, respectively, compared to a fair value of \$6.2 million and \$6.8 million as of September 30, 2022 and 2021, respectively. Fair value was determined using quoted market prices and recent transactions.

Alternatively, exchange memberships, or seats, that only represent the right to conduct business on an exchange, but not an ownership interest in the exchange, are accounted for as intangible assets at cost with potential impairment determined under Accounting Standards Codification 350-30- *Intangibles - Goodwill and Other*. The cost of exchange memberships required in order to conduct business on the exchange, but not representing an ownership interest in the exchange, was \$5.8 million and \$6.0 million as of September 30, 2022 and 2021, respectively. As of and during the year ended September 30, 2022, there were no indicators of impairment that would suggest that the carrying value of exchange memberships that don’t represent an ownership interest are impaired, primarily based upon projections of future cash flows and earnings attributable to access these respective venues.

Product Financing Arrangements

In the normal course of operations, the Company executes notes receivable under repurchase agreements with clients whereby the clients sell certain commodity inventory or other investments to the Company and agree to repurchase the commodity inventory or investment at a future date at a fixed price. These transactions are short-term in nature and are treated as secured borrowings rather than commodity inventory and purchases and sales in the Company’s consolidated financial statements. These transactions are reflected as *Notes receivable, net* in the Consolidated Balance Sheets. Commodities or investments sold under repurchase agreements are reflected at the amount of cash received in connection with the transactions. The Company may be required to provide additional collateral based on the fair value of the underlying asset.

The Company also participates in commodity repurchase transactions that are accounted for as commodity inventory and purchases and sales of physical commodities as opposed to secured borrowings. The repurchase price under these arrangements is not fixed at the time of execution and, therefore, does not meet all the criteria to be accounted for as product financing arrangements.

Lenders Under Loans

Lenders under loans are accounted for at amortized cost, which approximates fair value due to variable rates of interest.

Senior Secured Borrowings

Senior secured borrowings are accounted for at amortized cost, and are stated net of unamortized deferred financing costs and original issue discount.

Contingent Consideration

The Company estimates and records acquisition date estimated fair value of contingent consideration as part of purchase price consideration for acquisitions. Additionally, each reporting period, the Company estimates changes in the fair value of contingent consideration, and any change in fair value is recognized in the Consolidated Income Statements. Estimating

contingent consideration fair value incorporates assumptions regarding future operating results, discount rates, and probabilities assigned to various potential operating results scenarios.

Revenue Recognition

The Company accounts for revenue earned from contracts with clients for services such as the execution, clearing, brokering, and custody of futures and options on futures contracts, OTC derivatives, and securities, investment management, and underwriting services under FASB ASC 606, Revenue from Contracts with Customers (“Topic 606”). Revenues for these services are recognized when the performance obligations related to the underlying transaction are completed.

Only when goods or services are transferred to clients, are revenues recognized in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services. Revenues are analyzed to determine whether the Company is the principal (i.e. reports revenue on a gross basis) or agent (i.e., reports revenues on a net basis) in the contract. Principal or agent designations depend primarily on the control an entity has over the good or service before control is transferred to a client. The indicators of which party exercises control include primary responsibility over performance obligations, inventory risk before the good or service is transferred, and discretion in establishing the price.

The revenue recognition model does not apply to revenues associated with dealing, or market-making, activities in financial instruments or contracts in the capacity of a principal, including derivative sales contracts which result in physical settlement and interest income.

Refer to Note 15 for further discussion of the Company’s significant accounting policies related to revenue recognition.

Cost of Sales of Physical Commodities

Cost of sales of physical commodities include finished commodity or raw material and processing costs along with operating costs relating to the receipt, storage and delivery of physical commodities. Cost of sales of physical commodities also includes changes in the fair value of agricultural commodity inventories held for sale and adjustments for related forward purchase and sale commitments and exchange-traded futures and options contracts. Cost of sales of physical commodities further includes lower of cost or net realizable value for energies and certain precious metals.

Interest Expense

Interest expense is recognized on an accrual basis. Interest expense is incurred on outstanding balances on the Company’s credit facilities. Interest expense is also incurred on fixed income securities sold, not yet purchased, that the Company holds in its market-marking businesses. Interest expense is also incurred from collateralized transactions, including securities loaned and securities sold under agreements to repurchase.

Transaction-Based Clearing Expenses

Clearing fees and related expenses include primarily variable expenses for clearing and settlement services, including fees the Company pays to executing brokers, exchanges, clearing organizations and banks. These fees are based on transaction volume and recorded as expense on trade date. Clearing fees are passed on to clients and are presented gross in the consolidated statements of income as the Company acts as a principal for these transactions.

Introducing Broker Commissions

Introducing broker commissions include commissions paid to non-employee individuals or organizations that maintain relationships with clients and introduce them to the Company. Introducing brokers accept futures and options orders from those clients, while the Company directly provides all account, transaction and margining services, including accepting money, securities and property from the clients. Introducing brokers bring clients to the Company’s OTC business as well. Introducing broker commissions are determined monthly and settled regularly.

Compensation and Benefits

Compensation and benefits consists primarily of salaries, incentive compensation, variable compensation, including commissions, related payroll taxes and employee benefits. The Company classifies employees as either risk management consultants / traders, operational or administrative personnel, which includes executive officers. Variable compensation paid to risk management consultants and traders generally represents a fixed percentage of revenues generated, and in some cases, revenues produced less direct costs and an overhead allocation. The Company accrues commission expense on a trade-date basis.

Share-Based Compensation

The Company accounts for share-based compensation from option and restricted stock unit awards in accordance with the guidance in ASC 718-10, Compensation - Stock Compensation. The cost of employee services received in exchange for a share-based award is generally measured based on the grant-date fair value of the award. Share-based employee awards that

require future service are amortized over the relevant service period. Forfeitures are accounted for as they occur in determining share-based employee compensation expense. For awards granted, compensation cost is recognized on a straight-line basis over the vesting period for the entire award.

Selling and Marketing

The Company generally expenses *Selling and marketing* costs as incurred. The Company's policy includes expensing commercial media development costs as incurred, rather than deferring them until the related commercial airs. The Company expenses air time, such as television air-time, as used.

Income Taxes

Income tax expense includes U.S. federal, state and local and foreign income taxes. Certain items of income and expense are not reported in tax returns and financial statements in the same year. Accounting for income taxes aims to recognize the amount of taxes payable or refundable for the current year. The Company utilizes the asset and liability method to provide income taxes on all transactions recorded in the consolidated financial statements. This method requires that income taxes reflect the expected future tax consequences of temporary differences between the carrying amounts of assets or liabilities for book and tax purposes. Accordingly, a deferred tax asset or liability for each temporary difference is determined based on the tax rates that the Company expects to be in effect when the underlying items of income and expense are realized. Judgment is required in assessing the future tax consequences of events that have been recognized in the Company's financial statements or tax returns, including the repatriation of undistributed earnings of foreign subsidiaries. In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some or all of the deferred tax assets will not be realized. The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authority, based upon the technical merits of the position. The tax benefit recognized in the consolidated financial statements from such a position is measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. See Note 19 for further information on the Company's income taxes.

Additional Paid-In Capital

The Company's additional paid-in capital ("APIC") consists of stockholder contributions that are in excess of par value of common stock, also including amounts related to stock options exercises and share-based compensation.

Comprehensive Income

Comprehensive income consists of net income and other gains and losses affecting stockholders' equity that, under U.S. GAAP, are excluded from net income. Other comprehensive income (loss) includes net actuarial gains and losses from defined benefit pension plans, the unrealized gains and losses from the Company's cash flow hedges, as well as and gains and losses on foreign currency translations.

Preferred Stock

The Company is authorized to issue one million shares of preferred stock, par value of \$0.01 per share, in one or more classes or series to be established by the Company's Board of Directors. As of September 30, 2022 and 2021, no preferred shares were outstanding and the Company's Board of Directors had not established any class or series of shares.

Accounting Standards Adopted

In December 2019, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes. This ASU removed certain exceptions for recognizing deferred taxes for investments, performing intraperiod allocation and calculating income taxes in interim periods. The ASU also adds guidance to reduce complexity in certain areas, including recognizing deferred taxes for tax goodwill and allocating taxes to members of a consolidated group. The Company adopted this standard as of October 1, 2021 on a prospective basis, as permitted by the standard. There was no cumulative effect adjustment recorded to retained earnings. The effects of this standard on the Company's consolidated financial position, results of operations and cash flows are not material.

In June 2016, the FASB issued ASU No. 2016-13, "Measurement of Credit Losses on Financial Instruments", which significantly changes the ways entities recognize credit losses on financial instruments. The guidance is effective for public business entities for annual and interim periods in fiscal years beginning after December 15, 2019. In April 2019, the FASB issued ASU No. 2019-04, "Codification Improvements to Topic 326, Financial Instruments - Credit Losses, Topic 815, Derivatives and Hedging, and Topic 825, Financial Instruments", which among other things, included several amendments to ASU No. 2016-13, changing how a company considers expected recoveries and contractual extensions or renewal options when estimating expected credit losses.

The guidance replaces the previous incurred loss impairment guidance and introduces a new credit reserving model known as the Current Expected Credit Loss ("CECL") model, which is based on expected losses over the life of an asset, and applies to financial assets carried at amortized cost, held-to-maturity debt securities and off-balance sheet credit exposures. The allowance

must reflect management’s estimate of credit losses over the life of the assets taking future economic changes into consideration.

The Company adopted this guidance on October 1, 2020, using the modified retrospective approach, which resulted in a recognized cumulative-effect adjustment of \$6.2 million, net of tax of \$2.0 million, to the opening balance of retained earnings - see Note 5 and Note 13. The adoption impact was attributable to an increase in allowance for credit losses related to the OptionSellers.com Inc. clients discussed in further detail within Note 13 of the consolidated financial statements. Results for reporting periods beginning after October 1, 2020 are presented using the CECL model, while prior period amounts continue to be reported in accordance with previously applicable U.S. GAAP.

Current Expected Credit Losses

Beginning October 1, 2020, the Company estimates its allowance for credit losses on financial assets measured at amortized cost based on expected credit losses over the life of the financial asset. In determining expected credit losses, the Company considers a number of factors including, but not limited to, historical collection experience, current and forecasted economic and business conditions, internal and external credit risk ratings, collateral terms, payment terms and aging of the financial asset.

The Company estimates expected credit losses primarily using a probability of default (“PD”)/loss given default (“LGD”) model (“PD/LGD model”), under which the expected credit loss is calculated as the product of PD, LGD and exposure at default.

Additionally, for collateralized transactions, the Company elects to measure expected credit losses using the fair value of collateral received where the borrower is required to, and reasonably expected to, replenish the amount of collateral securing the receivable as a result of changes in the fair value of such collateral.

Note 2 – Earnings per Share

The Company presents basic and diluted earnings per share (“EPS”) using the two-class method which requires all outstanding unvested share-based payment awards that contain rights to non-forfeitable dividends and therefore participate in undistributed earnings with common stockholders be included in computing earnings per share. Under the two-class method, net income is reduced by the amount of dividends declared in the period for each class of common stock and participating security. The remaining undistributed earnings are then allocated to common stock and participating securities, based on their respective rights to receive dividends. Restricted stock awards granted to certain employees and directors contain non-forfeitable rights to dividends at the same rate as common stock, and are considered participating securities. Basic EPS has been computed by dividing net income by the weighted-average number of common shares outstanding.

The following is a reconciliation of the numerator and denominator of the diluted net income per share computations for the periods presented below.

(in millions, except share amounts)	Year Ended September 30,		
	2022	2021	2020
Numerator:			
Net income	\$ 207.1	\$ 116.3	\$ 169.6
Less: Allocation to participating securities	(6.1)	(3.5)	(4.0)
Net income allocated to common stockholders	<u>\$ 201.0</u>	<u>\$ 112.8</u>	<u>\$ 165.6</u>
Denominator:			
Weighted average number of:			
Common shares outstanding	19,570,403	19,130,643	18,824,328
Dilutive potential common shares outstanding:			
Share-based awards	497,137	547,525	356,151
Diluted shares outstanding	<u>20,067,540</u>	<u>19,678,168</u>	<u>19,180,479</u>

The dilutive effect of share-based awards is reflected in diluted net income per share by application of the treasury stock method, which includes consideration of unamortized share-based compensation expense.

Options to purchase 451,907, 298,786 and 898,420 shares of common stock for the years ended September 30, 2022, 2021, and 2020, respectively, were excluded from the calculation of diluted earnings per share because they would have been anti-dilutive.

Note 3 – Assets and Liabilities, at Fair Value

Fair value is defined by U.S. GAAP as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between willing market participants on the measurement date.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, the Company is required to develop a set of assumptions that reflect those that market participants would use in pricing the asset or liability at the measurement date. The Company uses prices and inputs that are current as of the measurement date, including periods of market dislocation. In periods of market dislocation, the observability of prices and inputs may be reduced for many securities. This condition could cause a security to be reclassified to a lower level within the fair value hierarchy.

The Company has designed independent price verification controls and periodically performs such controls to ensure the reasonableness of such values.

Financial and nonfinancial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). A market is active if there are sufficient transactions on an ongoing basis to provide current pricing information for the asset or liability, pricing information is released publicly, and price quotations do not vary substantially either over time or among market makers. Observable inputs reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the reporting entity.

The guidance requires the Company to consider counterparty credit risk of all parties of outstanding derivative instruments that would be considered by a market participant in the transfer or settlement of such contracts (exit price). The Company's exposure to credit risk on derivative financial instruments relates to the portfolio of OTC derivative contracts as all exchange-traded contracts held can be settled on an active market with a credit guaranty from the respective exchange. The Company requires each counterparty to deposit margin collateral for all OTC instruments and is also required to deposit margin collateral with counterparties. The Company has assessed the nature of these deposits and used its discretion to adjust each based on the underlying credit considerations for the counterparty and determined that the collateral deposits minimize the exposure to counterparty credit risk in the evaluation of the fair value of OTC instruments as determined by a market participant.

In accordance with ASC 820, *Fair Value Measurement*, the Company groups its assets and liabilities measured at fair value in three levels based on the markets in which the assets and liabilities are traded and the reliability of the assumptions used to determine fair value. These levels are:

Level 1 - Valuation is based upon unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities. Level 1 consists of financial assets and liabilities whose fair values are estimated using quoted market prices.

Level 2 - Valuation is based upon quoted prices for identical or similar assets or liabilities in markets that are less active, that is, markets in which there are few transactions for the asset or liability that are observable for substantially the full term. Included in Level 2 are those financial assets and liabilities for which fair values are estimated using models or other valuation methodologies. These models are primarily industry-standard models that consider various observable inputs, including time value, yield curve, volatility factors, observable current market and contractual prices for the underlying financial instruments, as well as other relevant economic measures.

Level 3 - Valuation is based on prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable (i.e., supported by little or no market activity). Level 3 comprises financial assets and liabilities whose fair value is estimated based on internally developed models or methodologies utilizing significant inputs that are not readily observable from objective sources. Level 3 includes contingent liabilities that have been valued using an income approach based upon management developed discounted cash flow projections, which are an unobservable input. The Company had \$0.0 million and \$2.8 million of contingent liabilities classified within Level 3 of the fair value hierarchy as of September 30, 2022 and 2021, respectively. The Company had no Level 3 assets as of September 30, 2022 and 2021.

Fair value of financial and nonfinancial assets and liabilities that are carried on the Consolidated Balance Sheets at fair value on a recurring basis

Cash and cash equivalents reported at fair value on a recurring basis includes certificates of deposit and money market mutual funds, which are stated at cost plus accrued interest, which approximates fair value.

Cash, securities and other assets segregated under federal and other regulations reported at fair value on a recurring basis include the value of pledged investments, primarily U.S. Treasury obligations and commodities warehouse receipts.

Deposits with and receivables from broker-dealers, clearing organizations and counterparties and payable to clients and broker-dealers, clearing organizations and counterparties includes the fair value of pledged investments, primarily U.S. Treasury obligations and foreign government obligations. These balances also include the fair value of exchange-traded options on futures and OTC forwards, swaps, and options.

Financial instruments owned and sold, not yet purchased include the fair value of equity securities, which includes common, preferred, and foreign ordinary shares, American Depository Receipts (“ADRs”), Global Depository Receipts (“GDRs”), and exchange-traded funds (“ETFs”), corporate and municipal bonds, U.S. Treasury obligations, U.S. government agency obligations, foreign government obligations, agency mortgage-backed obligations, asset-backed obligations, derivative financial instruments, commodities warehouse receipts, exchange firm common stock, and investments in managed funds. The fair value of exchange firm common stock is determined by quoted market prices.

Cash equivalents, debt and equity securities, commodities warehouse receipts, physical commodities inventory, derivative financial instruments and contingent liabilities are carried at fair value, on a recurring basis, and are classified and disclosed into three levels in the fair value hierarchy.

The following section describes the valuation methodologies used by the Company to measure classes of financial instruments at fair value and specifies the level within the fair value hierarchy where various financial instruments are classified.

The Company uses quoted prices in active markets, where available, and classifies such instruments within Level 1 of the fair value hierarchy. Examples include U.S. Treasury obligations, foreign government obligations, commodities warehouse receipts, certain equity securities traded in active markets, physical precious metals inventory held by a regulated broker-dealer subsidiary, exchange firm common stock, investments in managed funds, as well as options on futures contracts traded on national exchanges. The fair value of exchange firm common stock is determined by recent sale transactions and is included within Level 1.

When instruments are traded in secondary markets and observable prices are not available for substantially the full term, the Company generally relies on internal valuation techniques or prices obtained from third-party pricing services or brokers or a combination thereof, and accordingly, classifies these instruments as Level 2. Examples include corporate and municipal bonds, U.S. government agency obligations, agency-mortgage backed obligations, asset-backed obligations, certain equity securities traded in less active markets, and OTC derivative contracts, which include purchase and sale commitments related to the Company’s agricultural and energy commodities.

Certain derivatives without a quoted price in an active market and derivatives executed OTC are valued using internal valuation techniques, including pricing models which utilize significant inputs observable to market participants. The valuation techniques and inputs depend on the type of derivative and the nature of the underlying instrument. The key inputs depend upon the type of derivative and the nature of the underlying instrument and include interest yield curves, foreign exchange rates, commodity prices, volatilities and correlation. These derivative instruments are included within Level 2 of the fair value hierarchy.

Physical commodities inventory includes precious metals that are a part of the trading activities of a regulated broker-dealer subsidiary that records these assets at fair value using exchange-quoted prices. Physical commodities inventory also includes agricultural commodities that are a part of the trading activities of a non-broker dealer subsidiary and are recorded at net realizable value using exchange-quoted prices. The fair value of precious metals physical commodities inventory is based upon unadjusted exchange-quoted prices and is, therefore, classified within Level 1 of the fair value hierarchy. The fair value of agricultural physical commodities inventory and related OTC firm sale and purchase commitments are generally based upon exchange-quoted prices, adjusted for basis or differences in local markets, broker or dealer quotations or market transactions in either listed or OTC markets. Exchange-quoted prices are adjusted for location and quality because the exchange-quoted prices for agricultural and energy related products represent contracts that have standardized terms for commodity, quantity, future delivery period, delivery location, and commodity quality or grade. The basis or local market adjustments are observable inputs or have an insignificant impact on the measurement of fair value and, therefore, the agricultural physical commodities inventory as well as the related OTC forward firm sale and purchase commitments have been included within Level 2 of the fair value hierarchy.

With the exception of certain derivative instruments where the valuation approach is disclosed above, financial instruments owned and sold are primarily valued using third-party pricing sources. Third-party pricing vendors compile prices from various sources and often apply matrix pricing for similar securities when market-observable transactions for the instruments are not observable for substantially the full term. The Company reviews the pricing methodologies used by third-party pricing vendors in order to evaluate the fair value hierarchy classification of vendor-priced financial instruments and the accuracy of vendor pricing, which typically involves the comparison of primary vendor prices to internal trader prices or secondary vendor prices. When evaluating the propriety of vendor-priced financial instruments using secondary prices, considerations include the range and quality of vendor prices, level of observable transactions for identical and similar instruments, and judgments based upon knowledge of a particular market and asset class. If a primary vendor price does not represent fair value, justification for using a secondary price, including source data used to make the determination, is subject to review and approval by authorized personnel prior to using a secondary price. Financial instruments owned and sold that are valued using third-party pricing vendors are included within either Level 1 or Level 2 of the fair value hierarchy based upon the observability of the inputs used and the level of activity in the market.

The fair value estimates presented herein are based on pertinent information available to management as of September 30, 2022 and 2021. Although management is not aware of any factors that would significantly affect the estimated fair value amounts, such amounts have not been comprehensively revalued for purposes of these consolidated financial statements since that date and current estimates of fair value may differ significantly from the amounts presented herein.

The following tables set forth the Company's financial and nonfinancial assets and liabilities accounted for at fair value, on a recurring basis, as of September 30, 2022 and 2021 by level in the fair value hierarchy. All fair value measurements were performed on a recurring basis as of September 30, 2022 and 2021.

(in millions)	September 30, 2022				
	Level 1	Level 2	Level 3	Netting (1)	Total
Assets:					
Certificates of deposit	\$ 4.0	\$ —	\$ —	\$ —	\$ 4.0
Money market mutual funds	39.5	—	—	—	39.5
Cash and cash equivalents	43.5	—	—	—	43.5
Commodities warehouse receipts	19.7	—	—	—	19.7
U.S. Treasury obligations	786.0	—	—	—	786.0
Securities and other assets segregated under federal and other regulations	805.7	—	—	—	805.7
U.S. Treasury obligations	4,258.5	—	—	—	4,258.5
To be announced ("TBA") and forward settling securities	—	207.6	—	(91.4)	116.2
Foreign government obligations	14.4	—	—	—	14.4
Derivatives	7,714.4	461.4	—	(9,747.7)	(1,571.9)
Deposits with and receivables from broker-dealers, clearing organizations and counterparties, net	11,987.3	669.0	—	(9,839.1)	2,817.2
Receivables from clients, net - Derivatives	67.2	511.6	—	(579.3)	(0.5)
Equity securities	367.9	11.8	—	—	379.7
Corporate and municipal bonds	—	156.8	—	—	156.8
U.S. Treasury obligations	347.6	—	—	—	347.6
U.S. government agency obligations	—	343.0	—	—	343.0
Foreign government obligations	4.8	—	—	—	4.8
Agency mortgage-backed obligations	—	2,588.7	—	—	2,588.7
Asset-backed obligations	—	70.7	—	—	70.7
Derivatives	0.7	694.3	—	(502.4)	192.6
Commodities leases	—	26.4	—	—	26.4
Commodities warehouse receipts	24.9	—	—	—	24.9
Exchange firm common stock	10.6	—	—	—	10.6
Mutual funds and other	17.4	4.1	—	—	21.5
Financial instruments owned	773.9	3,895.8	—	(502.4)	4,167.3
Physical commodities inventory	136.3	223.5	—	—	359.8
Total assets at fair value	\$ 13,813.9	\$ 5,299.9	\$ —	\$ (10,920.8)	\$ 8,193.0
Liabilities:					
Payables to clients - Derivatives	7,722.5	175.4	—	(9,290.3)	(1,392.4)
TBA and forward settling securities	—	154.9	—	(96.9)	58.0
Derivatives	58.7	590.6	—	(651.5)	(2.2)
Payable to broker-dealers, clearing organizations and counterparties	58.7	745.5	—	(748.4)	55.8
Equity securities	299.9	5.7	—	—	305.6
Foreign government obligations	0.5	—	—	—	0.5
Corporate and municipal bonds	—	63.2	—	—	63.2
U.S. Treasury obligations	1,686.5	—	—	—	1,686.5
U.S. government agency obligations	—	24.3	—	—	24.3
Agency mortgage-backed obligations	—	5.4	—	—	5.4
Derivatives	—	779.7	—	(466.3)	313.4
Cash flow hedges	—	70.6	—	—	70.6
Other	—	0.1	—	—	0.1
Financial instruments sold, not yet purchased	1,986.9	949.0	—	(466.3)	2,469.6
Total liabilities at fair value	\$ 9,768.1	\$ 1,869.9	\$ —	\$ (10,505.0)	\$ 1,133.0

(1) Represents cash collateral and the impact of netting across the levels of the fair value hierarchy. Netting among positions classified within the same level are included in that level.

(in millions)	September 30, 2021				
	Level 1	Level 2	Level 3	Netting (1)	Total
Assets:					
Certificates of deposit	\$ 7.9	\$ —	\$ —	\$ —	\$ 7.9
Money market mutual funds	12.9	—	—	—	12.9
Cash and cash equivalents	20.8	—	—	—	20.8
Commodities warehouse receipts	13.9	—	—	—	13.9
U.S. Treasury obligations	0.2	—	—	—	0.2
Securities and other assets segregated under federal and other regulations	14.1	—	—	—	14.1
U.S. Treasury obligations	798.5	—	—	—	798.5
TBA and forward settling securities	—	59.1	—	(40.1)	19.0
Foreign government obligations	12.2	—	—	—	12.2
Derivatives	4,475.8	167.4	—	(4,402.3)	240.9
Deposits with and receivables from broker-dealers, clearing organizations and counterparties, net	5,286.5	226.5	—	(4,442.4)	1,070.6
Receivables from clients, net - Derivatives	—	413.7	—	(411.1)	2.6
Equity securities	512.4	14.6	—	—	527.0
Corporate and municipal bonds	—	150.8	—	—	150.8
U.S. Treasury obligations	433.1	—	—	—	433.1
U.S. government agency obligations	—	327.6	—	—	327.6
Foreign government obligations	—	—	—	—	—
Agency mortgage-backed obligations	—	2,599.8	—	—	2,599.8
Asset-backed obligations	—	110.4	—	—	110.4
Derivatives	0.6	644.1	—	(500.4)	144.3
Commodities leases	—	18.1	—	—	18.1
Commodities warehouse receipts	21.4	—	—	—	21.4
Exchange firm common stock	11.6	—	—	—	11.6
Mutual funds and other	10.5	—	—	—	10.5
Financial instruments owned	989.6	3,865.4	—	(500.4)	4,354.6
Physical commodities inventory	111.2	248.7	—	—	359.9
Total assets at fair value	\$ 6,422.2	\$ 4,754.3	\$ —	\$ (5,353.9)	\$ 5,822.6
Liabilities:					
Accounts payable and other accrued liabilities - contingent liabilities	\$ —	\$ —	\$ 2.8	\$ —	\$ 2.8
Payable to clients - Derivatives	4,413.8	156.1	—	(4,278.4)	291.5
TBA and forward settling securities	—	52.2	—	(39.5)	12.7
Derivatives	63.1	239.4	—	(302.5)	—
Payable to broker-dealers, clearing organizations and counterparties	63.1	291.6	—	(342.0)	12.7
Equity securities	429.9	6.2	—	—	436.1
Corporate and municipal bonds	—	51.1	—	—	51.1
U.S. Treasury obligations	851.2	—	—	—	851.2
Agency mortgage-backed obligations	—	63.4	—	—	63.4
Derivatives	3.2	700.3	—	(335.0)	368.5
Commodities leases	—	0.9	—	—	0.9
Financial instruments sold, not yet purchased	1,284.3	821.9	—	(335.0)	1,771.2
Total liabilities at fair value	\$ 5,761.2	\$ 1,269.6	\$ 2.8	\$ (4,955.4)	\$ 2,078.2

(1) Represents cash collateral and the impact of netting across the levels of the fair value hierarchy. Netting among positions classified within the same level are included in that level.

Realized and unrealized gains and losses are included in *Principal gains, net*, *Interest income*, and *Cost of sales of physical commodities* in the Consolidated Income Statements.

The fair value of an exchange-traded options on futures contract is equal to the unrealized gain or loss on the contract determined by marking the contract to the current settlement price for a like contract on the valuation date of the contract. A settlement price may not be used if the market makes a limit move with respect to a particular options on futures contract or if the contract's underlying experiences significant price fluctuations after the determination of the settlement price. When a

settlement price cannot be used, options on futures contracts will be valued at their fair value as determined in good faith pursuant to procedures adopted by management of the Company.

The Company has classified equity investments in exchange firms' common stock not pledged for clearing purposes as trading securities. The investments are recorded at fair value, with unrealized gains and losses recorded, net of taxes, included in earnings. As of September 30, 2022, the cost and fair value of the equity investments in exchange firms is \$3.7 million and \$10.6 million, respectively. As of September 30, 2021, the cost and fair value of the equity investments in exchange firms was \$3.7 million and \$11.6 million, respectively.

Information on Level 3 Financial Liabilities

The acquisition of Fillmore Advisors, LLC, as further discussed in Note 20, included a contingent consideration arrangement as a component of the purchase price. Pursuant to the contingent consideration agreement, the Company was required to make additional future cash payments based on certain financial performance measures of the acquired business. As of September 30, 2021, the Company had fully satisfied the liability for the contingent consideration. During the year ended September 30, 2021, the Company recorded cash settlements against the liability of \$2.6 million, partially offset by remeasurement losses of \$1.1 million included in *Other expenses* on the Consolidated Income Statements for the year ended September 30, 2021. Remeasurement losses in the year ended September 30, 2020 were \$0.6 million.

The acquisition of Chasing Returns Limited, as further discussed in Note 20, included a contingent consideration arrangement as a component of the purchase price. Pursuant to the contingent consideration agreement, the Company is required to make additional future cash payments based on certain implementation milestones. As of September 30, 2022, the Company had fully satisfied the liability for the contingent consideration, with payments of \$3.6 million made during the year ended September 30, 2022.

Additional Disclosures about the Fair Value of Financial Instruments that are not carried on the Consolidated Balance Sheets at Fair Value

Many, but not all, of the financial instruments that the Company holds are recorded at fair value in the Consolidated Balance Sheets. The following represents financial instruments in which the ending balances at September 30, 2022 and 2021 were not carried at fair value in accordance with U.S. GAAP on our Consolidated Balance Sheets:

Short-term financial instruments: The carrying values of short-term financial instruments, including cash and cash equivalents, cash segregated under federal and other regulations, securities purchased under agreements to re-sell and securities sold under agreements to re-purchase, and securities borrowed and loaned are recorded at amounts that approximate the fair value of these instruments due to their short-term nature and level of collateralization. These financial instruments generally expose the Company to limited credit risk and have no stated maturities or have short-term maturities and carry interest rates that approximate market rates. Under the fair value hierarchy, cash and cash equivalents and cash segregated under federal and other regulations are classified as Level 1. Securities purchased under agreements to re-sell and securities sold under agreements to re-purchase, and securities borrowed and loaned are classified as Level 2 under the fair value hierarchy as they are generally overnight, or short-term in nature, and are collateralized by common stock, U.S. Treasury obligations, U.S. government agency obligations, agency mortgage-backed obligations, and asset-backed obligations.

Receivables and other assets: Deposits with and receivables from broker-dealers, clearing organizations, and counterparties, receivables from clients, net, notes receivables, net and certain other assets are recorded at amounts that approximate fair value due to their short-term nature and are classified as Level 2 under the fair value hierarchy.

Payables: Payables to clients and payables to brokers-dealers, clearing organizations, and counterparties are recorded at amounts that approximate fair value due to their short-term nature. They are classified as Level 2 under the fair value hierarchy.

Lenders under loans: Payables to lenders under loans carry variable rates of interest and thus approximate fair value and are classified as Level 2 under the fair value hierarchy.

Senior secured borrowings, net: Senior secured borrowings, net includes the Company's 8.625% Senior Secured Notes due 2025 (the "Senior Secured Notes"), as further described in Note 11 with a carrying value of \$339.1 million as of September 30, 2022. The carrying value of the Senior Secured Notes represent their principal amounts net of unamortized deferred financing costs and original issue discount. As of September 30, 2022, the Senior Secured Notes had a fair value of \$352.3 million and are classified as Level 2 under the fair value hierarchy.

Note 4 – Financial Instruments with Off-Balance Sheet Risk and Concentrations of Credit Risk

The Company is party to certain financial instruments with off-balance sheet risk in the normal course of its business. The Company has sold financial instruments that it does not currently own and will therefore be obliged to purchase such financial instruments at a future date. The Company has recorded these obligations in the consolidated financial statements as of September 30, 2022 at the fair values of the related financial instruments. The Company will incur losses if the fair value of the underlying financial instruments increases subsequent to September 30, 2022. The total *Financial instruments sold, not yet purchased, at fair value* of \$2,469.6 million as of September 30, 2022 includes \$313.4 million for derivative contracts, which represent a liability to the Company based on their fair values as of September 30, 2022.

Derivatives

The Company utilizes derivative products in its trading capacity as a dealer in order to satisfy client needs and mitigate risk. The Company manages risks from both derivatives and non-derivative cash instruments on a consolidated basis. The risks of derivatives should not be viewed in isolation, but in aggregate with the Company's other trading activities. The Company's derivative positions are included in the Consolidating Balance Sheets in *Deposits with and receivables from broker-dealers, clearing organizations, and counterparties; Receivables from clients, net; Financial instruments owned, net; Financial instruments sold, not yet purchased, at fair value; Payables to clients; and Payables to broker-dealers, clearing organizations and counterparties.*

Listed below are the fair values of the Company's derivative assets and liabilities as of September 30, 2022 and 2021. Assets represent net unrealized gains and liabilities represent net unrealized losses.

(in millions)	September 30, 2022		September 30, 2021	
	Assets ⁽¹⁾	Liabilities ⁽¹⁾	Assets ⁽¹⁾	Liabilities ⁽¹⁾
Derivative contracts not accounted for as hedges:				
Exchange-traded commodity derivatives	\$ 4,520.4	\$ 4,519.3	\$ 3,904.1	\$ 3,904.7
OTC commodity derivatives	756.9	695.6	803.4	761.3
Exchange-traded foreign exchange derivatives	25.6	25.7	119.9	119.9
OTC foreign exchange derivatives	577.1	549.3	216.9	185.5
Exchange-traded interest rate derivatives	2,626.8	2,626.7	245.9	249.0
OTC interest rate derivatives	168.9	205.1	56.4	54.9
Exchange-traded equity index derivatives	609.5	609.5	206.5	206.5
OTC equity and indices derivatives	164.4	95.7	148.5	94.1
TBA and forward settling securities	207.6	154.9	59.1	52.2
Total derivative contracts not accounted for as hedges	9,657.2	9,481.8	5,760.7	5,628.1
Derivative contracts designated as hedging instruments:				
Interest rate swaps	—	48.8	—	—
Foreign currency forwards	—	21.8	—	—
Total derivative contracts designated as hedging instruments	—	70.6	—	—
Gross fair value of derivative contracts	\$ 9,657.2	\$ 9,552.4	\$ 5,760.7	\$ 5,628.1
Impact of netting and collateral	(10,920.8)	(10,505.0)	(5,353.9)	(4,955.4)
Total fair value included in <i>Deposits with and receivables from broker-dealers, clearing organizations, and counterparties, net</i>	\$ (1,455.7)		\$ 259.9	
Total fair value included in <i>Receivables from clients, net</i>	\$ (0.5)		\$ 2.6	
Total fair value included in <i>Financial instruments owned, at fair value</i>	\$ 192.6		\$ 144.3	
Total fair value included in <i>Payables to clients</i>		\$ (1,392.4)		\$ 291.5
Total fair value included in <i>Payables to broker-dealers, clearing organizations and counterparties</i>		\$ 55.8		\$ 12.7
Fair value included in <i>Financial instruments sold, not yet purchased, at fair value</i>		\$ 384.0		\$ 368.5

(1) As of September 30, 2022 and 2021, the Company's derivative contract volume for open positions was approximately 13.3 million and 11.1 million contracts, respectively.

The Company's derivative contracts are principally held in its Institutional, Commercial, and Retail segments. The Company provides its Institutional segment clients access to exchanges at which they can carry out their trading strategies. The Company assists its Commercial segment clients in protecting the value of their future production by entering into option or forward

agreements with them on an OTC basis. The Company also provides its Commercial segment clients with exchange products, including combinations of buying and selling puts and calls. In its Retail segment, the Company provides its retail clients with access to spot foreign exchange, precious metals trading, as well as contracts for difference (“CFD”) and spread bets, where permitted. The Company mitigates its risk by generally offsetting the client’s transaction simultaneously with one of the Company’s trading counterparties or will offset that transaction with a similar but not identical position on the exchange. The risk mitigation of these offsetting trades is not within the documented hedging designation requirements of the Derivatives and Hedging Topic of the ASC. These derivative contracts are traded along with cash transactions because of the integrated nature of the markets for these products. The Company manages the risks associated with derivatives on an aggregate basis along with the risks associated with its proprietary trading and market-making activities in cash instruments as part of its firm-wide risk management policies. In particular, the risks related to derivative positions may be partially offset by inventory, other derivatives, or cash collateral paid or received.

Hedging Activities

The Company uses interest rate derivatives, in the form of swaps, to hedge risk related to variability in overnight rates. These hedges are designated cash flow hedges, through which the Company mitigates uncertainty in its interest income generation by converting floating-rate interest income to fixed-rate interest income. While the swaps mitigate interest rate risk, they do introduce credit risk, which is the possibility that the Company’s trading counterparty fails to meet its obligation. The Company minimizes this risk by entering into its swaps with highly-rated, multi-national institutions. In addition to credit risk, there is market risk associated with the swap positions. The Company’s market risk is limited, because any amounts the Company must pay from having exchanged variable interest will be funded by the variable interest the Company receives on its deposits. As of September 30, 2022, the Company had \$1,500.0 million in notional value of its interest rate contracts hedges. As of September 30, 2022, the Company’s hedges will all mature within 2 years from the end of the current period.

The Company also uses foreign currency derivatives, in the form of forward contracts, to hedge risk related to the variability in exchange rates relative to certain of the Company’s non-USD expenditures. These hedges are designated cash flow hedges, through which the Company mitigates variability in exchange rates by exchanging foreign currency for USD at fixed exchange rates at a pre-determined future date, or several cash flows at several pre-determined future dates. While the forward contracts mitigate exchange rate variability risk, they do introduce credit risk, which is the possibility that the Company’s trading counterparty fails to meet its obligation. The Company minimizes this risk by entering into its forward contracts with highly-rated, multi-national institutions. As of September 30, 2022, the Company had foreign currency forward contracts to purchase British Pound Sterling with notional values in local currency of £168.0 million and USD of \$207.3 million. These hedges will all mature within 2 years from the end of the current period.

The Company assesses the effectiveness of its hedges at each reporting period to identify any required reclassifications into current earnings. During the year ended September 30, 2022, the Company did not designate any portion of its hedges as ineffective and thus did not have any values in current earnings related to ineffective hedges. As of September 30, 2022, \$9.7 million and \$8.9 million of derivative liabilities related to interest rate contracts and foreign currency forward contracts, respectively, are expected to be released from *Other comprehensive income* into current earnings. The Company had no such hedges as of September 30, 2021 or during the year then ended. The fair values of derivative instruments designated for hedging held as of September 30, 2022 are as follow:

(in millions)	September 30, 2022	
	Balance Sheet Location	Fair Value
Liability Derivatives		
Derivatives designated as hedging instruments:		
Interest rate contracts	Financial instruments sold, not yet purchased	\$ 48.8
Foreign currency forward contracts	Financial instruments sold, not yet purchased	21.8
Total derivatives designated as hedging instruments		\$ 70.6

The Condensed Consolidated Income Statement effects of derivative instruments designated for hedging held for the year ended September 30, 2022 are as follow:

(in millions)	Year Ended September 30, 2022	
	Interest Expense	
Total amounts in net income related to hedges		
Interest rate contracts	\$	2.4
Total derivatives designated as hedging instruments	\$	2.4
Loss on cash flow hedging relationships:		
Amount of loss reclassified from accumulated other comprehensive income into income	\$	2.4
Amount reclassified from accumulated other comprehensive income into income as a result of a forecasted transaction that is no longer probable of occurring	\$	—

The accumulated other comprehensive income effects of derivative instruments designated for hedging held for the year ended September 30, 2022 are as follows:

(in millions)	Year Ended September 30, 2022		
	Amount of Loss Recognized in Other Comprehensive Income on Derivatives, net of tax	Location of Loss Reclassified from Accumulated Other Comprehensive Income into Income	Amount of Loss Reclassified from Accumulated Other Comprehensive Income into Income
Derivatives in Cash Flow Hedging Relationships:			
Interest rate contracts	\$ 37.0	Interest Income	\$ 2.4
Foreign currency forward contracts	16.5	N/A	—
Total	\$ 53.5		\$ 2.4

The following table sets forth the Company's net gains/(losses) related to derivative financial instruments for the periods indicated, in accordance with the Derivatives and Hedging Topic of the ASC. The net gains/(losses) set forth below are included in *Principal gains, net* and *Cost of sales of physical commodities* in the Consolidated Income Statements.

(in millions)	Year Ended September 30,		
	2022	2021	2020
Commodities	\$ 303.7	\$ 207.8	\$ 197.3
Foreign exchange	174.4	116.3	38.2
Interest rate, equities, and indices	100.4	80.8	20.4
TBA and forward settling securities	226.8	(6.3)	(49.7)
Net gains from derivative contracts	\$ 805.3	\$ 398.6	\$ 206.2

Credit Risk

In the normal course of business, the Company purchases and sells financial instruments, commodities and foreign currencies as either principal or agent on behalf of its clients. If either the client or counterparty fails to perform, the Company may be required to discharge the obligations of the nonperforming party. In such circumstances, the Company may sustain a loss if the fair value of the financial instrument or foreign currency is different from the contract value of the transaction.

The majority of the Company's transactions and, consequently, the concentration of its credit exposure are with commodity exchanges, clients, broker-dealers and other financial institutions. These activities involve both collateralized and uncollateralized arrangements and may result in credit exposure in the event that a counterparty fails to meet its contractual obligations. The Company's exposure to credit risk can be directly impacted by volatile financial markets, which may impair the ability of counterparties to satisfy their contractual obligations. The Company seeks to control its credit risk through a variety of reporting and control procedures, including establishing credit limits based upon a review of counterparties financial condition and credit ratings. The Company monitors collateral levels on a daily basis for compliance with regulatory and internal guidelines. The Company requests changes in collateral levels as appropriate.

The Company is a party to financial instruments in the normal course of its business through client and proprietary trading accounts in exchange-traded and OTC derivative instruments. These instruments are primarily the execution of orders for commodity futures, options on futures and forward foreign currency contracts on behalf of its clients, substantially all of these transactions occur on a margin basis. Such transactions may expose the Company to significant credit risk in the event margin requirements are not sufficient to fully cover losses which clients may incur. The Company controls the risks associated with these transactions by requiring clients to maintain margin deposits in compliance with individual exchange regulations and

internal guidelines. The Company monitors required margin levels daily and, therefore, may require clients to deposit additional collateral or reduce positions when necessary. The Company also establishes client credit limits, which are monitored daily. The Company evaluates each client's creditworthiness on a case by case basis. Clearing, financing, and settlement activities may require the Company to maintain funds with or pledge securities as collateral with other financial institutions. Generally, these exposures to both clients and counterparties are subject to master netting, or client agreements, which reduce the exposure to the Company by permitting receivables and payables with such clients to be offset in the event of a client default. Management believes that the margin deposits held as of September 30, 2022 and 2021 were adequate to minimize the risk of material loss that could be created by positions held at that time. Additionally, the Company monitors collateral fair value on a daily basis and adjusts collateral levels in the event of excess market exposure.

Derivative financial instruments involve varying degrees of off-balance sheet market risk whereby changes in the fair values of underlying financial instruments may result in changes in the fair value of the financial instruments in excess of the amounts reflected in the Consolidated Balance Sheets. Exposure to market risk is influenced by a number of factors, including the relationships between the financial instruments and the Company's positions, as well as the volatility and liquidity in the markets in which the financial instruments are traded. The principal risk components of financial instruments include, among other things, interest rate volatility, the duration of the underlying instruments and changes in commodity pricing and foreign exchange rates. The Company attempts to manage its exposure to market risk through various techniques. Aggregate market limits have been established and market risk measures are routinely monitored against these limits.

Note 5 – Allowance for Doubtful Accounts

Deposits with and receivables from broker-dealers, clearing organizations, and counterparties, net; receivable from clients, net; and notes receivable, net include allowances for doubtful accounts, which reflect the Company's best estimates of probable losses inherent in the accounts. In determining expected credit losses and establishing its allowance for doubtful accounts, the Company considers a number of factors including, but not limited to, historical collection experience, current and forecasted economic and business conditions, internal and external credit risk ratings, collateral terms, payment terms and aging of the financial asset, as well as specific-identification in certain circumstances. The Company continually reviews its allowance for doubtful accounts.

The allowance for doubtful accounts related to deposits with and receivables from broker-dealers, clearing organizations, and counterparties was \$1.4 million and \$1.3 million as of September 30, 2022 and 2021. The allowance for doubtful accounts related to receivables from clients was \$46.4 million and \$38.5 million as of September 30, 2022 and 2021, respectively. The Company had no allowance for doubtful accounts related to notes receivable as of September 30, 2022 and 2021.

During the years ended September 30, 2022 and September 30, 2021, the Company charged off \$5.6 million and \$5.9 million, respectively, of receivables against the allowance for doubtful accounts. During the year ended September 30, 2020, the Company charged off \$35.6 million of receivables against the allowance for doubtful accounts related to the physical coal business, which the Company exited in the year ended September 30, 2018.

During the year ended September 30, 2022, the Company recorded bad debt expense of \$12.4 million, related to the allowance. The bad debt expense was primarily caused by \$11.6 million of deficits in the Commercial segment, which includes \$2.5 million in physical commodity accounts, and \$2.3 million of client deficits in the Retail segment.

During the year ended September 30, 2021, the Company recorded bad debt expense of \$10.4 million. The bad debt expense was primarily related to \$8.5 million of client OTC derivative account deficits in the Commercial segment, \$0.6 million of client exchange-traded futures and options on futures account deficits in the Institutional segment, \$1.1 million of OTC derivative client account deficits in the Retail segment, and \$0.2 million in the Global Payments segment. \$4.6 million of the bad debt within the Commercial segment related to a particular energy product in the Company's physical energy commodity business.

During the year ended September 30, 2020, the Company recorded bad debt expense, net of recoveries, of \$13.0 million. The bad debt expense during the year ended September 30, 2020 primarily related to \$3.5 million of client OTC derivative account deficits in the Commercial segment, \$5.4 million of client exchange-traded futures and options on futures account deficits in the Institutional segment, and \$0.6 million of OTC derivative client account deficits in the Retail segment. The Company also incurred bad debt expense of \$3.2 million within the Commercial segment related to receivables in the Company's physical energy commodity business.

Activity in the allowance for doubtful accounts for the years ended September 30, 2022, 2021, and 2020 was as follows:

(in millions)	2022	2021	2020
Balance, beginning of year	\$ 39.8	\$ 27.1	\$ 48.6
ASU 2016-13 cumulative transition adjustment	—	8.2	—
Adjusted balance, beginning of year	39.8	35.3	48.6
Provision for bad debts ⁽²⁾	12.4	10.4	13.0
Allowance charge-offs	(5.6)	(5.9)	(35.6)
Other ⁽¹⁾	1.2	—	1.1
Balance, end of year	<u>\$ 47.8</u>	<u>\$ 39.8</u>	<u>\$ 27.1</u>

⁽¹⁾ Allowance increase is related to a recoverable amount due from an affiliated party and recorded in *Other assets* on the Consolidated Balance Sheets.

⁽²⁾ An additional \$3.4 million is included in bad debt expense for the year ended September 30, 2022 on the consolidated income statement, which is not included in the allowance at the year then ended.

Note 6 – Physical Commodities Inventory

The Company's inventories consist of finished physical commodities as shown below.

(in millions)	September 30,	
	2022	2021
Physical Ag & Energy ⁽¹⁾	\$ 223.6	\$ 248.6
Precious metals - held by broker-dealer subsidiary	136.3	111.2
Precious metals - held by non-broker-dealer subsidiaries	153.6	87.7
Physical commodities inventory	<u>\$ 513.5</u>	<u>\$ 447.5</u>

⁽¹⁾ Physical Ag & Energy consists of agricultural commodity inventories, including corn, soybeans, wheat, dried distillers grain, canola, sorghum, coffee, cocoa, cotton, and others. Agricultural inventories have reliable, readily determinable and realizable market prices, have relatively insignificant costs of disposal and are available for immediate delivery. Physical Ag & Energy also includes energy related inventories, including primarily propane, gasoline, and kerosene. The Company records changes to these values in *Cost of sales of physical commodities* on the Consolidated Income Statements.

Note 7 – Property and Equipment, net

Property and equipment is stated at cost, and reported net of accumulated depreciation and amortization on the Consolidated Balance Sheets. Depreciation on property and equipment is generally calculated using the straight-line method over the relevant asset's estimated useful life. The estimated useful lives of property and equipment range from 3 to 10 years. During the years ended September 30, 2022, 2021, and 2020, depreciation expense was \$30.0 million, \$21.3 million, and \$13.3 million respectively.

The Company capitalized \$24.8 million and \$22.3 million of software development costs during the years ended September 30, 2022 and September 30, 2021.

The Company recorded impairment charges of \$5.7 million, which are reflected in *Bad debts, net of recoveries and impairment* on the Consolidated Income Statement for the year ended September 30, 2020.

A summary of property and equipment, at cost less accumulated depreciation and amortization as of September 30, 2022 and 2021 is as follows:

(in millions)	September 30,	
	2022	2021
Property and equipment:		
Furniture and fixtures	\$ 16.0	\$ 15.0
Software	34.4	30.0
Equipment	45.3	44.1
Leasehold improvements	43.3	43.9
Capitalized software development	47.1	22.3
Total property and equipment	186.1	155.3
Less: accumulated depreciation and amortization	(73.2)	(62.0)
Property and equipment, net	\$ 112.9	\$ 93.3

Note 8 – Goodwill

Goodwill allocated to the Company's operating segments as of September 30, 2022 and 2021 is as follows:

(in millions)	September 30,	
	2022	2021
Commercial	\$ 32.6	\$ 32.5
Institutional	9.8	9.8
Retail	5.8	5.8
Global Payments	10.0	10.0
Total Goodwill	\$ 58.2	\$ 58.1

The Company recorded \$0.1 million and \$0.2 million in foreign exchange revaluation adjustments on goodwill for the years ended September 30, 2022 and 2021, respectively.

Note 9 – Intangible Assets

The Company recorded \$0.2 million of customer base assets related to a purchased client list and wrote off \$11.1 million of fully amortized intangible assets during the year ended September 30, 2022.

The gross and net carrying values of intangible assets as of the balance sheet dates, by major intangible asset class are as follows (in millions):

	September 30, 2022			September 30, 2021		
	Gross Amount	Accumulated Amortization	Net Amount	Gross Amount	Accumulated Amortization	Net Amount
Intangible assets subject to amortization:						
Trade/domain names	\$ 3.7	\$ (1.6)	\$ 2.1	\$ 3.7	\$ (0.9)	\$ 2.8
Software programs/platforms	28.3	(19.4)	8.9	31.4	(13.3)	18.1
Customer base	29.5	(18.0)	11.5	37.7	(21.7)	16.0
Total intangible assets subject to amortization	61.5	(39.0)	22.5	72.8	(35.9)	36.9
Intangible assets not subject to amortization						
Website domains	1.8	—	1.8	2.1	—	2.1
Business licenses	3.7	—	3.7	3.7	—	3.7
Total intangible assets not subject to amortization	5.5	—	5.5	5.8	—	5.8
Total intangible assets	\$ 67.0	\$ (39.0)	\$ 28.0	\$ 78.6	\$ (35.9)	\$ 42.7

Amortization expense related to intangible assets was \$14.4 million, \$15.1 million, and \$5.8 million for the years ended September 30, 2022, 2021, and 2020, respectively.

As of September 30, 2022, estimated future amortization expense was as follows:

(in millions)	
Fiscal 2023	\$ 12.6
Fiscal 2024	5.0
Fiscal 2025	1.9
Fiscal 2026	1.2
Fiscal 2027 and thereafter	1.8
	\$ 22.5

Note 10 - Leases

The Company leases office space under non-cancelable operating leases with third parties as of September 30, 2022. Leases with an initial term of twelve months or less are not recorded on the Consolidated Balance Sheets and the Company recognizes lease expense for these leases on a straight-line basis over the lease term. Certain office space leases include one or more options to renew, with renewal terms that can extend the lease term from three to ten years, and some of which include the Company's option to terminate the leases within two years of the balance sheet date. The Company has not considered any renewal options in the lease terms of its office space leases as the Company does not believe it is reasonably certain that any of the rights will be exercised. In determining the term of certain office space leases, the Company has not included periods after termination date, if the Company holds a termination option and believes it is reasonably certain to exercise.

As the office space leases do not provide an implicit rate, the Company applies a collateralized incremental borrowing rate based on information available at lease commencement date in determining the present value of lease payments. For office space leases executed by subsidiaries, including foreign subsidiaries, the Company has applied its incremental borrowing rate. The Company believes this is a reasonable approach as its subsidiaries either do not have their own treasury functions or the credit facilities available to its subsidiaries do not permit financing of right-of-use assets. Additionally, in certain instances, the parent company provides a guaranty of the lease payments to the lessor under office space leases executed by its subsidiaries. The Company believes that pricing subsidiary leases is more significantly influenced by the credit standing of the parent company than that of its subsidiaries.

Certain office space leases contain variable lease payments related to fair market rent adjustments and local inflation index measures. The Company estimates variable lease payments based upon information available at lease commencement date in determining the present value of lease payments.

The Company has elected to not separate lease components from nonlease components for all office space leases. The Company does not have any financing leases as of September 30, 2022. Operating lease expense is recognized on a straight-line basis over the lease term and is reported within *Occupancy and equipment rental* on the Consolidated Income Statements.

As of September 30, 2022 and 2021, the Company recorded operating lease right-of-use assets of \$121.8 million and \$125.3 million, respectively, and operating lease liabilities of \$143.0 million and \$146.6 million, respectively.

The following table presents operating lease costs and other related information as of and for the fiscal year ended September 30, 2022 and 2021 (in millions, except as stated):

	Year Ended September 30,	
	2022	2021
Operating lease costs ⁽¹⁾	\$ 25.7	\$ 25.5
Supplemental cash flow information and non-cash activity:		
Cash paid for amounts included in the measurement of operating lease liabilities	\$ 16.4	\$ 16.8
Right-of-use assets obtained in exchange for operating lease liabilities	\$ 12.4	\$ 36.2
Lease term and discount rate information:		
Weighted average remaining lease term (years)	10.9	11.5
Weighted average discount rate	4.3 %	4.0 %

⁽¹⁾ Includes short-term leases and variable lease costs, which are immaterial.

The maturities of the lease liabilities are as follows as of September 30, 2022 (in millions):

2023	\$	17.2
2024		17.0
2025		15.8
2026		16.1
2027		15.8
After 2027		97.8
Total lease payments		179.7
Less: interest		36.7
Present value of lease liabilities	\$	143.0

Note 11 – Credit Facilities

Committed Credit Facilities

The Company has four committed credit facilities under which the Company and its subsidiaries may borrow up to \$1,000.0 million, subject to the terms and conditions for these facilities. The amounts outstanding under these credit facilities carry variable rates of interest, thus approximating fair value. The Company's committed credit facilities consist of the following:

- A three-year \$475.0 million first-lien senior secured syndicated loan facility is available to the Company for general working capital requirements and capital expenditures. The facility was amended on April 21, 2022 to replace the \$236.1 million revolving credit facility and \$165.4 million Term Loan A facility, values as of March 31, 2022, with a \$475.0 million revolving credit facility and extend the maturity date to April 21, 2025. Prior to the amendment, the Company was required to make quarterly principal payments against the Term Loan equal to 1.25% of the original balance. During the year ended September 30, 2022, prior to its replacement, the Company made scheduled quarterly principal payments against the Term Loan equal to \$4.9 million.

The revolving credit facility is secured by a first priority lien on substantially all of the assets of the Company and those of the Company's subsidiaries that guarantee the credit facility. Per the terms of the amended facility, the commitment fees and interest rates are subject to decrease if the Company's consolidated leverage ratio, as defined, decreases below certain thresholds. As of September 30, 2022, unused portions of the loan facility require a commitment fee of up to 0.625% on the unused commitment. The revolving credit facility is subject to variable rates of interest. As of September 30, 2022, borrowings under the facility bear interest at the Secured Overnight Financing Rate ("SOFR"), as defined, plus 3.00% or the Base Rate, as defined, plus 2.00%. Borrowings under the Base Rate and SOFR options were subject to interest rates of 8.25% and 6.15%, respectively, as of September 30, 2022. The agreement contains financial covenants related to consolidated tangible net worth, consolidated funded debt to net worth ratio, consolidated fixed charge coverage ratio and consolidated net unencumbered liquid assets, as defined. The Company was in compliance with all covenants under the loan facility as of September 30, 2022.

- An unsecured committed line of credit under which \$75.0 million is available to the Company's wholly owned subsidiary, StoneX Financial Inc to provide short term funding of margin to commodity exchanges as necessary. This line of credit is subject to annual review, and the continued availability of this line of credit is subject to StoneX Financial Inc's financial condition and operating results continuing to be satisfactory as set forth in the agreement. Unused portions of the margin line require a commitment fee of 0.5% on the unused commitment. Borrowings under the margin line are on a demand basis and bear interest at the Base Rate, as defined, plus 2.00%, which was 5.75% as of September 30, 2022. The agreement contains financial covenants related to StoneX Financial Inc's tangible net worth, excess net capital, and maximum net loss over a trailing twelve month period, as defined. StoneX Financial Inc was in compliance with these covenants as of September 30, 2022. The facility is guaranteed by the Company.
- A syndicated committed borrowing facility available to the Company's wholly owned subsidiary, StoneX Commodity Solutions LLC, to finance commodity financing arrangements and commodity repurchase agreements. The facility was amended on July 28, 2022 to increase the amount available from \$325.0 million to \$400.0 million and extend the maturity date to July 28, 2024. The facility is secured by the assets of StoneX Commodity Solutions, and guaranteed by the Company. Unused portions of the borrowing facility require a commitment fee of 0.35% on the unused commitment. The borrowings outstanding under the facility bear interest at a rate per annum equal to the SOFR plus Applicable Margin, as defined, or the Base Rate plus Applicable Margin, as defined. Borrowings under the Base Rate and SOFR options were subject to interest rates of 6.25% and 5.41%, respectively, as of September 30, 2022. The agreement contains financial covenants related to tangible net worth, as defined. StoneX Commodity Solutions was in compliance with this covenant as of September 30, 2022.
- An unsecured syndicated committed borrowing facility under which \$50.0 million is available to the Company's wholly owned subsidiary, StoneX Financial Ltd for short term funding of margin to commodity exchanges. The borrowings outstanding under the facility bear interest at a rate per annum equal to 2.50% plus SOFR, as defined. The agreement contains financial covenants related to net tangible assets, as defined. StoneX Financial Ltd was in compliance with this covenant as of September 30, 2022. The facility is guaranteed by the Company. During November 2022, the facility was renewed to extend the maturity date to October 14, 2023.

Uncommitted Credit Facilities

During the year ended September 30, 2022, the Company executed a secured, uncommitted loan facility, under which StoneX Financial Ltd may borrow up to \$45.0 million, collateralized by commodities warehouse receipts, to facilitate the financing of inventory of commodities, subject to certain terms and conditions of the credit agreement. There were \$0.0 million and \$25.0 million in borrowings outstanding under this credit facility as of September 30, 2022 and 2021, respectively.

The Company has a secured, uncommitted loan facility, under which StoneX Financial Inc may borrow up to \$75.0 million, collateralized by commodities warehouse receipts, to facilitate U.S. commodity exchange deliveries of its clients, subject to certain terms and conditions of the credit agreement. There were no borrowings outstanding under this credit facility at September 30, 2022 and 2021.

The Company has a secured, uncommitted loan facility, under which StoneX Financial Inc. may borrow for short term funding of proprietary and client securities margin requirements, subject to certain terms and conditions of the agreement. The uncommitted amount available to be borrowed is not specified, and all requests for borrowing are subject to the sole discretion of the lender. The borrowings are secured by first liens on Company owned marketable securities or client owned securities which have been pledged to the Company. The amounts borrowed under the facilities are payable on demand. There were no borrowings outstanding under this credit facility as of September 30, 2022 and 2021.

The Company has secured uncommitted loan facilities under which StoneX Financial Inc may borrow up to \$100.0 million for short term funding of proprietary and client securities margin requirements, subject to certain terms and conditions of the agreement. The borrowings are secured by first liens on Company owned marketable securities or client owned securities which have been pledged to the Company. The amounts borrowed under the facilities are payable on demand. There were no borrowings outstanding under this credit facility as of September 30, 2022 and 2021.

Note Payable to Bank

In December 2020, the Company obtained a \$9.0 million loan from a commercial bank, secured by equipment purchased with the proceeds. The note is payable in monthly installments, with the final payment due during December 2025. The note bears interest at a rate per annum equal to the Index rate, as defined in the agreement, plus 2.35%.

Senior Secured Notes

In June 2020, the Company issued \$350 million in aggregate principal amount of its 8.625% Senior Secured Notes due 2025 (the “Senior Secured Notes”) at the offering price of 98.5% of the aggregate principal amount. The Company used the proceeds from the sale of the Senior Secured Notes to fund the preliminary cash consideration for the acquisition of Gain on the closing date, as further discussed in Note 20, to pay certain related transaction fees and expenses, and to fund the repayment of Gain’s 5.00% Convertible Senior Notes due 2022 (the “Gain Notes”).

The Senior Secured Notes are fully and unconditionally guaranteed, jointly and severally, on a senior second lien secured basis, by certain subsidiaries of the Company that guarantee the Company’s senior committed credit facility and by Gain and certain of its domestic subsidiaries.

The Senior Secured Notes will mature on June 15, 2025. Interest on the Senior Secured Notes accrues at a rate of 8.625% per annum and is payable semiannually in arrears on June 15 and December 15 of each year. The Company incurred debt issuance costs of \$9.5 million in connection with the issuance of the Senior Secured Notes, which are being amortized over the term of the Senior Secured Notes under the effective interest method. At any time on or after June 15, 2022, the Company may redeem the Senior Secured Notes, in whole or in part, at the redemption prices set forth in the indenture.

During the year ended September 30, 2021, the Company redeemed \$1.6 million of the principal amount of the outstanding Senior Secured Notes, for 103% of the principal amount, plus accrued and unpaid interest.

During the year ended September 30, 2022, the Company redeemed the remaining \$0.5 million of the principal amount of the Gain Notes.

The following table sets forth a listing of credit facilities, the current committed amounts as of the report date on the facilities, and outstanding borrowings on the facilities as well as indebtedness on a promissory note and the Senior Secured Notes as of the periods indicated:

(in millions)

Borrower	Security	Renewal/Expiration Date	Total Commitment	Amounts Outstanding	
				September 30, 2022	September 30, 2021
Committed Credit Facilities					
Term Loan	(1)	N/A	\$ —	\$ — (4)	\$ 170.1
Revolving Line of Credit	(1)	April 21, 2025	475.0 (5)	260.0	—
Senior StoneX Group Inc. Committed Credit Facility			475.0	260.0	170.1
StoneX Financial Inc.	None	March 31, 2023	75.0 (5)	—	—
StoneX Commodity Solutions LLC	Certain commodities assets	July 28, 2024	400.0 (5)	217.0	215.0
StoneX Financial Ltd.	None	October 14, 2023	50.0 (5)	—	—
			<u>\$ 1,000.0</u>	<u>\$ 477.0</u>	<u>\$ 385.1</u>
Uncommitted Credit Facilities					
StoneX Financial Inc.	Commodities warehouse receipts and certain pledged securities	n/a	n/a (5)	—	—
StoneX Financial Ltd.	Commodities warehouse receipts	n/a	n/a (5)	—	25.0
Notes payable to bank	Certain equipment		(5)	8.1	8.6
Senior Secured Notes	(2)		(4)	339.1 (3)	336.9
Total outstanding borrowings				<u>\$ 824.2</u>	<u>\$ 755.6</u>

(1) The StoneX Group Inc. committed credit facility is secured by substantially all of the assets of StoneX Group Inc. and certain subsidiaries identified in the credit facility agreement as obligors, and pledged equity of certain subsidiaries identified in the credit facility as limited guarantors

(2) The Senior Secured Notes and the related guarantees are secured by liens on substantially all of the Company’s and the guarantors’ assets, subject to certain customary and other exceptions and permitted liens. The liens on the assets that secure the Senior Secured Notes and the related guarantees are contractually subordinated to the liens on the assets that secure the Company’s and the guarantors’ existing and future first lien secured indebtedness, including indebtedness under the Company’s senior committed credit facility.

(3) Amounts outstanding under the Senior Secured Notes are reported net of unamortized deferred financing costs and original issue discount of \$8.8 million.

(4) Included in *Senior secured borrowings, net* on the Consolidated Balance Sheets.

(5) Included in *Lenders under loans* on the Consolidated Balance Sheets.

As reflected above, one of the Company's committed credit facilities is scheduled to expire during the year ending September 30, 2023. The Company intends to renew or replace this facility as it expires, and based on the Company's liquidity position and capital structure, the Company believes it will be able to do so.

Note 12 – Securities and Commodity Financing Transactions

The Company enters into securities purchased under agreements to resell, securities sold under agreements to repurchase, securities borrowed and securities loaned transactions to, among other things, fund principal debt trading, acquire securities to cover short positions, acquire securities for settlement, and to accommodate counterparties' needs under matched-book trading strategies. These agreements are recorded as collateralized financings at their contractual amounts plus accrued interest. The related interest is recorded in the Consolidated Income Statements as *Interest income* or *Interest expense*, as applicable. In connection with these agreements and transactions, it is the Company's policy to receive or pledge cash or securities to adequately collateralize such agreements and transactions in accordance with relevant contractual terms. The collateral is valued daily and the Company may require counterparties to deposit additional collateral or return collateral pledged.

The Company pledges financial instruments owned to collateralize repurchase agreements. At September 30, 2022 and 2021, financial instruments owned, at fair value of \$2,372.3 million and \$843.3 million, respectively, were pledged as collateral under repurchase agreements. The financial instruments owned that have been pledged as collateral have been parenthetically disclosed on the Consolidated Balance Sheets.

In addition, as of September 30, 2022 and 2021, the Company pledged financial instruments owned, at fair value of \$822.5 million and \$2,359.6 million, respectively, to cover collateral requirements for tri-party repurchase agreements. These securities have not been parenthetically disclosed on the Consolidated Balance Sheets since the counterparties do not have the right to sell or repledge the collateral. The Company also repledged securities received under reverse repurchase agreements of \$2,965.3 million and \$1,157.9 million, respectively in the two years, to cover collateral requirements for tri-party repurchase agreements.

The Company also has repledged securities borrowed and client securities held under custodial clearing arrangements to collateralize securities loaned agreements with a fair value of \$1,146.0 million and \$2,097.6 million as of September 30, 2022 and 2021, respectively.

At September 30, 2022 and 2021, the Company had accepted collateral that it is permitted by contract to sell or repledge. This collateral consists primarily of securities received in reverse repurchase agreements, securities borrowed agreements, and margin securities held on behalf of correspondent brokers. The fair value of such collateral at September 30, 2022 and 2021 was \$5,836.1 million and \$4,399.8 million, respectively, of which \$1,615.3 million and \$1,031.1 million, respectively, was used to cover securities sold short which are recorded in *Financial instruments sold, not yet purchased, at fair value* on the Consolidated Balance Sheets. In the normal course of business, this collateral is used by the Company to cover financial instruments sold, not yet purchased, to obtain financing in the form of repurchase agreements, and to meet counterparties' needs under lending arrangements and matched-book trading strategies.

The following tables provide the contractual maturities of gross obligations under repurchase and securities lending agreements as of the periods indicated (in millions):

	September 30, 2022					Total
	Overnight and Open	Less than 30 Days	30-90 Days	Over 90 Days		
Securities sold under agreements to repurchase	\$ 3,664.7	\$ 2,279.1	\$ 186.3	3.4	\$	6,133.5
Securities loaned	1,189.5	—	—	—		1,189.5
Gross amount of secured financing	\$ 4,854.2	\$ 2,279.1	\$ 186.3	3.4	\$	7,323.0

	September 30, 2021					Total
	Overnight and Open	Less than 30 Days	30-90 Days	Over 90 Days		
Securities sold under agreements to repurchase	\$ 2,949.8	\$ 973.4	\$ 137.5	280.2	\$	4,340.9
Securities loaned	2,153.6	—	—	—		2,153.6
Gross amount of secured financing	\$ 5,103.4	\$ 973.4	\$ 137.5	280.2	\$	6,494.5

The following table provides the underlying collateral types of the gross obligations under repurchase and securities lending agreements as of the periods indicated (in millions):

	September 30,	
	2022	2021
Securities sold under agreements to repurchase		
U.S. Treasury obligations	\$ 1,311.0	\$ 106.8
U.S. government agency obligations	604.1	354.6
Asset-backed obligations	178.0	255.9
Agency mortgage-backed obligations	3,762.5	3,536.2
Foreign government obligations	97.2	—
Corporate bonds	180.7	87.4
Total securities sold under agreement to repurchase	\$ 6,133.5	\$ 4,340.9
Securities loaned		
Equity securities	\$ 1,189.5	\$ 2,153.6
Total securities loaned	1,189.5	2,153.6
Gross amount of secured financing	\$ 7,323.0	\$ 6,494.5

The following tables provide the netting of securities purchased under agreements to resell, securities sold under agreements to repurchase, securities borrowed and securities loaned as of the periods indicated (in millions):

	September 30, 2022		
	Gross Amounts Recognized	Amounts Offset in the Consolidated Balance Sheet	Net Amounts Presented in the Consolidated Balance Sheet
Offsetting of collateralized transactions:			
Securities purchased under agreements to resell	\$ 4,609.9	\$ (2,937.9)	\$ 1,672.0
Securities borrowed	\$ 1,209.8	\$ —	\$ 1,209.8
Securities sold under agreements to repurchase	\$ 6,133.5	\$ (2,937.9)	\$ 3,195.6
Securities loaned	\$ 1,189.5	\$ —	\$ 1,189.5
September 30, 2021			
Offsetting of collateralized transactions:			
Securities purchased under agreements to resell	\$ 2,239.9	\$ —	\$ 2,239.9
Securities borrowed	\$ 2,163.1	\$ —	\$ 2,163.1
Securities sold under agreements to repurchase	\$ 4,340.9	\$ —	\$ 4,340.9
Securities loaned	\$ 2,153.6	\$ —	\$ 2,153.6

Note 13 – Commitments and Contingencies

Legal and Regulatory Proceedings

Certain conditions may exist as of the date the financial statements are issued, which may result in a loss to the Company but which will only be resolved when one or more future events occur or fail to occur. The Company assesses such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal and regulatory proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal or regulatory proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred at the date of the financial statements and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the

range of possible loss if determinable and material, would be disclosed. Neither accrual nor disclosure is required for loss contingencies that are deemed remote. The Company accrues legal fees related to contingent liabilities as they are incurred.

From time to time and in the ordinary course of business, the Company is involved in various legal actions and proceedings, including tort claims, contractual disputes, employment matters, workers' compensation claims and collections. The Company carries insurance that provides protection against certain types of claims, up to the limits of the respective policy. Additionally, the Company is subject to extensive regulation and supervision by U.S. federal and international governmental agencies and various self-regulatory organizations. The Company and its advisors periodically engage with such regulatory agencies and organizations, in the context of examinations or otherwise, to respond to inquiries, informational requests, and investigations. From time to time, such engagements result in regulatory complaints or other matters, the resolution of which can include fines and other remediation.

As of September 30, 2022 and 2021, the Consolidated Balance Sheets include loss contingency accruals, recorded during and prior to these years then ended, which are not material, individually or in the aggregate, to the Company's financial position or liquidity. Management does not currently believe exposure from loss contingencies in excess of the amounts accrued, and in addition to the possible losses discussed below, to be material to the Company's earnings, financial position or liquidity.

The following is a summary of a significant legal matter involving the Company:

OptionSellers

In November 2018, balances in approximately 300 client accounts of the FCM division of the Company's wholly owned subsidiary, StoneX Financial Inc., declined below required maintenance margin levels and into deficit balances, primarily as a result of significant and unexpected price fluctuations in the natural gas markets. All positions in these accounts, which were managed by OptionSellers.com Inc. ("OptionSellers"), an independent Commodity Trading Advisor ("CTA"), were liquidated in accordance with StoneX Financial Inc.'s client agreements and obligations under market regulation standards.

A CTA is registered with the U.S. Commodity Futures Trading Commission ("CFTC") and a member of, and subject to audit by, the National Futures Association ("NFA"). OptionSellers was registered under a CFTC Rule 4.7 exemption for providing services only to "qualified eligible persons," which requires the account holders authorizing OptionSellers to act as their CTA to meet or exceed certain minimum financial requirements. OptionSellers, in its role as a CTA, had been granted by each of its clients full discretionary authority to manage the trading in the clients' accounts, while StoneX Financial Inc. acted solely as the clearing firm in its role as the FCM.

StoneX Financial Inc.'s client agreements hold account holders liable for all losses in their accounts and obligate the account holders to reimburse StoneX Financial Inc. for any deficits in their accounts. As of September 30, 2022, the receivable from these client accounts, net of collections and other allowable deductions (the "Net Client Accounts Receivable"), was \$25.9 million, with no individual account receivable exceeding \$1.4 million. As of September 30, 2022, the allowance against these uncollected balances was \$7.6 million. The Company is pursuing collection of the uncollected balances through arbitration proceedings against the account holders. The Company will consider developments in these proceedings, and any other relevant matters, in determining whether any changes in the allowance against the uncollected balances are required.

In these and other arbitration proceedings, clients are seeking damages from StoneX Financial Inc. relating to the trading losses in their accounts.

During the year ended September 30, 2022, the Company resolved several of these arbitration claims through arbitration decisions and privately negotiated settlements. All of the arbitration panels that issued decisions during the year awarded StoneX Financial Inc. the full amount of the uncollected balances. A portion of the panels also awarded relief to account holders. The amount of relief awarded was not material to the Company, individually or in the aggregate. As noted, several of the arbitrations were resolved through privately negotiated settlement, pursuant to which the account holders agreed to pay some or all of their outstanding deficit balances. In October 2022, the Company reached an additional privately negotiated settlement of an arbitration proceeding, pursuant to which the account holders agreed to pay all of their outstanding deficit balances and the Company made certain immaterial payments to the account holders. The Company intends to continue vigorously pursuing claims through arbitration and settling cases in what the Company determines to be appropriate circumstances. The ultimate outcome of remaining arbitrations cannot presently be determined.

Depending on future collections and the outcomes of arbitration proceedings, any provisions for bad debts and actual losses may or may not be material to the Company's financial results. However, the Company believes that the likelihood of a material adverse outcome is remote, and does not currently believe that any potential losses related to this matter would impact its ability to comply with its ongoing liquidity, capital, and regulatory requirements.

Contractual Commitments

Purchase Commitments

The Company determines an estimate of contractual purchase commitments in the ordinary course of business primarily for the purchase of precious metals and agricultural and energy commodities. Unpriced contract commitments have been estimated using September 30, 2022 fair values. Purchase commitments and other obligations as of September 30, 2022 for less than one year, one to three years, three to five years, and after five years were \$7,595.3 million, \$882.4 million, \$52.6 million, and \$108.4 million respectively. The purchase commitments for less than one year will be offset by corresponding sales commitments of \$8,253.9 million.

Exchange Member Guaranties

The Company is a member of various exchanges that trade and clear futures and option contracts. The Company is also a member of and provides guaranties to securities clearinghouses and exchanges in connection with client trading activities. Associated with its memberships, the Company may be required to pay a proportionate share of the financial obligations of another member who may default on its obligations to the exchanges. While the rules governing different exchange memberships vary, in general the Company's guaranty obligations would arise only if the exchange had previously exhausted its resources. In addition, any such guaranty obligation would be apportioned among the other non-defaulting members of the exchange. Any potential contingent liability under these arrangements is not quantifiable and could exceed the cash and securities posted to the clearinghouse as collateral.

The Company has not recorded any contingent liability in the consolidated financial statements for these agreements and believes that any potential requirement to make payments under these agreements is remote.

Self-Insurance

The Company self-insures its medical and dental claims costs up to a stop loss amount, for eligible participating employees and retirees, and for qualified dependents, subject to deductibles and limitations. Liabilities are recognized based on claims filed and an estimate of claims incurred but not reported. The Company has purchased stop-loss coverage to limit its exposure on a per claim basis and in aggregate in the event that aggregated actual claims would exceed 120% of the actuarial estimate. The Company is insured for covered costs in excess of these limits. Although the ultimate outcome of these matters may exceed the amounts recorded and additional losses may be incurred, the Company does not believe that any additional potential exposure for such liabilities will have a material adverse effect on the Company's consolidated financial position or results of operations. As of September 30, 2022 and 2021, the Company had \$1.3 million and \$1.2 million, respectively, accrued for self-insured medical and dental claims included in *Accounts payable and other liabilities* in the Consolidated Balance Sheets.

Note 14 – Accumulated Other Comprehensive Loss, Net

Comprehensive income consists of net income and other gains and losses affecting stockholders' equity that, under U.S. GAAP, are excluded from net income. Other comprehensive loss and income includes losses on cash flow hedges, net actuarial gains and losses from defined benefit pension plans, and gains and losses on foreign currency translations.

The following table summarizes the changes in accumulated other comprehensive loss for the years ended September 30, 2022, 2021, and 2020.

(in millions)	Foreign Currency Translation Adjustment	Pension Benefits Adjustment	Cash Flow Hedge	Accumulated Other Comprehensive Loss, net
Balances as of September 30, 2019	\$ (31.5)	\$ (3.3)	\$ —	\$ (34.8)
ASU 2018-02 cumulative transition adjustment	—	(0.7)	—	(0.7)
Adjusted balances as of September 30, 2019	(31.5)	(4.0)	—	(35.5)
Other comprehensive loss	(4.5)	(0.2)	—	(4.7)
Amounts reclassified from AOCI, net of tax	—	0.1	—	0.1
Other comprehensive loss, net of tax	(4.5)	(0.1)	—	(4.6)
Balances as of September 30, 2020	\$ (36.0)	\$ (4.1)	\$ —	\$ (40.1)
Other comprehensive income	13.3	1.5	—	14.8
Amounts reclassified from AOCI, net of tax	—	0.2	—	0.2
Other comprehensive income, net of tax	13.3	1.7	—	15.0
Balances as of September 30, 2021	\$ (22.7)	\$ (2.4)	\$ —	\$ (25.1)
Other comprehensive loss	(11.7)	(0.3)	(53.5)	(65.5)
Other comprehensive loss, net of tax	(11.7)	(0.3)	(53.5)	(65.5)
Balances as of September 30, 2022	\$ (34.4)	\$ (2.7)	\$ (53.5)	\$ (90.6)

Note 15 – Revenue from Contracts with Clients

The Company’s revenues from contracts with clients subject to FASB ASC 606, Revenue from Contracts with Customers (“Topic 606”) represent approximately 5.5%, 5.0%, and 0.9% of the Company’s total revenues for the years ended September 30, 2022, 2021, and 2020, respectively.

Revenues within the scope of Topic 606 are presented within *Commission and clearing fees* and *Consulting, management, and account fees* on the Consolidated Income Statements. Revenues that are not within the scope of Topic 606 are presented within *Sales of physical commodities, Principal gains, net*, and *Interest income* on the Consolidated Income Statements.

The following table represents a disaggregation of the Company’s total revenues separated between revenues from contracts with clients and other sources of revenue for the periods indicated (in millions):

	Year Ended September 30,		
	2022	2021	2020
Revenues from contracts with clients:			
Commission and clearing fees:			
Sales-based:			
Exchange-traded futures and options	\$ 210.7	\$ 190.6	\$ 143.7
OTC derivative brokerage	16.8	15.9	19.7
Equities and fixed income	62.9	60.5	39.9
Mutual funds	4.1	5.5	5.2
Insurance and annuity products	9.3	9.7	8.4
Other	3.1	2.3	1.4
Total sales-based commission	306.9	284.5	218.3
Trailing:			
Mutual funds	14.1	14.5	12.9
Insurance and annuity products	16.0	17.0	15.3
Total trailing commission	30.1	31.5	28.2
Clearing fees	153.2	150.9	139.0
Trade conversion fees	11.5	11.2	8.9
Other	6.2	9.1	9.2
Total commission and clearing fees	507.9	487.2	403.6
Consulting, management, and account fees:			
Underwriting fees	0.5	0.6	0.6
Asset management fees	43.9	38.3	31.3
Advisory and consulting fees	30.9	24.9	22.2
Sweep program fees	13.1	3.0	9.5
Client account fees	16.0	15.8	12.3
Other	6.9	8.4	7.8
Total consulting, management, and account fees	111.3	91.0	83.7
Sales of physical commodities:			
Precious metals retail sales	2,988.3	1,541.3	—
Total revenues from contracts with clients	\$ 3,607.5	\$ 2,119.5	\$ 487.3
Method of revenue recognition:			
Point-in-time	\$ 3,489.5	\$ 2,021.8	\$ 396.1
Time elapsed	118.0	97.7	91.2
Total revenues from contracts with clients	3,607.5	2,119.5	487.3
Other sources of revenues			
Physical precious metals trading	57,404.3	37,250.4	51,598.5
Physical agricultural and energy product trading	3,660.0	2,169.9	1,300.7
Principal gains, net	1,145.2	892.0	622.2
Interest income	219.0	102.4	130.9
Total revenues	\$ 66,036.0	\$ 42,534.2	\$ 54,139.6

The substantial majority of the Company’s performance obligations for revenues from contracts with clients are satisfied at a point in time and are typically collected from clients by debiting client trading accounts with the Company.

Commission and clearing fee revenue and consulting, management, and account fees revenue are primarily related to the Commercial, Institutional and Retail reportable segments. Principal gains, net are contributed by all of the Company's reportable segments. Interest income is primarily related to the Commercial and Institutional reportable segments. Precious metals trading and agricultural and energy product trading revenues are primarily related to the Commercial reportable segment. Precious metals retail sales revenues are primarily related to the Retail reportable segment.

Commission and Clearing Fees

Commission revenue represents sales and brokerage commissions generated by internal brokers, introducing broker-dealers, or registered investment advisors of introducing-broker dealers for their clients' trading activity in futures, options on futures, OTC derivatives, fixed income securities, equity securities, mutual funds, and annuities. The Company views the selling, distribution, and marketing, or any combination thereof, of mutual funds and insurance and annuity products to clients on the Company's registered investment advisor ("RIA") platform as a single performance obligation to the product sponsors.

The Company is the principal for commission revenue, as it is responsible for executing client purchases and sales, and maintaining relationships with product sponsors for trailing commissions. Introducing broker dealers and registered investment advisors assist the Company in performing its obligations. Accordingly, total commission revenues are reported on a gross basis.

The Company primarily generates commission revenue on exchange-traded derivatives, OTC derivatives, and securities. Exchange-traded and OTC derivative commissions are recognized at a point in time on the trade date when the client, either directly or through the use of an internal broker or introducing broker, requests the clearance and execution of a trade. Securities commissions are either sale-based commissions that are recognized at a point in time on the trade date or trailing commission that are recognized over time as earned. Sales-based securities commissions are typically a flat fee per security transaction and in certain instances are based on a percentage of the trade date transaction value.

Trailing commission revenue is generally based on a percentage of the periodic fair value of clients' investment holdings in trail-eligible assets, and is recognized over the period during which services, such as on-going support, are performed. As trailing commission revenue is based on the fair value of clients' investment holdings in trail-eligible assets. This variable consideration is constrained until the fair value of trail-eligible assets is determinable.

Clearing fees generally represent transaction based fees charged by the various exchanges and clearing organizations at which the Company or one of its clearing brokers is a member for the privilege of executing and clearing trades through them. Clearing fees are generally passed through to the clients' accounts and are reported gross as the Company maintains control over the clearing and execution services provided, maintains relationships with the exchanges or clearing brokers, and has ultimate discretion in whether the fees are passed through to the clients and the rates at which they are passed through. As clearing fees are transactional based revenues they are recognized at a point in time on the trade date along with the related commission revenue when the client requests the clearance and execution of a trade.

Trade Conversion Fees

Trade conversion fees include revenue earned from converting foreign ordinary equities into an American Depository Receipt ("ADR") or Global Depository Receipt ("GDR") and fees earned from converting an ADR or GDR into foreign ordinary equities on behalf of clients. Trade conversion revenue is recognized at a point in time on the trade date.

Underwriting Fees

Revenues from investment banking consists of revenues earned from underwriting fixed income securities, primarily municipal and asset-backed securities, and are recognized in revenues upon completion of the underlying transaction, which is generally the trade date, based upon the terms of the assignment as the performance obligation is to successfully broker a specific transaction.

Asset Management Fees

The Company earns asset management fees on Company sponsored and managed mutual funds and on the advisory accounts of independent registered investment advisors on the Company's platform. The Company provides ongoing investment advice and acts as a custodian, providing brokerage and execution services on transactions, and performs administrative services for these accounts. This series of performance obligations transfers control of the services to the client over time as the services are performed. This revenue is recognized ratably over time to match the continued delivery of the performance obligations to the client over the life of the contract. The asset management revenue generated is based on a percentage of the market value of the eligible assets in the clients' accounts. As such, the consideration for this revenue is variable and this variable consideration is constrained until the market value of eligible assets in the clients' accounts is determinable.

Advisory and Consulting Fees

Advisory and consulting fees are primarily related to risk management consulting fees which are billed and recognized as revenue on a monthly basis when risk management services are provided. Risk management consulting contracts are generally for a minimum term of six months and then continue from month to month, but may be terminated at any time after the original six months by either party upon providing written notice. Advisory and consulting fees are not variable based on client trading activities. This revenue is generally recognized ratably over time to match the continued delivery of the performance obligation to the client over the life of the contract.

Sweep Program Fees

The Company earns fees generated in lieu of interest income from a multi-bank sweep program with unaffiliated banks and money market funds. Pursuant to contractual arrangements with clients and their introducing-brokers, available cash balances in client accounts are swept into either Federal Deposit Insurance Corporation (“FDIC”) insured cash accounts at unaffiliated banks or unaffiliated money market funds for which the Company earns a portion of the income generated by the client balances for administration and recordkeeping. The fees generated by the Company’s multi-bank sweep program are reported net of the balances remitted to the introducing-brokers and the clients of introducing-brokers. These fees are paid and recognized over time to match the continued delivery of the administration and recordkeeping performance obligations to the life of the contract. The fees earned under this program are generally based upon the type of sweep account, prevailing interest rates, and the amount of client balances invested.

Client Account Fees

Client account fees represent fees earned for custodial, recordkeeping, and administrative functions performed for client accounts. These functions include statement delivery fees, account transfer fees, safekeeping fees, errors and omission insurance fees, platform fees, and other fees. Client account fees that are transactional based, such as account transfer fees, are recognized at a point in time when the related performance obligation is satisfied. Client account fees that are related to ongoing services, such as statement delivery fees and errors and omission insurance fees, are recognized over time. Client account fees that relate to ongoing services are typically billed to clients’ accounts on a monthly or quarterly basis.

Retail Precious Metals Sales

The Company principally generates revenue from sale of bullion coins and small bars of precious metal via its websites. Revenues from the sale of physical precious metals are recognized when control of the inventory is transferred within the meaning of Topic 606.

Physical Precious Metals Trading

The Company principally generates revenue from trading physical precious metals on an OTC basis. Revenues from the sale of physical precious metals are recorded on a trade date basis and generally settle on an unallocated basis. Substantially all of the Company’s sales of precious metals are conducted using sales contracts that meet the definition of derivative instruments in accordance with ASC 815, Derivatives and Hedging (“Topic 815”). The contracts underlying the Company’s commitment to deliver precious metals are referred to as fixed price forward commodity contracts because the price of the commodity is fixed at the time the order is placed. Although the contracts typically are executed on a spot basis and settle on unallocated account, the client has the option to request delivery of the precious metals, the option to net settle out of the position by executing an offsetting trade, or the option to roll the transaction to a subsequent maturity date. Thus, the sales contracts contain embedded option derivatives that would be subject to the guidance in Topic 815. As the contracts are subject to the guidance in Topic 815, the fixed price derivative sales contracts are outside the scope of Topic 606. The Company recognizes revenue when control of the inventory is transferred within the meaning of Topic 606.

Physical precious metals trading revenue generated by registered broker-dealer subsidiaries is presented on a net basis and included as a component of *Principal gains, net* in the Consolidated Income Statements, in accordance with U.S GAAP for broker-dealers. Physical precious metals trading revenue for subsidiaries that are not broker-dealers continues to be recorded on a gross basis.

Physical Agricultural and Energy Product Trading

The Company principally generates revenue from merchandising and originating physical agricultural and energy commodities from forward firm sales commitments accounted for in accordance with Topic 815. The fixed and provisionally-priced derivative sales contracts that result in physical delivery are outside the scope of Topic 606. The Company recognizes revenue when control of the inventory is transferred within the meaning of Topic 606.

Principal Gains, Net

Principal gains, net includes revenues on financial transactions or contracts for which the Company acts as principal. This revenue is reported on a net basis and is primarily outside the scope of ASC 606. Principal gains, net includes margins

generated from OTC derivative trades, equities, fixed income, precious metals, and foreign exchange executed with clients and other counterparties and are recognized on a trade-date basis. Principal gains, net, also includes realized and unrealized gains and losses derived principally from market making activities in OTC derivatives, equities, fixed income, and foreign exchange. Net dealer inventory and investment gains are recognized on a trade-date basis and include realized gains or losses and changes in unrealized gains or losses on investments at fair value. Principal gains, net also includes dividend income on long equity positions and dividend expense on short equity positions, which are recognized on the ex-dividend date. The following table indicates the relevant income and expense:

(in millions)	Year Ended September 30,		
	2022	2021	2020
Dividend income on long equity positions	\$ 142.3	\$ 282.7	\$ 77.0
Dividend expense on short equity positions	134.0	281.3	76.6
Dividend income net of dividend expense reported within Principal Gains, net	\$ 8.3	\$ 1.4	\$ 0.4

Interest Income

Interest income is generated from client funds deposited with the Company to satisfy margin required by third-party banks, exchange-clearing organizations, or other FCMs. Interest income is also generated from investing client funds in allowable securities, primarily U.S. Treasury obligations and from trading fixed income securities that the Company holds in its market-making businesses. Interest income also includes interest generated from collateralized transactions, including securities borrowed and securities purchased under agreements to resell, and from extending margin loans to clients. Interest income is recognized on an accrual basis and is not within the scope of Topic 606.

Remaining Performance Obligations

Remaining performance obligations are services that the firm has committed to perform in the future in connection with its contracts with clients. The Company's remaining performance obligations are generally related to its risk management consulting and asset management contracts with clients. Revenues associated with remaining performance obligations related to these contracts with clients are not material to the overall consolidated results of the Company. Similar to the above, risk management consulting contracts are generally for a minimum term of six months and then continue from month to month, but may be terminated at any time after the original six months by either party upon providing written notice. Asset management contracts may be terminated by the client at any time. For the Company's asset management activities, where fees are calculated based on a percentage of the market value of eligible assets in client's accounts, future revenue associated with remaining performance obligations cannot be determined as such fees are subject to fluctuations in the market value of eligible assets in clients' accounts.

Practical Expedients

The Company has applied Topic 606's practical expedient that permits for the non-disclosure of the value of performance obligations for (i) contracts with an original expected length of one year or less and (ii) contracts for which the Company recognizes revenue at the amount to which it has the right to invoice for services performed.

The Company has also applied Topic 606's practical expedient that allows for no adjustment to consideration due to a significant financing component if the expectation at contract inception is such that the period between payment by the client and the transfer of the promised goods or services to the client will be one year or less.

Note 16 – Share-Based Compensation

Share-based compensation expense is included in *Compensation and benefits* in the Consolidated Income Statements and totaled \$17.8 million, \$13.9 million and \$10.3 million for the years ended September 30, 2022, 2021, and 2020, respectively.

Stock Option Plans

The Company sponsors a stock option plan for its directors, officers, employees and consultants. The 2013 Stock Option Plan, which was approved by the Company's Board of Directors and shareholders, authorizes the Company to issue stock options covering up to 3.0 million shares of the Company's common stock. As of September 30, 2022, there were 1.4 million shares authorized for future grant under this plan. Awards that expire or are canceled generally become available for issuance again under the plan. The Company settles stock option exercises with newly issued shares of common stock.

Fair value is estimated at the grant date based on a Black-Scholes-Merton option-pricing model using the following weighted-average assumptions:

	Year Ended September 30,		
	2022	2021	2020 ⁽¹⁾
Expected stock price volatility	39 %	38 %	— %
Expected dividend yield	— %	— %	— %
Risk free interest rate	1.54 %	1.68 %	— %
Average expected life (in years)	5.21	4.50	0.00

⁽¹⁾ There were no stock options granted under the plan during the year ended September 30, 2020.

Expected stock price volatility rates are primarily based on historical volatility. The Company has not paid dividends in the past and does not currently expect to do so in the future. Risk free interest rates are based on the U.S. Treasury yield curve in effect at the time of grant for periods corresponding with the expected life of the option or award. The average expected life represents the estimated period of time that options or awards granted are expected to be outstanding, based on the Company's historical share option exercise experience for similar option grants. The weighted average fair value of options issued during the years ended September 30, 2022, 2021, and 2020 was \$22.82, \$19.83, and \$0.00, respectively.

The following is a summary of stock option activity for the year ended September 30, 2022:

	Shares Available for Grant	Number of Options Outstanding	Weighted Average Exercise Price	Weighted Average Grant Date Fair Value	Weighted Average Remaining Term (in years)	Aggregate Intrinsic Value (\$ millions)
Balances as of September 30, 2021	1,569,798	1,229,600	\$ 45.17	\$ 12.82	4.21	\$ 25.5
Additional shares authorized by shareholders	—	—	—	—	—	—
Granted	(240,500)	240,500	\$ 62.04	\$ 22.82	—	—
Exercised	—	(212,356)	\$ 31.31	\$ 12.72	—	—
Forfeited	43,389	(43,389)	\$ 59.89	\$ 21.65	—	—
Expired	15,010	(15,010)	\$ 46.39	\$ 10.69	—	—
Balances as of September 30, 2022	1,387,697	1,199,345	\$ 50.46	\$ 14.57	4.54	\$ 39.0
Exercisable at September 30, 2022	—	233,655	\$ 46.14	\$ 11.78	3.33	\$ 8.6

The total compensation cost not yet recognized for non-vested awards of \$10.6 million as of September 30, 2022 has a weighted-average period of 4.84 years over which the compensation expense is expected to be recognized. The total intrinsic value of options exercised during the years ended September 30, 2022, 2021, and 2020 was \$39.0 million, \$11.7 million and \$4.2 million, respectively.

The options outstanding as of September 30, 2022 broken down by exercise price are as follows:

Exercise Price	Number of Options Outstanding	Weighted Average Exercise Price	Weighted Average Remaining Term (in Years)
\$ — - \$ 5.00	—	n/a	n/a
\$ 5.00 - \$ 10.00	—	n/a	n/a
\$ 10.00 - \$ 15.00	—	n/a	n/a
\$ 15.00 - \$ 20.00	—	n/a	n/a
\$ 20.00 - \$ 25.00	—	n/a	n/a
\$ 25.00 - \$ 30.00	—	n/a	n/a
\$ 30.00 - \$ 35.00	—	n/a	n/a
\$ 35.00 - \$ 40.00	53,627	\$ 39.79	0.37
\$ 40.00 - \$ 45.00	700,000	\$ 45.00	4.18
\$ 45.00 - \$ 50.00	—	n/a	n/a
\$ 50.00 - \$ 55.00	—	n/a	n/a
\$ 55.00 - \$ 60.00	—	n/a	n/a
\$ 60.00 - \$ 65.00	445,718	\$ 60.33	5.61
	1,199,345	\$ 50.46	4.54

Restricted Stock Plan

The Company sponsors a restricted stock plan for its directors, officers and employees. The Company's 2017 restricted stock plan, which was approved by the Company's Board of Directors and shareholders, authorizes up to 1.5 million shares to be issued. As of September 30, 2022, 0.3 million shares were authorized for future grant under the restricted stock plan. Awards that expire or are canceled generally become available for issuance again under the plan. The Company utilizes newly issued shares of common stock to make restricted stock grants.

The following is a summary of restricted stock activity through September 30, 2022:

	Shares Available for Grant	Number of Shares Outstanding	Weighted Average Grant Date Fair Value	Weighted Average Remaining Term (in years)	Aggregate Intrinsic Value (\$ millions)
Balances as of September 30, 2021	558,298	577,041	\$ 50.57	1.26	\$ 38.0
Granted	(269,129)	269,129	\$ 69.41		
Vested	—	(265,862)	\$ 48.60		
Forfeited	642	(642)	\$ 53.44		
Balances as of September 30, 2022	289,811	579,666	\$ 60.22	1.22	\$ 48.1

The total compensation cost not yet recognized of \$25.2 million as of September 30, 2022 has a weighted-average period of 1.22 years over which the compensation expense is expected to be recognized. Compensation expense is amortized on a straight-line basis over the vesting period. Restricted stock grants are included in the Company's total issued and outstanding common shares.

Note 17 – Retirement Plans

Defined Benefit Retirement Plans

The Company has a frozen qualified defined benefit pension plan (the "Qualified Plan") and a nonqualified defined benefit pension plan (the "Nonqualified Plan"), and recognizes their funded status, measured as the difference between the fair value of the plan assets and the projected benefit obligation, in *Other assets* or *Accounts payable and other accrued liabilities* in the Consolidated Balance Sheets, depending on the funded status of each plan.

The Qualified Plan assets, which are managed in a third-party trust, primarily consist of a diversified blend of approximately 90% debt securities and 10% equity investments and had a total fair value of \$30.9 million and \$41.5 million as of September 30, 2022 and 2021, respectively. All Qualified Plan assets fall within Level 2 of the fair value hierarchy. The benefit obligation associated with the Qualified Plan will vary over time only as a result of changes in market interest rates, the life expectancy of the plan participants, and benefit payments, since the accrual of benefits was suspended when the Qualified Plan was frozen in 2006. The benefit obligation was \$26.3 million and \$36.3 million and the discount rate assumption used in the measurement of this obligation was 5.40% and 2.70% as of September 30, 2022 and 2021, respectively. Related to the Qualified Plan, the Company's net pension obligation was in a funded status of \$4.6 million and \$5.2 million as of September 30, 2022 and 2021, respectively.

The Nonqualified Plan assets had a total fair value of less than \$0.1 million as of September 30, 2022 and 2021. The benefit obligation associated with the Nonqualified Plan will vary over time only as a result of changes in market interest rates, the life expectancy of the plan participants, and benefit payments. There are no active participants in the Nonqualified plan. The benefit obligation was \$1.2 million and \$1.5 million as of September 30, 2022 and 2021, respectively. Related to the Nonqualified Plan, the Company's unfunded pension obligation was \$1.2 million and \$1.5 million as of September 30, 2022 and 2021, respectively.

The Company recognized a net periodic benefit of \$0.1 million, \$0.3 million and \$0.4 million for the years ended September 30, 2022, 2021, and 2020, respectively. The expected long-term return on plan assets assumption was 2.8% for 2022. The Company made contributions of \$0.1 million to the plans in the years ended September 30, 2022 and 2021. The Company complies with minimum funding requirements. The estimated undiscounted future benefit payments are expected to be \$2.1 million in 2023, \$2.1 million in 2024, \$2.1 million in 2025, \$2.1 million in 2026, \$2.1 million in 2027, and \$10.2 million in 2028 through 2032.

Defined Contribution Retirement Plans

The Company offers participation in the StoneX Group Inc. 401(k) Plan (“401(k) Plan”), a defined contribution plan providing retirement benefits to all domestic full-time non-temporary employees who have reached 21 years of age. Employees may contribute from 1% to 80% of their annual compensation to the 401(k) Plan, limited to a maximum annual amount as set periodically by the Internal Revenue Service. The Company makes matching contributions to the 401(k) Plan in an amount equal to 62.5% of each participant’s eligible elective deferral contribution to the 401(k) Plan, up to 8% of employee compensation. Matching contributions vest, by participant, based on the following years of service schedule: less than two years – none, after two years – 33%, after three years – 66%, and after four years – 100%.

U.K. based employees of StoneX Group are eligible to participate in a defined contribution pension plan. The Company contributes double the employee’s contribution up to 10% of total base salary for this plan. For this plan, employees are 100% vested in both the employee and employer contributions at all times.

For fiscal years ended September 30, 2022, 2021, and 2020, the Company’s contributions to these defined contribution plans were \$16.9 million, \$15.2 million and \$10.1 million, respectively.

Note 18 – Other Expenses

Other expenses consisted of the following, for the periods indicated.

(in millions)	Year Ended September 30,		
	2022	2021	2020
Non-income taxes	\$ 13.5	\$ 14.8	\$ 6.6
Insurance	10.8	7.1	4.7
Employee related expenses	9.6	7.0	4.7
Other direct business expenses	10.0	6.3	4.6
Membership fees	3.3	2.8	2.4
Director and public company expenses	1.8	1.5	1.4
Office expenses	1.7	1.3	1.8
Other expenses	9.9	5.5	3.4
Total other expenses	\$ 60.6	\$ 46.3	\$ 29.6

During the quarter ended December 31, 2021, the Company modified its Other expenses presentation to better explain its current entities and businesses. Prior year values have been adjusted to reflect this format, but total Other expenses has not changed within this footnote or the consolidated income statements.

Note 19 – Income Taxes

Inflation Reduction Act

In August 2022, the Inflation Reduction Act of 2022 (“Act”) was signed into U.S. law. Under the Act, there is a new 15% corporate minimum tax and a new 1% excise tax on stock repurchases that are effective after December 31, 2022. Further, the Act includes provisions related to climate change, energy, and health care. These provisions should not have a material impact on the Company’s consolidated financial statements.

Coronavirus Aid, Relief, and Economic Security Act

On March 27, 2020, the U.S. government enacted the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which provides economic relief in response to the coronavirus pandemic. The CARES Act, among other things, includes provisions to allow certain net operating losses to be carried-back up to five years, to increase interest deduction limitations, accelerates the refunds of alternative minimum tax credits, and makes technical corrections to tax depreciation methods for qualified leasehold improvement property. The Company evaluated and properly accounted for the provisions of the CARES Act and there was no material impact to the Company’s consolidated financial statements.

Income tax expense/(benefit) for the years ended September 30, 2022, 2021, and 2020 was allocated as follows:

(in millions)	Year Ended September 30,		
	2022	2021	2020
Income tax expense attributable to income from operations	\$ 70.1	\$ 37.8	\$ 37.1
Taxes allocated to stockholders’ equity, related to pension liabilities	(0.1)	0.5	—
Taxes allocated to stockholders’ equity, related to hedge accounting	(17.0)	—	—
Total income tax expense	\$ 53.0	\$ 38.3	\$ 37.1

The components of income tax expense/(benefit) attributable to income from operations were as follows:

(in millions)	Year Ended September 30,		
	2022	2021	2020
Current taxes:			
U.S. federal	\$ 8.2	\$ 6.7	\$ (0.6)
U.S. state and local	3.6	(0.1)	2.3
Australia	2.8	1.8	0.5
Brazil	12.6	8.0	6.5
Germany	8.9	6.0	3.4
Singapore	2.0	1.9	2.8
United Kingdom	29.2	6.6	13.9
Other international	3.1	3.7	4.2
Total current taxes	70.4	34.6	33.0
Deferred taxes:			
U.S. federal	3.4	1.4	4.9
U.S. state and local	(0.1)	2.7	0.6
Australia	(0.2)	0.3	(0.1)
Brazil	(0.8)	(1.3)	(1.3)
Singapore	—	0.4	0.8
United Kingdom	(2.7)	0.1	(0.3)
Other international	0.1	(0.4)	(0.5)
Total deferred taxes	(0.3)	3.2	4.1
Income tax expense	\$ 70.1	\$ 37.8	\$ 37.1

U.S. and international components of income from operations, before tax, was as follows:

(in millions)	Year Ended September 30,		
	2022	2021	2020
U.S.	\$ 50.0	\$ 37.3	\$ 88.8
Australia	8.7	7.8	1.4
Brazil	25.3	13.7	7.6
Germany	27.8	17.2	10.4
Singapore	19.4	16.0	20.5
United Kingdom	104.8	41.4	58.5
Other international	41.2	20.7	19.5
Income from operations, before tax	\$ 277.2	\$ 154.1	\$ 206.7

Items accounting for the difference between income taxes computed at the federal statutory rate and income tax expense were as follows:

	Year Ended September 30,		
	2022	2021	2020
Federal statutory rate effect of:	21.0 %	21.0 %	21.0 %
U.S. State and local income taxes	1.0 %	1.8 %	1.2 %
Foreign earnings and losses taxed at different rates	1.1 %	1.0 %	0.9 %
Change in valuation allowance	0.9 %	1.9 %	1.0 %
U.K. bank tax	2.6 %	0.4 %	— %
U.S. permanent items	0.2 %	(1.2)%	0.6 %
Non-deductible compensation	0.7 %	1.9 %	0.6 %
Foreign permanent items	(2.8)%	(2.3)%	0.3 %
U.S. bargain purchase gain	— %	(0.5)%	(8.3)%
GILTI	0.6 %	0.6 %	0.7 %
Effective rate	25.3 %	24.6 %	18.0 %

The components of deferred income tax assets and liabilities were as follows:

(in millions)	September 30, 2022	September 30, 2021
Deferred tax assets:		
Share-based compensation	\$ 4.8	\$ 1.7
Deferred compensation	5.1	4.7
Net operating loss carryforwards	18.7	17.7
Intangible assets	6.4	6.5
Bad debt reserve	7.8	7.3
Hedging	17.0	—
Foreign tax credit carryforwards	1.6	2.0
Other compensation	8.0	7.0
Property and equipment	—	6.3
Pension	2.1	1.2
Right of use assets	23.8	22.9
Other	2.0	1.8
Total gross deferred tax assets	97.3	79.1
Less valuation allowance	(15.8)	(15.0)
Deferred tax assets	81.5	64.1
Deferred income tax liabilities:		
Unrealized gain on securities	2.5	2.8
Prepaid expenses	3.8	4.2
Property and equipment	2.0	—
Right of use liabilities	20.8	21.6
Other deferred liabilities	0.4	0.4
Deferred income tax liabilities	29.5	29.0
Deferred income taxes, net	\$ 52.0	\$ 35.1

Deferred income tax balances reflect the effects of temporary differences between the carrying amounts of assets and liabilities and their tax bases and are stated at enacted tax rates expected to be in effect when taxes are actually paid or recovered.

As of September 30, 2022 and 2021, the Company has net operating loss carryforwards for U.S. federal, state, local, and foreign income tax purposes of \$5.2 million and \$6.2 million, net of valuation allowances, respectively, which are available to offset future taxable income in these jurisdictions. The state and local net operating loss carryforwards of \$4.5 million, net of valuation allowance, begin to expire after September 2023.

The Company also has \$0.6 million, net of valuation allowances, of federal net operating loss carryforwards, which consist of a portion that will expire in tax years ending 2031 through 2036. The remaining portion of the federal net operating loss carryforwards do not expire, but cannot be utilized until after 2037 and are limited by Internal Revenue Code (“IRC”) Section 382. As of September 30, 2022, the Company has \$0.1 million, net of valuation allowance, of foreign net operating loss carryforwards primarily in Ireland, which have an unlimited carryforward period.

As a result of the CARES Act, the AMT credit carryforward was 50% refundable during the year ending September 30, 2019 and the remaining 50% was refundable in the year ended September 30, 2020, to the extent it was not used to offset regular income tax liability. The Company has no remaining foreign tax credit carryforwards, net of valuation allowance, as of September 30, 2022.

The valuation allowance for deferred tax assets as of September 30, 2022 was \$15.8 million. The net change in the total valuation allowance for the year ended September 30, 2022 was an increase of \$0.8 million. The increase was related to the increase in foreign net operating loss carryforwards offset by decreases related to state net operating loss carryforwards. The valuation allowances as of September 30, 2022 and 2021 were primarily related to U.S. state and local and foreign net operating loss carryforwards that, in the judgment of management, are not more likely than not to be realized.

The Company does not intend to distribute earnings of its foreign subsidiaries in a taxable manner, and therefore intends to limit distributions to earnings previously taxed in the U.S., or earnings that would qualify for the 100 percent dividends received deduction, and earnings that would not result in any significant foreign taxes. The Company repatriated \$29.7 million and \$300.6 million during the years ended September 30, 2022 and 2021, respectively, of earnings previously taxed in the U.S. resulting in no significant incremental taxes. Therefore, the Company has not recognized a deferred tax liability on its investment in foreign subsidiaries.

The Company had a de minimis balance of unrecognized tax benefits as of September 30, 2022, 2021, and 2020 that, if recognized, would affect the effective tax rate.

Accrued interest and penalties are included in the related tax liability line in the Consolidated Balance Sheets. The Company had no accrued interest and penalties included in the Consolidated Balance Sheets as of September 30, 2022 and 2021.

The Company recognizes accrued interest and penalties related to income taxes as a component of income tax expense. The Company had a de minimis amount of interest, net of federal benefit, and penalties recognized as a component of income tax expense during the years ended September 30, 2022, 2021, and 2020.

The Company and its subsidiaries file income tax returns with the U.S. federal jurisdiction and various U.S. state and local and foreign jurisdictions. The Company has open tax years ranging from September 30, 2016 through September 30, 2022 with U.S. federal and state and local taxing authorities. In the U.K., the Company has open tax years ending September 30, 2020 to September 30, 2022. In Brazil, the Company has open tax years ranging from December 31, 2017 through December 31, 2021. In Argentina, the Company has open tax years ranging from September 30, 2015 to September 30, 2022. In Singapore, the Company has open tax years ranging from September 30, 2017 to September 30, 2022.

Note 20 – Acquisitions

The Company's consolidated financial statements include the operating results and cash flows of the acquired businesses from the dates of acquisition.

Subsequent Acquisition

Cotton Distributors Inc.

On October 31, 2022, the Company's wholly owned subsidiary, StoneX Netherlands B.V., acquired CDI-Societe Cottonniere De Distribution S.A ("CDI"), based in Switzerland. CDI operates a global cotton merchant business with clients and producers in Brazil, West Africa, and buyers in the APAC region. The purchase price is approximately \$40.0 million, which is CDI's estimated tangible book value.

Acquisitions in Fiscal 2021

Chasing Returns Ltd.

On August 3, 2021, the Company's wholly owned subsidiary, StoneX Netherlands B.V., acquired Chasing Returns Limited, a Company based in Ireland, which specializes in financial behavioral science designed to assist traders in analyzing trends and decision making. The Company intends to use Chasing Returns Limited to enhance the Company's offerings to its retail clients. The estimated purchase price is approximately \$6.0 million, all of which was excess purchase price over net assets acquired. The Company recognized \$2.4 million in acquired intangible assets, classified as software, and \$3.6 million in goodwill.

EncoreFx Ltd.

Effective December 22, 2020, the Company acquired EncoreFx Inc., which is incorporated in the State of Washington, and is registered as a Money Services Business with FinCEN, having 33 state money transmitter licenses and whose primary operations include providing foreign-currency exchange risk management and global payment solutions services to small and medium sized businesses. The terms of the agreement included cash consideration of \$0.9 million. The transaction was accounted for as an asset acquisition. The excess of cash consideration over the asset and liabilities assumed of \$0.5 million was allocated to an indefinite lived intangible asset recognized related to the licenses acquired. The intangible asset has been assigned to the Global Payments reportable segment. Subsequent to the acquisition, the company was renamed as StoneX Payment Services Ltd.

Acquisitions in Fiscal 2020

Gain Capital Holdings, Inc.

In February 2020, the Company entered into a definitive merger agreement to acquire Gain for \$6.00 per share in an all-cash transaction. The merger closed on July 30, 2020 ("the Gain acquisition date") subsequent to approval by Gain's shareholders, approval by regulators, and the completion of customary closing conditions.

Purchase Price

The aggregate merger consideration was (in millions):

Aggregate cash consideration	\$	215.0
Accrual for merger cash consideration		21.6
Total merger consideration	\$	236.6

Subsequent to the Gain acquisition date, holders of 3.6 million shares of Gain common stock outstanding at the Gain acquisition date who did not vote to approve the merger (“Dissenting Holders”, and the shares held by such Dissenting Holders, the “Dissenting Shares”) purportedly demanded appraisal rights pursuant to Section 262 of the Delaware General Corporation Law in the Court of Chancery of the State of Delaware. The \$21.6 million accrual for merger consideration included in the aggregate merger consideration was based upon 3.6 million Dissenting Shares assuming a right to receive \$6.00 per share at the Gain acquisition date. Any subsequent settlement with the Dissenting Holders will be considered the settlement of a post-acquisition contingency to be included in the Company’s post-acquisition Consolidated Income Statements.

Purchase Price Allocation

The consolidated financial statements were prepared using the acquisition method of accounting under U.S. GAAP with the Company treated as the acquirer of Gain for accounting purposes. Under the acquisition method of accounting, the aggregate merger consideration was allocated to the assets acquired and liabilities assumed generally based on their fair value at the Gain acquisition date. The Company made significant estimates and assumptions in determination of the fair value of assets acquired and liabilities assumed based upon discussions with management and informed insights into the industries in which Gain operates. These significant estimates and assumptions included, but were not limited to, projected cash flows of the acquired business, client attrition rates, discount rates, royalty rates, and economic lives of the identified assets.

The Company engaged a third party valuation specialist to assist with the assessment of the overall reasonableness of the bargain purchase gain as further discussed below and determination of the fair value of the net identifiable assets acquired. The allocation of the purchase price to the fair value of assets acquired and liabilities assumed is considered final as of September 30, 2021.

The following table summarizes the purchase price allocation as of the Gain acquisition date (in millions):

	Purchase Price Allocation
Cash and cash equivalents	\$ 507.2
Cash, securities and other assets segregated under federal and other regulations	497.4
Deposits with and receivables from broker-dealers, clearing organizations, and counterparties ⁽¹⁾	249.7
Receivables from clients, net ⁽²⁾	2.0
Income taxes receivable	0.4
Deferred income taxes, net	23.0
Property and equipment, net	6.1
Right of use assets, net	15.0
Other assets	17.9
Total fair value of tangible assets acquired	1,318.7
Accounts payable and other accrued liabilities	49.4
Operating lease liabilities	15.0
Payable to clients	863.4
Payable to broker-dealers, clearing organizations, and counterparties	0.5
Income taxes payable	12.4
Convertible senior notes ⁽³⁾	92.0
Total fair value of tangible liabilities assumed	1,032.7
Fair value of tangible net assets acquired ⁽⁴⁾	286.0
Identifiable intangible assets acquired	
Trademarks/domain names ⁽⁵⁾	3.7
Software programs/platforms ⁽⁵⁾	22.2
Customer base ⁽⁵⁾	9.8
Total fair value of intangible assets acquired	35.7
Fair value of identifiable net assets acquired	321.7
Total merger consideration	236.6
Bargain purchase gain	\$ 85.1

⁽¹⁾ Amount represented the contractual amount of deposits with and receivables from broker-dealers, clearing organizations, and counterparties considered collectible as of the Gain acquisition date.

⁽²⁾ Amount represented the contractual amount of receivables due from clients for trading activity considered collectible as of the Gain acquisition date.

⁽³⁾ As \$91.5 million of the \$92.0 million in aggregate principal of the Gain Notes were redeemed on September 1, 2020, the Company believed that the face value of the Gain Notes approximated their fair value as of the Gain acquisition date due to the fundamental change right provided for in the Gain Notes indenture. Refer to Note 11 for further discussion of the Gain Notes redemption.

⁽⁴⁾ With the exception of deferred income taxes and the convertible senior notes, the Company believes that the fair value of the tangible assets acquired and tangible liabilities assumed approximated their carrying values as of the Gain acquisition date due either to their short-term nature, the Company's ability to initiate the withdrawal and settlement of client related trading balances, or the fact that the balances are recorded at fair value on a recurring basis.

⁽⁵⁾ The trademark/domain names, software programs/platforms, and client base intangible assets were assigned useful lives of 5 years, 3 years, and 4 years, respectively.

The Company believes that the transaction resulted in a bargain purchase gain primarily due to the significant market volatility experienced during the first calendar quarter of 2020, primarily as a result of the COVID-19 pandemic. The market volatility experienced during 2020 through the Gain acquisition date increased significantly compared to corresponding historical periods. This resulted in Gain generating windfall profits and a corresponding increase in net tangible book value. The bargain purchase gain is included in *Gain on acquisitions and other gains* on the Company's Consolidated Income Statements for the fiscal years ended September 30, 2021 and 2020.

Post-Acquisition Results and Unaudited Pro Forma Information

Gain's results of operations and cash flows have been included in the Company's consolidated financial statements for the period subsequent to July 31, 2020. For the year ended September 30, 2020, the Company's results include total revenues and net income from Gain of \$49.0 million and \$1.8 million, respectively.

The following unaudited pro forma financial information (in millions, except per share amounts) has been adjusted to give effect to the Gain merger as if it were consummated on October 1, 2019.

	Year Ended September 30, 2020	
Total revenues	\$	54,414.1
Net income	\$	138.5
Basic earnings per share	\$	7.17
Diluted earnings per share	\$	7.02

The unaudited pro forma financial information includes material, nonrecurring pro forma adjustments directly attributable to the Gain acquisition primarily including the adjustment for a goodwill impairment loss, adjustment for the bargain purchase gain, adjustments to the amortization of intangible assets, and adjustments for direct and incremental acquisition-related costs and the related tax effects. The unaudited pro forma financial information does not include any revenue or cost saving synergies from operating efficiencies or the effect of incremental costs incurred from integrating the companies.

The Company incurred costs related to the merger of \$5.2 million for the year ended September 30, 2020, that are included within *Professional fees* on the Consolidated Income Statement.

The business acquired has been assigned to the Company's Retail and Institutional reportable segments.

UOB Bullion and Futures Limited

In October 2019, the Company's subsidiary StoneX Financial Pte Ltd completed its acquisition of the futures and options brokerage and clearing business of UOB Bullion and Futures Limited ("UOB"), a subsidiary of United Overseas Bank Limited. Closing. The cash purchase price for the acquired assets was \$5.0 million.

The purchase price allocation resulted in the recognition of liabilities assumed related to the futures and options on futures client account balances of approximately \$351.8 million as of the acquisition date, which was recorded within *Payables to clients* on the Consolidated Balance Sheets, and an equal and offsetting amount of assets acquired. The carrying amount of the client assets and related liabilities was assumed to approximate fair value due to their short-term nature, the Company's ability to initiate the withdrawal and settlement of client related trading balances, and the fact that the open derivative positions are recorded at fair value on a recurring basis.

The Company also acquired certain client base intangible assets and property and equipment in connection with the acquisition. The Company engaged a third-party valuation specialist to assist with the valuation of the acquired intangible assets and property and equipment. As of the acquisition date, \$0.8 million of the purchase price was allocated to the fair value of the property and equipment acquired and \$3.1 million was allocated to the fair value of the client base intangible assets acquired. The remaining excess of the purchase price over the fair value of the net assets acquired of \$1.1 million was allocated to goodwill. The Company believes the goodwill represents the synergies that can be realized from integrating the acquired business into its existing exchange-traded futures and option business. The allocation of the purchase price to the fair value of assets acquired and liabilities assumed was considered final as of September 30, 2020.

The business acquired has been assigned to the Company's Institutional reportable segment. The client base intangible assets were assigned a useful life of 5 years.

UOB's results of operations and cash flows have been included in the Company's consolidated financial statements for the periods subsequent to October 7, 2019. For the year ended September 30, 2020, the Company's results include total revenues and net loss from UOB of \$10.3 million and \$1.4 million, respectively.

Tellimer

In December 2019, the Company executed a definitive purchase agreement to acquire the brokerage businesses of Tellimer Group ("Tellimer"). This transaction involved the stock purchase of 100% of Exotix Partners, LLP, based in the United Kingdom, and the stock purchase of 100% of Tellimer Capital Ltd based in Nigeria. The closing of this transaction was subject

to limited conditions including regulatory approval in the relevant jurisdictions. The cash purchase price was equal to the net tangible book value of the acquired entities upon closing.

Regulatory approval for the acquisition of Exotix Partners, LLP, was obtained during the period with the acquisition closing on April 1, 2020. The cash purchase price for the acquisition of Exotix Partners, LLP, was \$4.7 million. The allocation of the cash purchase price to the fair value of assets acquired and liabilities assumed resulted in the recognition of \$1.0 million in cash and cash equivalents, \$1.0 million in receivables from clients, net, \$0.3 million in property and equipment, net, \$3.4 million in other assets, and \$1.0 million in liabilities assumed. The allocation of the purchase price to the fair value of assets acquired and liabilities assumed was considered final as of March 31, 2021.

Regulatory approval for the acquisition of Tellimer Capital Ltd was obtained during the period with the acquisition closing on June 1, 2020. The cash purchase price for the acquisition of Tellimer Capital Ltd and the related allocation to the fair value of assets acquired and liabilities assumed was not material to the Company's consolidated financial statements.

Tellimer's results of operations and cash flows have been included in the Company's consolidated financial statements from the date of acquisition. For the year ended September 30, 2020, the Company's results include total revenues and net loss from Tellimer of \$5.9 million and less than \$0.1 million, respectively.

The acquired business have been assigned to the Company's Institutional reportable segment.

IFCM Commodities

In January 2020, the Company's wholly owned subsidiary, INTL Netherlands B.V., acquired 100% of the equity interests of IFCM Commodities GmbH ("IFCM") based in Germany. The cash purchase price of \$1.9 million was equal to net tangible book value upon closing plus a premium of \$1.0 million. The excess of the cash consideration over the fair value of the net tangible assets acquired on the closing date was allocated to the fair value of IFCM's client relationships. This client base intangible asset was assigned a useful life of five years. The allocation of the purchase price to the fair value of assets acquired and liabilities assumed was considered final as of December 31, 2020.

IFCM's results of operations and cash flows have been included in the Company's consolidated financial statements for the periods subsequent to January 2, 2020. For the year ended September 30, 2020, the Company's results include total revenues and net income from IFCM of \$1.8 million and \$0.5 million, respectively.

GIROXX

In May 2020, the Company's wholly owned subsidiary, StoneX Financial Ltd, acquired 100% of GIROXX based in Germany. The cash purchase price for the acquisition of GIROXX was \$4.4 million. The allocation of the cash purchase price to the fair value of tangible assets acquired and liabilities assumed resulted in the recognition of cash and cash equivalents of \$6.5 million, property and equipment of \$0.1 million, accounts payables and other accrued liabilities of \$0.6 million, and payables to clients of \$5.8 million as of the acquisition date.

The Company acquired certain identifiable intangible assets in connection with the acquisition of GIROXX, primarily related to a business license permitting the Company to facilitate payment transactions in the European Union and certain proprietary developed software. The Company allocated \$0.4 million and \$1.5 million of the excess purchase price over net tangible assets acquired to the business license and proprietary developed software, respectively. The remaining excess purchase price over the net tangible assets acquired of \$2.3 million was allocated to goodwill. The Company believes the allocation to goodwill represents the synergies that can be realized from integrating the acquired business into its existing Global Payments reportable segment.

The acquired business license has been assigned an indefinite life and the proprietary developed software has been preliminarily assigned a useful life of 3 years. The allocation of the purchase price to the fair value of assets acquired and liabilities assumed was considered final as of June 30, 2021.

GIROXX's results of operations and cash flows have been included in the Company's consolidated financial statements for the period subsequent to May 1, 2020. For the year ended September 30, 2020, the Company's results include total revenues and net loss from GIROXX of \$0.5 million and \$0.6 million, respectively.

The acquired business has been assigned to the Company's Global Payments reportable segment.

Asset Acquisitions

Quest Capital

In August 2019, the Company's subsidiary, SA Stone Wealth Management, executed an asset purchase agreement to acquire certain client accounts of Quest Capital Strategies, Inc. The asset purchase agreement was subject to FINRA approval and other conditions to closing. FINRA approval was obtained and the other conditions to closing were fulfilled and the closing of the

transaction occurred on December 9, 2019. The cash purchase price for the acquired client accounts was equal to \$1.7 million. This transaction was accounted for as an asset acquisition at cost. The cash purchase price was allocated to the fair value of the client lists and relationships obtained and has been assigned, and will be amortized, over a useful life of seven years.

Note 21 – Regulatory Requirements and Subsidiary Dividend Restrictions

The Company's subsidiary StoneX Financial Inc. is registered as a broker dealer and member of the Financial Industry Regulatory Authority ("FINRA") subject to the SEC Uniform Net Capital Rule 15c3-1, which requires the maintenance of minimum net capital. StoneX Financial Inc. is also a futures commission merchant registered with the CFTC and subject to the net capital requirements of the CFTC Regulation 1.17. Under the more restrictive of these rules, StoneX Financial Inc. is required to maintain "adjusted net capital", equivalent to the greater of \$1.5 million or 8% of client and non-client risk maintenance margin requirements on all positions, as defined in such rules, regulations, and requirements. Adjusted net capital and the related net capital requirement may fluctuate on a daily basis. StoneX Financial Inc., along with certain regulated affiliates, including Gain Capital Group, LLC and others, has a restriction on dividends. For StoneX Financial Inc. withdrawn excess capital cannot reduce excess capital, subsequent to haircuts and charges, to an amount less than 120% of the greatest minimum requirement.

The Company's subsidiary, Gain Capital Group, LLC, is subject to regulation by the CFTC and NFA and is required to maintain specific levels of regulatory capital. As a futures commission merchant and retail foreign exchange dealer, Gain Capital Group, LLC is required to maintain adjusted net capital of the greater of \$1.0 million or 8% of customer and non-customer risk maintenance margin, or \$20.0 million plus 5.0% of the amount of retail customer liabilities over \$10.0 million, plus 10% of all liabilities owed to eligible contract participant counterparties acting as a dealer that are not an affiliate.

StoneX Financial Inc. as a registered securities carrying broker dealer is also subject to Rule 15c3-3 of the Securities Exchange Act of 1934 ("Rule 15c3-3"), which requires the Company to maintain separate accounts for the benefit of securities clients and proprietary accounts of broker dealers ("PABs"). These client protection rules require the Company to maintain special reserve bank accounts ("SRBAs") for the exclusive benefit of securities clients and PABs. As of September 30, 2022, StoneX Financial Inc. prepared reserve computations for the client accounts and PAB accounts in accordance with the customer reserve computation guidelines set forth in Rule 15c3-3. Based upon these computations, excess of total credits over debits was \$1.6 million as of September 30, 2022. The Company held \$3.5 million in customer SRBAs as of September 30, 2022, and made additional deposits of \$3.9 million on October 4, 2022 to meet the customer segregation and segregated deposit timing requirements of Rule 15c3-3. The total PAB credits over total PAB debits was \$10.3 million as of September 30, 2022 and the PAB reserve requirement was \$10.3 million as of September 30, 2022. The Company held \$12.9 million in the PAB SRBA as of September 30, 2022, and withdrew \$1.1 million on October 4, 2022.

Pursuant to the requirements of the Commodity Exchange Act, funds deposited by clients of StoneX Financial Inc. supporting trading of futures and options on futures on a U.S. commodities exchange must be carried in separate accounts which are designated as segregated client accounts. Pursuant to the requirements of the CFTC, funds deposited by clients of StoneX Financial Inc. related to trading futures and options on futures traded on, or subject to the rules of a foreign board of trade, must be carried in separate accounts in, which are designated as secured clients' accounts. As of September 30, 2022, StoneX Financial Inc. had client segregated and client secured funds of \$6,278.6 million and \$212.4 million, respectively, compared to a minimum regulatory requirement of \$6,206.7 million and \$199.4 million, respectively.

The Company's subsidiary StoneX Financial Ltd. is regulated by the Financial Conduct Authority ("FCA"), the regulator of the financial services industry in the U.K. The regulations impose regulatory capital, as well as conduct of business, governance, and other requirements. The conduct of business rules include those that govern the treatment of client money and other assets which, under certain circumstances, for certain classes of client, must be segregated from the firm's own assets. As of September 30, 2022, StoneX Financial Ltd. had client segregated funds of \$1,242.4 million, compared to a minimum regulatory requirement of \$1,244.1 million, before making the necessary subsequent deposits to meet the client money requirement.

StoneX Financial Pte. Ltd. is regulated by the Monetary Authority of Singapore ("MAS") and operates as an approved holder of a Capital Market Services License. StoneX Financial Pte. Ltd. is subject to the requirements of MAS and pursuant to the Securities and Futures Act. The regulations include those that govern the treatment of client money and other assets which under certain circumstances must be segregated from the firm's own assets. As of September 30, 2022, StoneX Financial Pte. Ltd. had client segregated funds of \$556.8 million compared to a minimum regulatory requirement of \$538.9 million.

The following table details the Company's subsidiaries with a minimum regulatory net capital requirement in excess of \$10.0 million as well as the actual regulatory capital of the subsidiary as of September 30, 2022 (in millions):

Subsidiary	Regulatory Authority	Actual	Minimum Requirement
StoneX Financial Inc.	SEC and CFTC	\$ 402.4	\$ 250.1
StoneX Financial Ltd.	Financial Conduct Authority ("FCA")	\$ 399.8	\$ 358.0
Gain Capital Group, LLC	CFTC and NFA	\$ 49.2	\$ 28.4
StoneX Financial Pte. Ltd.	Monetary Authority of Singapore ("MAS")	\$ 58.0	\$ 13.2
StoneX Markets LLC	CFTC and NFA	\$ 191.4	\$ 128.8

Certain other subsidiaries of the Company, each with a minimum requirement less than \$10.0 million, are also subject to net capital requirements promulgated by authorities in the countries in which they operate. As of September 30, 2022, all of the Company's subsidiaries were in compliance with their local regulatory requirements.

Swap dealers are subject to a comprehensive regulatory regime with new obligations for the swaps activities for which they are registered, including adherence to risk management policies, supervisory procedures, trade record and real time reporting requirements, as well as rules for minimum capital requirements which became effective October 6, 2021. Our subsidiary, StoneX Markets LLC, is a CFTC provisionally registered swap dealer, and under these capital rules, StoneX Markets LLC is subject to a minimum regulatory capital requirement of \$20.0 million.

Note 22 – Segment and Geographic Information

The Company's operating segments are principally based on the nature of the clients we serve (commercial, institutional, and retail), and a fourth operating segment, its global payments business. The Company manages its business in this manner due to its large global footprint, in which it has more than 3,600 employees allowing it to serve clients in more than 180 countries.

The Company's business activities are managed as operating segments and organized into reportable segments as follows:

- *Commercial*
- *Institutional*
- *Retail*
- *Global Payments*

Commercial

The Company offers commercial clients a comprehensive array of products and services, including risk management and hedging services, execution and clearing of exchange-traded and OTC products, voice brokerage, market intelligence and physical trading as well as commodity financing and logistics services. The ability to provide these high-value-added products and services, differentiates the Company from its competitors and maximizes the opportunity to retain clients.

Institutional

The Company provides institutional clients with a complete suite of equity trading services to help them find liquidity with best execution, consistent liquidity across a robust array of fixed income products, competitive and efficient clearing and execution in all major futures and securities exchanges globally as well as prime brokerage in equities and major foreign currency pairs and swap transactions. In addition, the Company originates, structures and place debt instruments in the international and domestic capital markets. These instruments include asset-backed securities (primarily in Argentina) and domestic municipal securities.

Retail

The Company provides retail clients around the world access to over 18,000 global financial markets, including spot foreign exchange ("forex"), both financial trading and physical investment in precious metals, as well as CFDs, which are investment products with returns linked to the performance of underlying assets. In addition, its independent wealth management business offers a comprehensive product suite to retail investors in the United States.

Global Payments

The Company provides customized payment, technology and treasury services to banks and commercial businesses as well as charities and non-governmental organizations and government organizations. The Company provides transparent pricing and offers payments services in more than 185 countries and 140 currencies, which it believes is more than any other payments solution provider.

The total revenues reported combine gross revenues from physical contracts for subsidiaries that are not broker-dealers and net revenues for all other businesses. In order to reflect the way that the Company's management views the results, the table below also reflects the segment contribution to *Operating revenues*, which is shown on the face of the Consolidated Income Statements and which is calculated by deducting physical commodities cost of sales from total revenues.

Segment data includes the profitability measure of net contribution by segment. Net contribution is one of the key measures used by management to assess the performance of each segment and for decisions regarding the allocation of the Company's resources. Net contribution is calculated as revenue less direct cost of sales, transaction-based clearing expenses, variable compensation, introducing broker commissions, and interest expense. Variable compensation paid to risk management consultants/traders generally represents a fixed percentage of revenues generated, and in some cases, revenues generated less transaction-based clearing expenses, base salaries and an overhead allocation.

Segment data also includes segment income which is calculated as net contribution less non-variable direct expenses of the segment. These non-variable direct expenses include trader base compensation and benefits, operational employee compensation and benefits, communication and data services, business development, professional fees, bad debt expense and other direct expenses.

Inter-segment revenues, expenses, receivables and payables are eliminated upon consolidation.

Total revenues, operating revenues and net operating revenues shown as "Corporate Unallocated" primarily consist of interest income from its centralized corporate treasury function. In the normal course of operations, the Company operates a centralized corporate treasury function in which it may sweep excess cash from certain subsidiaries, where permitted within regulatory limitations, in exchange for a short-term interest bearing intercompany payable, or provide excess cash to subsidiaries in exchange for a short-term interest bearing intercompany receivable in lieu of the subsidiary borrowing on external credit facilities. The intercompany receivables and payables are eliminated during consolidation; however, this practice may impact reported total assets between segments.

Net costs not allocated to operating segments include costs and expenses of certain shared services such as information technology, accounting and treasury, credit and risk, legal and compliance, and human resources and other activities.

Information for the reportable segments is shown in accordance with the Segment Reporting Topic of the ASC as follows:

(in millions)	Year Ended September 30,		
	2022	2021	2020
Total revenues:			
Commercial	\$ 63,743.2	\$ 39,884.0	\$ 52,970.1
Institutional	831.8	668.4	624.1
Retail	1,304.2	1,859.9	432.7
Global Payments	172.0	137.3	117.4
Corporate Unallocated	7.8	1.7	14.6
Eliminations	(23.0)	(17.1)	(19.3)
Total	\$ 66,036.0	\$ 42,534.2	\$ 54,139.6
Operating revenues:			
Commercial	\$ 692.1	\$ 534.8	\$ 431.5
Institutional	831.8	668.4	624.1
Retail	426.7	348.0	140.0
Global Payments	172.0	137.3	117.4
Corporate Unallocated	7.8	1.7	14.6
Eliminations	(23.0)	(17.1)	(19.3)
Total	\$ 2,107.4	\$ 1,673.1	\$ 1,308.3
Net operating revenues (loss):			
Commercial	\$ 586.5	\$ 433.1	\$ 353.4
Institutional	483.5	419.4	363.8
Retail	302.9	222.4	63.8
Global Payments	162.5	129.9	111.5
Corporate Unallocated	(59.5)	(54.8)	(24.5)
Total	\$ 1,475.9	\$ 1,150.0	\$ 868.0
Net contribution:			
(Revenues less cost of sales of physical commodities, transaction-based clearing expenses, variable compensation, introducing broker commissions and interest expense)			
Commercial	\$ 415.3	\$ 299.7	\$ 242.2
Institutional	295.1	260.9	248.9
Retail	280.3	204.4	58.8
Global Payments	131.2	103.7	89.6
Total	\$ 1,121.9	\$ 868.7	\$ 639.5
Segment income:			
(Net contribution less non-variable direct segment costs)			
Commercial ⁽¹⁾	\$ 288.3	\$ 192.2	\$ 141.9
Institutional	174.6	167.7	152.9
Retail	115.4	67.8	31.7
Global Payments	97.4	78.5	68.6
Total	\$ 675.7	\$ 506.2	\$ 395.1
Reconciliation of segment income to income before tax:			
Segment income	\$ 675.7	\$ 506.2	\$ 395.1
Net costs not allocated to operating segments	(398.5)	(355.5)	(270.3)
Gain on acquisitions and other gains, net	—	3.4	81.9
Income before tax	\$ 277.2	\$ 154.1	\$ 206.7

(in millions)	As of September 30, 2022	As of September 30, 2021	As of September 30, 2020
Total assets:			
Commercial	\$ 5,931.0	\$ 3,969.9	\$ 2,753.6
Institutional	11,687.1	12,403.3	8,740.8
Retail	971.2	1,380.9	1,245.9
Global Payments	524.0	243.8	315.9
Corporate unallocated	746.3	841.7	418.7
Total	\$ 19,859.6	\$ 18,839.6	\$ 13,474.9

Information regarding revenues and operating revenues for the ended September 30, 2022, 2021, and 2020, and information regarding long-lived assets (defined as property, equipment, leasehold improvements and software) as of September 30, 2022, 2021, and 2020 in geographic areas were as follows:

(in millions)	Year Ended September 30,		
	2022	2021	2020
Total revenues:			
United States	\$ 5,102.3	\$ 3,313.1	\$ 2,223.3
Europe	3,440.2	1,889.6	532.6
South America	87.2	64.5	58.9
Middle East and Asia	57,395.5	37,259.1	51,317.1
Other	10.8	7.9	7.7
Total	\$ 66,036.0	\$ 42,534.2	\$ 54,139.6
Operating revenues:			
United States	\$ 1,448.2	\$ 1,157.4	\$ 928.3
Europe	474.6	371.3	237.9
South America	87.2	64.5	58.9
Middle East and Asia	86.6	72.0	75.5
Other	10.8	7.9	7.7
Total	\$ 2,107.4	\$ 1,673.1	\$ 1,308.3
(in millions)	As of September 30, 2022	As of September 30, 2021	As of September 30, 2020
Long-lived assets, as defined:			
United States	\$ 67.9	\$ 54.1	\$ 55.4
Europe	41.1	36.0	3.1
South America	2.9	2.1	2.1
Middle East and Asia	1.0	0.9	1.3
Other	—	0.2	0.2
Total	\$ 112.9	\$ 93.3	\$ 62.1

StoneX Group Inc.
Condensed Balance Sheets
Parent Company Only

(in millions)	ASSETS	September 30, 2022	September 30, 2021
Cash and cash equivalents		\$ 6.1	\$ 34.7
Receivable from clients, net		0.2	0.4
Deposits with and receivables from subsidiary broker-dealer, net		89.1	—
Notes receivable, net		5.0	6.1
Income taxes receivable		55.5	63.7
Investment in subsidiaries ⁽¹⁾		1,286.8	1,100.4
Financial instruments owned, at fair value		5.1	—
Deferred income taxes, net		14.7	2.4
Property and equipment, net		62.1	55.4
Operating right of use assets		69.0	66.3
Other assets		30.8	23.7
Total assets		<u>\$ 1,624.4</u>	<u>\$ 1,353.1</u>
LIABILITIES AND EQUITY			
Liabilities:			
Accounts payable and other accrued liabilities		\$ 90.7	\$ 80.6
Operating lease liabilities		93.3	86.2
Payable to subsidiaries, net		293.3	185.0
Payable to lenders under loans		268.1	8.6
Senior secured borrowings, net		339.1	506.5
Financial instruments sold, not yet purchased, at fair value		73.6	0.9
Total liabilities		<u>1,158.1</u>	<u>867.8</u>
Equity:			
StoneX Group Inc. (Parent Company Only) stockholders' equity:			
Preferred stock, \$0.01 par value. Authorized 1,000,000 shares; no shares issued or outstanding		—	—
Common stock, \$0.01 par value. Authorized 30,000,000 shares; 22,911,227 issued and 20,303,904 outstanding at September 30, 2022 and 22,431,233 issued and 19,823,910 outstanding at September 30, 2021		0.2	0.2
Common stock in treasury, at cost - 2,607,323 shares at September 30, 2022 and 2021		(69.3)	(69.3)
Additional paid-in capital		340.2	315.7
Retained earnings ⁽¹⁾		248.8	238.7
Accumulated other comprehensive loss, net		(53.6)	—
Total StoneX Group Inc. (Parent Company Only) stockholders' equity		<u>466.3</u>	<u>485.3</u>
Total liabilities and equity		<u>\$ 1,624.4</u>	<u>\$ 1,353.1</u>

⁽¹⁾ Within the Condensed Balance Sheets and Condensed Statements of Operations of StoneX Group Inc. - Parent Company Only, the Company has accounted for its investment in wholly owned subsidiaries using the cost method of accounting. Under this method, the Company's share of the earnings or losses of such subsidiaries is not included in the Condensed Balance Sheet or Condensed Statements of Operations. If the accounting for its investment in wholly owned subsidiaries was presented under the equity method of accounting, investment in subsidiaries and retained earnings would each increase by \$640.8 million as of September 30, 2022, and \$443.8 million, as of September 30, 2021, respectively.

StoneX Group Inc.
Condensed Statements of Operations
Parent Company Only

(in millions)	Year Ended September 30,		
	2022	2021	2020
Revenues:			
Management fees from affiliates	\$ 109.9	\$ 52.5	\$ 45.1
Trading (losses) gains, net	(2.8)	(0.1)	0.6
Consulting fees	0.1	0.3	0.3
Interest income	2.2	1.5	2.4
Dividend income from subsidiaries ⁽¹⁾	124.4	372.7	111.8
Total revenues	233.8	426.9	160.2
Interest expense	60.9	49.6	30.0
Net revenues	172.9	377.3	130.2
Non-interest expenses:			
Compensation and benefits	113.7	99.9	88.0
Trade systems and market information	6.5	6.0	3.9
Occupancy and equipment rental	8.4	8.7	3.8
Selling and marketing	4.9	1.0	3.8
Professional fees	11.9	6.9	12.9
Travel and business development	2.3	0.8	1.7
Non-trading technology and support	30.6	24.9	19.8
Depreciation and amortization	11.0	8.7	6.7
Communications	1.8	1.7	0.7
Impairment	—	0.1	2.5
Management services fees to affiliates	4.3	3.6	2.3
Other	12.4	8.7	7.3
Total non-interest expenses	207.8	171.0	153.4
Gain on acquisitions	—	3.4	81.9
Income (loss) before tax	(34.9)	209.7	58.7
Income tax benefit	45.0	33.8	29.5
Net income	\$ 10.1	\$ 243.5	\$ 88.2

⁽¹⁾ Within the Condensed Balance Sheets and Condensed Statements of Operations of StoneX Group Inc. - Parent Company Only, the Company has accounted for its investment in wholly owned subsidiaries using the cost method of accounting. Under this method, the Company's share of the earnings or losses of such subsidiaries is not included in the Condensed Balance Sheet or Condensed Statements of Operations. If the accounting for its investment in wholly owned subsidiaries was presented under the equity method of accounting, total revenues would also include subsidiary earnings/(losses) of \$197.0 million, \$(127.2) million, and \$81.4 million for the years ended September 30, 2022, 2021, and 2020, respectively.

StoneX Group Inc.
Condensed Statements of Cash Flows
Parent Company Only

(in millions)	Year Ended September 30,		
	2022	2021	2020
Cash flows from operating activities:			
Net income	\$ 10.1	\$ 243.5	\$ 88.2
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	11.0	8.7	6.7
Amortization of operating right of use assets	6.1	6.1	4.4
Deferred income taxes	4.7	1.8	—
Amortization and extinguishment of debt issuance costs	3.2	3.3	6.1
Loss on extinguishment of debt	—	0.1	—
Amortization of share-based compensation expense	16.5	12.9	9.2
Dividends	(9.6)	(125.0)	—
Impairment	—	—	2.5
Gain on acquisition	—	(3.3)	(81.9)
Changes in operating assets and liabilities:			
Payable to subsidiaries, net	113.6	118.3	149.3
Receivable from clients, net	0.2	—	0.1
Deposits with and receivables from subsidiary broker-dealer, net	(89.1)	—	—
Notes receivable, net	1.1	(4.4)	1.1
Income taxes receivable	8.2	(17.4)	(48.4)
Financial instruments owned, at fair value	(5.1)	—	—
Other assets	(7.3)	(4.2)	(7.7)
Accounts payable and other accrued liabilities	12.0	12.7	24.0
Operating lease liabilities	(1.7)	(2.6)	(2.8)
Payable to clients	—	(0.3)	—
Financial instruments sold, not yet purchased, at fair value	2.1	(0.2)	(83.4)
Net cash provided by operating activities	<u>76.0</u>	<u>250.0</u>	<u>67.4</u>
Cash flows from investing activities:			
Capital contribution to affiliates	(180.8)	(170.2)	(251.9)
Purchase of property and equipment and internally developed software	(17.8)	(22.0)	(10.2)
Net cash used in investing activities	<u>(198.6)</u>	<u>(192.2)</u>	<u>(262.1)</u>
Cash flows from financing activities:			
Net change in lenders under loans	259.5	(23.4)	(47.0)
Payments of notes payable	—	—	(0.4)
Proceeds from issuance of senior secured term loan	—	—	21.5
Repayments of senior secured term loan	(170.3)	(9.8)	(9.8)
Proceeds from issuance of senior secured notes	—	—	344.8
Repayments of senior secured notes	—	(1.6)	(92.1)
Issuance of note payable	—	9.0	—
Deferred payments on acquisitions	(1.9)	(2.2)	(0.9)
Share repurchase	—	(11.7)	(7.5)
Debt issuance costs	—	—	(14.0)
Exercise of stock options	6.7	9.2	5.5
Net cash provided by/(used in) financing activities	<u>94.0</u>	<u>(30.5)</u>	<u>200.1</u>
Net (decrease)/increase in cash and cash equivalents	(28.6)	27.3	5.4
Cash and cash equivalents at beginning of period	34.7	7.4	2.0
Cash and cash equivalents at end of period	<u>\$ 6.1</u>	<u>\$ 34.7</u>	<u>\$ 7.4</u>
Supplemental disclosure of cash flow information:			
Cash paid for interest	\$ 34.9	\$ 28.5	\$ 15.3
Income taxes paid/(received), net of cash refunds	\$ 2.6	\$ 9.8	\$ (4.3)
Supplemental disclosure of non-cash investing and financing activities:			
Additional consideration payable related to acquisitions	\$ —	\$ —	\$ 21.6

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures

In connection with the filing of this Form 10-K, our management, including our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of September 30, 2022. We seek to design our disclosure controls and procedures to provide reasonable assurance that the reports we file or submit under the Exchange Act contain the required information and that we submit these reports within the time periods specified in SEC rules and forms. We also seek to design these controls and procedures to ensure that we accumulate and communicate correct information to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of September 30, 2022.

(b) Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f) and 15d-15(f). Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"). Our internal control over financial reporting includes those policies and procedures that: (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. GAAP, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

There are limitations inherent in any internal control, such as the possibility of human error and the circumvention or overriding of controls. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met, and may not prevent or detect misstatements. As conditions change over time, so too may the effectiveness of internal controls. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

Management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the Company's internal control over financial reporting as of September 30, 2022, based on the framework in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission.

Based on its assessment, management has concluded that our internal control over financial reporting was effective as of September 30, 2022.

KPMG LLP, an independent registered public accounting firm, was engaged to audit the effectiveness of our internal control over financial reporting as of September 30, 2022 and has issued an audit report regarding their assessment of the effectiveness of internal control over financial reporting which is included on page 69 in this Annual Report on Form 10-K.

(c) Changes in Internal Control Over Financial Reporting

During the year ended September 30, 2022, the Company migrated a significant component of its subsidiaries to a different accounting system. Management implemented data migration, onboarding, and post go-live controls over the new system. The rigor around the migrations allows management to conclude that this does not present an issue with internal control over financial reporting.

Item 9B. Other Information

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III**Item 10. Directors, Executive Officers and Corporate Governance**

We will include a list of our executive officers and biographical and other information about them and our directors in the definitive Proxy Statement for our 2023 Annual Meeting of Stockholders to be held on March 1, 2023. We will file the proxy within 120 days of the end of our fiscal year ended September 30, 2022 (the “2023 Proxy Statement”). The 2023 Proxy Statement is incorporated herein by reference. Information about our Audit Committee may be found in the Proxy Statement. That information is incorporated herein by reference.

We adopted a code of ethics that applies to the directors, officers and employees of the Company and each of its subsidiaries. The code of ethics is publicly available on our website at <https://ir.stonex.com/corporate-governance>. If we make any substantive amendments to the code of ethics or grant any waiver, including any implicit waiver, from a provision of the code to our Chief Executive Officer, Chief Financial Officer, or Chief Accounting Officer, we will disclose the nature of the amendment or waiver on that website or in a report on Form 8-K.

Item 11. Executive Compensation

We will include information relating to our executive officer and director compensation and the compensation committee of our Board of Directors in the 2023 Proxy Statement and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

We will include information relating to security ownership of certain beneficial owners of our common stock and information relating to the security ownership of our management in the 2023 Proxy Statement and is incorporated herein by reference.

The following table provides information generally as of September 30, 2022, the last day of fiscal 2022, regarding securities to be issued on exercise of stock options, and securities remaining available for issuance under our equity compensation plans that were in effect during fiscal 2022.

<u>Plan Category</u>	<u>Number of securities to be issued upon exercise of outstanding options, warrants and rights</u>	<u>Weighted average exercise price of outstanding options, warrants and rights</u>	<u>Number of securities remaining available for future issuance under equity compensation plans</u>
Equity compensation plans approved by stockholders	1,199,345	\$ 50.46	1,387,697
Equity compensation plans not approved by stockholders	—	—	—
Total	1,199,345	\$ 37.59	1,387,697

Item 13. Certain Relationships and Related Transactions, and Director Independence

We will include information regarding certain relationships and related transactions and director independence in the 2023 Proxy Statement and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

Our independent registered public accounting firm is KPMG LLP, Kansas City, MO, Auditor Firm ID: 185.

Information regarding principal accountant fees and services will be included in the 2023 Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) (1) and (2) *Financial Statements and Financial Statement Schedules* - All financial statement schedules are filed as part of this report under Item 8 - Financial Statements.

(3) *Exhibits*

- 2.1 [Agreement and Plan of Merger, dated as of February 26, 2020, by and among the Company, Merger Sub and GCAP \(incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed by the Company on February 27, 2020\).](#)
- 3.1 [Amended and Restated Certificate of Incorporation \(incorporated by reference from the Company's Current Report on Form 8-K filed with the SEC on October 8, 2009\).](#)
- 3.2 [Amended and Restated By-laws \(incorporated by reference from the Company's Quarterly Report on Form 10-Q filed with the SEC on August 14, 2007\).](#)
- 3.3 [Certificate of Amendment of Certificate of Incorporation \(incorporated by reference from the Company's Form 10-Q filed with the SEC on August 6, 2020\).](#)
- 4.1 [International Assets Holding Corporation 2003 Stock Option Plan \(incorporated by reference from the Company's Proxy Statement on Schedule 14A filed on January 14, 2003\).](#) +
- 4.2 [Amendment to International Assets Holding Corporation 2003 Stock Option Plan \(incorporated by reference from the Company's Proxy Statement on Form 14A filed with the SEC on February 11, 2004\).](#) +
- 4.3 [Amendment to International Assets Holding Corporation 2003 Stock Option Plan \(incorporated by reference from the Company's Proxy Statement on Form 14A filed with the SEC on January 23, 2006\).](#) +
- 4.4 [Description of Registrant's Securities](#) *
- 4.5 [Indenture by and among the Company, the guarantors party thereto from time to time and The Bank of New York Mellon, as trustee and collateral agent, dated as of June 11, 2020 \(incorporated by reference from the Company's Current Report on Form 8-K filed with the SEC on June 11, 2020\).](#)
- 4.6 [Form of 8.625% Senior Secured Notes due 2025 \(included in Exhibit 4.1\) \(incorporated by reference from the Company's Current Report on Report 8-K filed with the SEC on June 11, 2020\).](#)
- 4.7 [First Supplemental Indenture, dated as of July 31, 2020, by and among the Company, the Guaranteeing Subsidiaries and the Trustee and Collateral Agent \(incorporated by reference from the Company's Current Report on Form 8-K filed with the SEC on July 31, 2020\).](#)
- 4.8 [Security and Pledge Agreement, dated as of July 31, 2020, by and among the Company, the Domestic Guaranteeing Subsidiaries and the Collateral Agent \(incorporated by reference from the Company's Current Report on Form 8-K filed with the SEC on July 31, 2020\).](#)
- 4.9 [Joinder to the Amended and Restated Credit Agreement, dated as of July 31, 2020, by and among the GAIN Guaranteeing Subsidiaries and the Administrative Agent \(incorporated by reference from the Company's Current Report on Form 8-K filed with the SEC on July 31, 2020\).](#)
- 10.1 [Registration Rights Agreement, dated October 22, 2002, by and between the Company, and Sean O'Connor \(incorporated by reference from the Company's Current Report on Form 8-K filed with the SEC on October 24, 2002\).](#)
- 10.2 [First Amendment to Registration Rights Agreement, dated December 6, 2002, by and between the Company and Sean O'Connor \(incorporated by reference from the Company's Form 8-K filed with the SEC on December 10, 2002\).](#)
- 10.3 [Registration Rights Agreement, dated October 22, 2002, by and between the Company and John Radziwill \(incorporated by reference from the Company's Current Report on Form 8-K filed with the SEC on October 24, 2002\).](#)
- 10.4 [First Amendment to Registration Rights Agreement, dated December 6, 2002, by and between the Company and John Radziwill \(incorporated by reference from the Company's Current Report on Form 8-K filed with the SEC on December 10, 2002\).](#)
- 10.5 [Farmers Commodities Corporation Supplemental Nonqualified Pension Plan \(incorporated by reference from Amendment No. 2 to the Registration Statement on Form S-4 filed by FCStone Group, Inc. with the SEC on December 9, 2004\)](#) +
- 10.6 [Form of Director Indemnification Agreement \(incorporated by reference from Amendment No. 3 to the Registration Statement on Form S-4 filed by FCStone Group, Inc. with the SEC on December 30, 2004\)](#)
- 10.7 [INTL FCStone Inc. 2016 Long-Term Performance Incentive Plan \(incorporated by reference from the Company's Proxy Statement on Form 14A filed with the SEC on January 15, 2016\).](#) +
- 10.8 [StoneX Group Inc. 2021 Omnibus Incentive Compensation Plan](#) +
- 10.9 [StoneX Group Inc. 2021 Omnibus Incentive Compensation Plan Option Award Agreement](#) +
- 10.10 [StoneX Group Inc. 2021 Omnibus Incentive Compensation Plan Restricted Stock Award Agreement](#) +

- 10.11 [StoneX Group Inc. 2021 Omnibus Incentive Compensation Plan Long Term Incentive Performance-Based Cash Compensation Award Agreement +](#)
- 10.12 [StoneX Group Inc. 2021 Executive Performance Plan +](#)
- 10.13 [StoneX Group Inc. Clawback Policy +](#)
- 10.14 [Amended and Restated Credit Agreement made as of February 22, 2019 by and between INTL FCStone Inc. as Borrower, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, Bank of America Merrill Lynch and Capital One, National Association, as Joint Lead Arrangers and Joint Bookrunners, and Signature Bank, BMO Harris Bank N.A., BankUnited, N.A., CIBC Bank USA, Barclays Bank PLC, Cadence Bank, N.A., The Huntington National Bank, Webster Bank, National Association, and TriState Capital Bank, as additional Lenders, and with the lenders from time to time parties thereto. \(incorporated by reference from the Company's Report on Form 8-K filed with the SEC on February 27, 2019\).](#)
- 10.15 [Lender Joinder Agreement dated as of October 3, 2019, to the Amended and Restated Credit Agreement, dated as of February 22, 2019 by and between INTL FCStone Inc. as Borrower, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, by and among Bank of Hope, as New Lender, INTL FCStone Inc., as Borrower, and Bank of America, N.A., as Administrative Agent.](#)
- 10.16 [Lender Joinder Agreement dated as of November 20, 2019, to the Amended and Restated Credit Agreement, dated as of February 22, 2019 by and between INTL FCStone Inc. as Borrower, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, by and among Investors Bank, as New Lender, INTL FCStone Inc., as Borrower, and Bank of America, N.A., as Administrative Agent.](#)
- 10.17 [Fifth Amendment dated as of June 18, 2021, to the Amended and Restated Credit Agreement, dated as of February 22, 2019 by and between StoneX Group Inc. \(f/k/a INTL FCStone Inc.\) as Borrower, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent.](#)
- 10.18 [Amended and Restated Credit Agreement, made as of June 21, 2010, by and between FCStone, LLC, as borrower, FCStone Group, Inc., as a guarantor, International Assets Holding Corporation, as a guarantor, Bank of Montreal, as administrative agent, BMO Capital Markets, as Sole Lead Arranger, and the lenders party thereto \(incorporated by reference from the Company's Current Report on Form 8-K filed with the SEC on June 24, 2010\).](#)
- 10.19 [Loan Authorization Agreement entered into as of May 5, 2015, by and between FCStone, LLC, as Borrower, and BMO Harris Bank N.A., as Bank \(incorporated by reference from the Company's Current Report on Form 8-K filed with the SEC on May 8, 2015\).](#)
- 10.20 [Reaffirmation and Assumption entered into as of June 30, 2015 with BMO Harris Bank N.A. \(incorporated by reference from the Company's Current Report on Form 8-K filed with the SEC on July 7, 2015\).](#)
- 10.21 [Nineteenth Amendment to Amended and Restated Credit Agreement entered into as of April 1, 2022 with Bank of Montreal, as Administrative Agent, and BMO Harris Financing, Inc., as a lender party thereto. *](#)
- 10.22 [Second Amended and Restated Credit Agreement, entered into as of January 29, 2020, by and among FCStone Merchant Services, LLC, as Borrower, INTL FCStone Inc., as Guarantor, the several financial institutions from time to time party to this Agreement, as Lenders, and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Administrative Agent.](#)
- 10.23 [Amended and Restated Credit Agreement, made as of October 13, 2022, by and among StoneX Financial Ltd, as Borrower, StoneX Group Inc., as Guarantor, the financial institutions from time to time party to this Agreement, as Lenders, and Barclays Bank PLC, as Administrative Agent. *](#)
- 10.24 [License Agreement, dated August 9, 2007, by and between GAIN Capital Group, LLC and MetaQuotes Software Corp.](#)
- 10.25 [Form of Indemnification Agreement with Gain Capital Holdings Inc.'s Non-Employee Directors.](#)
- 10.26 [Sixth Amendment dated April 21, 2022, to the Amended and Restated Credit Agreement, dated as of February 22, 2019 by and between StoneX Group Inc. \(f/k/a INTL FCStone Inc.\) as Borrower, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent \(Annex A to the Sixth Amendment contains the Amended and Restated Credit Agreement, as amended by the Sixth Amendment thereto\) \(incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on April 27, 2022\).](#)
- 10.27 [Second Supplemental Indenture, dated as of April 21, 2022, by and among StoneX Payment Services Ltd., StoneX Group Inc. \(f/k/a INTL FCStone Inc.\), the Guarantoring Subsidiaries and the Trustee and Collateral Agent \(incorporated by reference from Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on April 27, 2022\).](#)
- 10.28 [Intercreditor Joinder Agreement, dated April 21, 2022, by and among StoneX Payment Services Ltd., Bank of America, N.A., as Administrative Agent and Control Agent, The Bank of New York Mellon, as Indenture Trustee and Collateral Agent \(incorporated by reference from Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the SEC on April 27, 2022\).](#)
- 10.29 [Joinder Agreement, dated April 21, 2022, to the Amended and Restated Credit Agreement, dated as of February 22, 2019, by and between StoneX Payment Services Ltd., and Bank of America, N.A., as Administrative Agent \(incorporated by reference from Exhibit 10.4 to the Company's Current Report on Form 8-K filed with the SEC on April 27, 2022\).](#)

- 10.30 [Third Amended and Restated Credit Agreement, entered into as of July 28, 2022, by and among StoneX Commodity Solutions LLC \(formerly known as FCStone Merchant Services, LLC\), as Borrower, StoneX Group Inc., as Guarantor, the several financial institutions from time to time party to this Agreement, as Lenders, and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Administrative Agent \(incorporated by reference from Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 3, 2022\).](#)
- 14 [StoneX Group Inc. Code of Ethics](#)
- 21 [List of the Company's subsidiaries.](#) *
- 23.1 [Consent of KPMG LLP](#) *
- 31.1 [Certification of Chief Executive Officer, pursuant to Rule 13a—14\(a\).](#) *
- 31.2 [Certification of Chief Financial Officer, pursuant to Rule 13a—14\(a\).](#) *
- 32.1 [Certification of Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#) *
- 32.2 [Certification of Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#) *
- 101.INS Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)
- 101.SCH Inline XBRL Taxonomy Extension Schema Document
- 101.CAL Inline XBRL Taxonomy Extension Calculation Linkbase Document
- 101.DEF Inline XBRL Taxonomy Extension Definition Linkbase Document
- 101.LAB Inline XBRL Taxonomy Extension Label Linkbase Document
- 101.PRE Inline XBRL Taxonomy Extension Presentation Linkbase Document
- 104 Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)
 - * Filed as part of this report.
 - + Management contract or compensatory plan or arrangement

Schedules and Exhibits Excluded

All schedules and exhibits not included are not applicable, not required or would contain information which is included in the Consolidated Financial Statements, Summary of Significant Accounting Policies, or the Notes to the Consolidated Financial Statements.

Item 16. Form 10-K Summary

None.

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

StoneX Group Inc.

/s/ SEAN M. O'CONNOR

Sean M. O'Connor
Chief Executive Officer

Dated: November 29, 2022

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ JOHN RADZIWILL</u> John Radziwill	Director and Chairman of the Board	November 29, 2022
<u>/s/ SEAN M. O'CONNOR</u> Sean M. O'Connor	Director, President and Chief Executive Officer (Principal Executive Officer)	November 29, 2022
<u>/s/ ANNABELLE G. BEXIGA</u> Annabelle G. Bexiga	Director	November 29, 2022
<u>/s/ SCOTT J. BRANCH</u> Scott J. Branch	Director	November 29, 2022
<u>/s/ DIANE L. COOPER</u> Diane L. Cooper	Director	November 29, 2022
<u>/s/ JOHN M. FOWLER</u> John M. Fowler	Director	November 29, 2022
<u>/s/ STEVEN KASS</u> Steven Kass	Director	November 29, 2022
<u>/s/ ERIC PARTHEMORE</u> Eric Parthemore	Director	November 29, 2022
<u>/s/ DHAMU THAMODARAN</u> Dhamu Thamodaran	Director	November 29, 2022
<u>/s/ WILLIAM J. DUNAWAY</u> William J. Dunaway	Chief Financial Officer (Principal Financial and Accounting Officer)	November 29, 2022

DESCRIPTION OF REGISTRANT'S SECURITIES

As of November 29, 2022, StoneX Group Inc., a Delaware corporation (hereinafter, the "Company"), had one class of securities registered pursuant to Section 12 of the U.S. Securities Exchange Act of 1934, as amended: Common Stock, par value \$0.01 per share (the "Common Stock"). The following summary includes a brief description of the Common Stock, as well as certain related additional information.

General. The Company has authority to issue 30,000,000 shares of Common Stock, and 1,000,000 shares of preferred stock, par value \$0.01 per share (the "Preferred Stock"), issuable in one or more series from time to time by resolution of the Company's Board of Directors (the "Board").

Voting Rights. Holders of Common Stock are entitled to one vote for each share held of record and are vested with all of the voting power, except as the Board may provide in the future with respect to any class or series of Preferred Stock that it may authorize in the future. Any action to be taken at a meeting of the stockholders may be taken without a meeting by written consent.

Dividend Rights. Holders of Common Stock are entitled to receive dividends when, as, and if declared by the Board out of any funds legally available for dividends, subject to the preferences applicable to any shares of Preferred Stock outstanding at the time.

No Preemption, Conversion or Redemption Rights; No Sinking Fund Provisions. Shares of Common Stock are not redeemable and have no subscription, conversion or preemption rights. There are no sinking fund provisions.

Right to Receive Liquidation Distributions. Holders of Common Stock are entitled, upon liquidation, to share ratably in all assets remaining after payment of liabilities.

Anti-Takeover Effects of the Certificate of Incorporation and Bylaws. The provisions of the Company's Certificate of Incorporation, as amended (the "Certificate of Incorporation") and Amended and Restated Bylaws (the "Bylaws") described below may have the effect of delaying, deferring or preventing a change in control of the Company:

- Board may adopt, amend or repeal bylaws without stockholder approval;
- the Bylaws specify advance notice procedures that stockholders must follow in order to bring business at an annual or special meeting of stockholders, and proxy access procedures for director nominations at annual meetings;
- the Bylaws provide that the Secretary of the Company shall call a special meeting of stockholders upon the written request of a stockholder, or group of stockholders, owning not less than 20% of the outstanding capital stock of the Company, provided that the stockholder or stockholders satisfy the procedural requirements specified in the Bylaws;
- the Bylaws otherwise limit the ability to call special meetings of stockholders to the President or a majority of the Board;
- vacancies on the Board can be filled by a majority vote of the remaining members of the Board, even where less than a quorum, or by decision of a sole remaining director, or, upon application by a stockholder or stockholders holding at least 10% of the shares currently outstanding to the Court of Chancery, by a vote of the stockholders required for the election of directors generally, if the remaining members of the Board constitute less than a majority of the Board;
- the Board is authorized to issue Preferred Stock without stockholder approval; and
- the Company is incorporated in Delaware and is thus subject to the provisions of the General Corporation Law of the State of Delaware (the "DGCL"), including Section 203 of the DGCL regarding business combinations with an interested stockholder.

The foregoing summary does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Certificate of Incorporation and Bylaws. For additional information we encourage you to read the Certificate of Incorporation and Bylaws, including amendments, all of which are exhibits to the Company's Annual Report on Form 10-K, and applicable provisions of the DGCL.

**NINETEENTH AMENDMENT TO
AMENDED AND RESTATED CREDIT AGREEMENT**

This Nineteenth Amendment to Amended and Restated Credit Agreement (herein, the “*Amendment*”) is entered into as of April 1, 2022, by and among StoneX Financial Inc., a Florida corporation (“*Borrower*”), StoneX Group Inc., a Delaware corporation, as the Guarantor, the financial institutions party to this Amendment, as lenders (the “*Lenders*”), and Bank of Montreal, as administrative agent (the “*Administrative Agent*”).

PRELIMINARY STATEMENTS

A. The Borrower, the Guarantor, the Lenders and the Administrative Agent entered into a certain Amended and Restated Credit Agreement dated as of June 21, 2010, as amended (the “*Credit Agreement*”). All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement.

B. The Borrower has requested that the Lenders amend the Credit Agreement, and the Lenders are willing to do so under the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. AMENDMENTS.

Subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Credit Agreement shall be and hereby is amended as follows:

1.1. Section 1 of the Credit Agreement shall be and hereby is amended by inserting a new Section 1.14 immediately after Section 1.13 to read in its entirety as follows:

Section 1.14. Effect of Benchmark Transition Event. Notwithstanding anything to the contrary herein or in any other Loan Document:

(a) *Benchmark Replacement.* Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark

Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(b) *Benchmark Replacement Conforming Changes.* In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) *Notice; Standards for Decisions and Determinations.* The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will promptly notify the Borrower of the removal or reinstatement of the one month tenor. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 1.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 1.14.

(d) *Benchmark Unavailability Period.* During a Benchmark Unavailability Period, the component of Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Base Rate.

1.4. Section 5.1 of the Credit Agreement shall be and hereby is amended by (i) amending and restating certain defined terms set forth below and (ii) inserting new defined terms in their appropriate alphabetical order, in each case to read in their entirety as follows:

“*Base Rate*” means, for any day, the rate per annum equal to the greatest of: (a) the rate of interest announced or otherwise established by Bank from time to time as its prime commercial rate, or its equivalent, for U.S. Dollar loans to borrowers located in the United States as in effect on such day, with any change

in the Base Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate (it being acknowledged and agreed that such rate may not be Bank's best or lowest rate), (b) the sum of (i) the rate determined by Bank to be the average (rounded upward, if necessary, to the next higher 1/100 of 1%) of the rates per annum quoted to Bank at approximately 10:00 a.m. (or as soon thereafter as is practicable) on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) by two or more Federal funds brokers selected by Bank for sale to Bank at face value of Federal funds in the secondary market in an amount equal or comparable to the principal amount for which such rate is being determined, plus (ii) 1/2 of 1%, and (c) the sum of (i) Term SOFR for a one-month tenor in effect on such day plus (ii) 1.11448%. Any change in the Base Rate due to a change in the prime rate, the quoted federal funds rates or Term SOFR, as applicable, shall be effective from and including the effective date of the change in such rate. If the Base Rate is being used as an alternative rate of interest pursuant to Section 1.14, then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above, provided that if Base Rate as determined above shall ever be less than the Floor, then Base Rate shall be deemed to be the Floor.

"*Benchmark*" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 1.14.

"*Benchmark Replacement*" means, either of the following to the extent selected by Administrative Agent in its sole discretion,

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"*Benchmark Replacement Adjustment*" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark

Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

“*Benchmark Replacement Date*” means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event”, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event”, the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative or not to comply with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to such Benchmark (or the published component used in the calculation thereof).

“*Benchmark Transition Event*” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time

of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof); or

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative or do not, or as a specified future date will not, comply with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to such Benchmark (or the published component used in the calculation thereof).

“*Benchmark Unavailability Period*” means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 1.14 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 1.14.

“*Business Day*” means any day (other than a Saturday or Sunday) on which banks are not authorized or required to close in Chicago, Illinois or, with respect to calculating Term SOFR, any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be

closed for the entire day for purposes of trading in United States government securities.

“*Conforming Changes*” means with respect to either the use of administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Overnight Base Rate,” the definition of “Business Day,” the timing and frequency of determining rates and making payments of interest, the timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“*Floor*” means 0.0%.

“*Termination Date*” means the earliest to occur of (i) March 31, 2023, (ii) the Business Day immediately succeeding the date on which a Termination Event occurs, or (iii) such earlier date on which the Commitments are terminated in whole pursuant to Section 1.10, 9.2 or 9.3 hereof.

“*SOFR*” means a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York) or a successor administrator of the secured overnight financing rate).

“*Term SOFR*” means the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “*Term SOFR Determination Day*”) that is two (2) Business Days prior to such day, as such rate is published by the Term SOFR Administrator; *provided, however*, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day, the Term SOFR Reference Rate for a tenor of one month has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for a tenor of one month as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Term SOFR Determination Day.

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“*Term SOFR Administrator*” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“*Term SOFR Reference Rate*” means the forward-looking term rate based on the secured overnight financing rate as administered by the Federal Reserve

Bank of New York (or a successor administrator of the secured overnight financing rate)

SECTION 2. CONDITIONS PRECEDENT.

This Amendment shall become effective upon satisfaction of all of the following conditions precedent:

2.1. The Borrower, the Guarantor, the Lenders and the Administrative Agent shall have executed and delivered this Amendment.

2.2. The Administrative Agent shall have received good standing certificates for each of the Borrower and the Guarantor from the Secretary of State from the state of its incorporation (dated no earlier than 30 days prior to the date of this Amendment).

2.3. Legal matters incident to the execution and delivery of this Amendment shall be satisfactory to the Administrative Agent and its counsel.

SECTION 3. REPRESENTATIONS.

3.1. In order to induce the Administrative Agent and the Lenders to execute and deliver this Amendment, the Borrower hereby represents to the Administrative Agent and the Lenders that as of the date hereof (a) the representations and warranties set forth in Section 6 of the Credit Agreement are and shall be and remain true and correct in all material respects (except to the extent that such representations and warranties relate to an earlier date) and (b) it is in compliance with the terms and conditions of the Credit Agreement and no Default or Event of Default has occurred and is continuing under the Credit Agreement or shall result after giving effect to this Amendment.

3.2. The Borrower and the Guarantor (collectively, the “*Loan Parties*”) hereby certifies that: (x) the copies of such Loan Party’s organizational documents (*i.e.*, articles of incorporation or organization and by-laws or operating agreement, etc.) previously delivered to the Administrative Agent under the Loan Documents continue to be true, correct and complete, have not been amended or otherwise modified since the date of such delivery, and are in full force and effect on the date hereof; (y) the resolutions of such Loan Party delivered in connection with the Loan Documents and on file with the Administrative Agent have not been amended, modified, supplemented or restated, and such resolutions are in full force and effect on the date hereof, and (z) each Person previously identified by such Loan Party to sign any Loan Document on behalf of such Loan Party continues to be so authorized on the date hereof and is authorized to sign this Amendment.

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SECTION 4. MISCELLANEOUS.

4.1. Except as specifically amended herein, the Credit Agreement, including without limitation the Guarantees set forth in Section 11 thereof and the Notes issued pursuant to Section 1.9 thereof, shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in the Credit Agreement, the Notes, or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Credit Agreement, any

reference in any of such items to the Credit Agreement being sufficient to refer to the Credit Agreement as amended hereby.

4.2. The Borrower agrees to pay on demand all out of pocket costs and expenses of or incurred by the Administrative Agent in connection with the negotiation, preparation, execution and delivery of this Amendment, including the fees and expenses of counsel for the Administrative Agent.

4.3. This Amendment may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Amendment by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of executed counterparts of this Amendment by telecopy or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as an original. This Amendment shall be governed by the internal laws of the State of Illinois.

This Nineteenth Amendment to Amended and Restated Credit Agreement is entered into as of the date and year first above written.

STONEX FINANCIAL INC., as the Borrower

By /s/ William J. Dunaway
Name William J. Dunaway
Title Chief Financial Officer

By /s/ Kevin T. Murphy
Name Kevin T. Murphy
Title Group Treasurer

STONEX GROUP INC., as the Guarantor

By /s/ William J. Dunaway
Name William J. Dunaway
Title Chief Financial Officer

By /s/ Kevin T. Murphy
Name Kevin T. Murphy
Title Group Treasurer

Accepted and agreed to.

BANK OF MONTREAL, as Administrative Agent

By /s/ Matthew Witt
Name Matthew Witt
Title Vice President

BMO HARRIS FINANCING, INC., as a Lender

By /s/ Matthew Witt
Name Matthew Witt
Title Vice President

[Signature Page to Nineteenth Amendment to Amended and Restated Credit Agreement]

Amendment and restatement agreement

relating to a USD 50,000,000 single currency revolving facility agreement originally dated 14 October 2020, as amended and restated pursuant to amendment and restatement agreements dated 7 December 2020 and 18 November 2021

Dated 2022

13 October

StoneX Financial Ltd
(the Borrower)

StoneX Group Inc.
(the Parent)

Barclays Bank PLC
(as Agent)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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Amendment and restatement agreement

Dated 2022

13 October

Between

- (1) **StoneX Group Inc.**, a corporation incorporated in Delaware in the US with registered number 2141726 (the **Parent**);
- (2) **StoneX Financial Ltd**, a company incorporated in England and Wales with registered number 05616586 (the **Borrower**);
- (3) The financial institutions listed in Schedule 1 as lenders (the **Lenders**); and
- (4) **Barclays Bank PLC** as agent of the other Finance Parties (the **Agent**). **Recitals**

- A This Agreement is supplemental to and amends and restates a USD 50,000,000 single currency revolving facility agreement originally dated 14 October 2020 (as amended and restated pursuant to amendment and restatement agreements dated 7 December 2020 and 18 November 2021) between (among others) the Parent, the Borrower and the Agent (the **Facility Agreement**).
- B The Parties have agreed to amend and restate the Facility Agreement on the terms of this Agreement.

It is agreed:

1 Definitions and construction

1.1 Definitions

Words and expressions defined in the Facility Agreement shall have the same meanings in this Agreement. In addition, in this Agreement:

Effective Date means the day on which the Agent notifies the Borrower that it has received, in form and substance satisfactory to it (or that it has waived the receipt of) all of the documents and other evidence listed in Schedule 2 (*Conditions precedent*).

Restated Facility Agreement means the Facility Agreement, as amended and restated by this Agreement and set out in Appendix A (*Amended and restated Facility Agreement*).

1.2 Construction

The principles of construction set out in clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Agreement, insofar as they are relevant to it, as they apply to the Facility Agreement.

1.3 Third party rights

The provisions of clause 1.4 (*Third party rights*) of the Facility Agreement shall apply to this Agreement as they apply to the Facility Agreement.

2 Amendment and restatement

2.1 Amendment and restatement

With effect from the Effective Date, the Facility Agreement shall be amended and restated in the form set out in Appendix A (*Amended and restated Facility Agreement*).

2.2 Effective Date

The Effective Date must occur on or before the date falling 5 Business Days after the date of this Agreement (the **Longstop Date**).

2.3 Longstop Date

If the Effective Date has not occurred on or before the Longstop Date then this Agreement will have no further effect, other than the obligations of the Borrower under Clause 7 (*Fees and expenses*) which will continue with full force and effect.

3 Waiver

- 3.1 Pursuant to Clause 22.11 (*Financial Indebtedness*) of the Facility Agreement, the Borrower must not incur or allow to remain outstanding Financial Indebtedness which is not Permitted Financial Indebtedness. The facility limit under the warrant facility agreement between the Borrower and Bank of China Limited, London Branch (as referred to at paragraph (g) of the definition of Permitted Financial Indebtedness) (the **Warrant Agreement**) has been increased from the permitted maximum principal amount of USD 20,000,000 to USD 45,000,000. To the extent that the principal amount outstanding under the Warrant Agreement has at any time prior to the Effective Date been in excess of USD 20,000,000, this constitutes an Event of Default under Clause 23.3 (*Other obligations*) of the Facility Agreement (the **Relevant Default**).
- 3.2 With effect for the period from the Effective Date until 18 November 2022 only, each Finance Party waives its rights under the Facility Agreement in respect of the Relevant Default which occurred prior to the Effective Date.
- 3.3 Other than as specified in Clause 3.2 above, nothing in this Agreement is, or should be construed as:
- (a) a waiver of, or consent to, any breach or potential breach (present or future) of any provision of the Finance Documents; or
 - (b) a waiver of any of the rights of any Finance Party under the Finance Documents.

4 Confirmations

Without prejudice to the rights of any Finance Party which have arisen on or before the Effective Date:

- (a) each Obligor confirms that, on and from the Effective Date the Facility Agreement (as amended and restated by this Agreement), and the other Finance Documents, will remain in full force and effect; and
- (b) the Parent confirms that, on and after the Effective Date, its guarantee, undertaking and indemnity contained in clause 18 (*Guarantee and indemnity*) of the Facility

Agreement will remain in full force and effect and will continue to apply to the Borrower's obligations under the Finance Documents as amended from time to time (including as amended and restated by this Agreement).

5 Representations and warranties

The representations and warranties set out in clause 19 (*Representations*) of the Facility Agreement are deemed to be repeated by each Obligor by reference to the facts and circumstances then existing on:

- (a) the date of this Agreement; and
- (b) the Effective Date.

6 Further action

Each Obligor shall, at its own expense, promptly take any action and sign or execute any further documents which the Agent may require in order to give effect to the requirements of this Agreement.

7 Fees and expenses

7.1 Upfront fees

The Borrower shall pay to each Lender an upfront fee in the amount and at the times agreed in a fee letter between such parties.

7.2 Amendment costs

The Borrower shall reimburse the Agent for the amount of all costs and expenses (including legal and other professional fees and VAT) reasonably incurred by it in connection with this Agreement.

8 Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

9 Governing law and enforcement

9.1 Governing law

This Agreement is governed by English law.

9.2 Enforcement

The provisions of clause 43 (*Enforcement*) of the Facility Agreement shall apply to this Agreement as it applies to the Facility Agreement.

10 Finance Documents

This Agreement is designated a Finance Document.

Schedule 1 – The Lenders

Barclays Bank PLC

HSBC Bank USA, N.A.

Schedule 2 – Conditions precedent

The documents and other evidence referred to in the definition of **Effective Date** are as follows:

1 Obligors

- (a) A copy of the constitutional documents of each Obligor or a certificate (signed by a director) confirming that no change has been made to such documents since those delivered as conditions precedent under the Facility Agreement.
- (b) A copy of a resolution of the board of directors of each Obligor:
 - (i) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute, deliver and perform this Agreement;
 - (ii) authorising a specified person or persons to execute this Agreement on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with this Agreement.
- (c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to this Agreement.
- (d) A certificate of an authorised signatory of the relevant Obligor certifying that each copy document relating to it specified in this Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2 Finance Documents

- (a) This Agreement, executed by all parties to it.
- (b) An agency fee letter between the Borrower and the Agent, executed by all parties to it.
- (c) An arrangement fee letter between the Borrower and Barclays Bank PLC as Lender, executed by all parties to it.
- (d) An arrangement fee letter between the Borrower and HSBC Bank USA, N.A. as Lender, executed by all parties to it.

3 Legal opinion

- (a) A legal opinion of Dentons UK and Middle East LLP, legal advisers to the Agent in England, substantially in the form distributed to the Lenders prior to signing this Agreement.
- (b) A legal opinion of Potter, Anderson & Corroon LLP, legal advisers to the Agent in Delaware, substantially in the form distributed to the Lenders prior to signing this Agreement.

4 Other documents and evidence

- (a) Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 7 (*Fees and expenses*) have been paid.
- (b) A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by this Agreement or for the validity and enforceability of this Agreement.

SIGNED by)
William Dunaway and)
Kevin Murphy)
for and on behalf of)
StoneX Group Inc.)

The Borrower

SIGNED by)

Justin VanWijingaarden)
and)
Stuart Davison)
for and on behalf of)
StoneX Financial Ltd)

The Agent

SIGNED by)
Neil Brown)
for and on behalf of)
Barclays Bank PLC)

The Lenders

SIGNED by)
Neil Brown)

for and on behalf of)
Barclays Bank PLC)

SIGNED by)
Santiago Riviere)
for and on behalf of)
HSBC Bank USA, N.A.)

Appendix A - Amended and restated Facility Agreement

USD 50,000,000 single currency revolving facility agreement

Originally dated 14 October 2020, as amended by amendment and restatement agreements dated 7 December 2020, 18 November 2021 and 13 October 2022

StoneX Financial Ltd (the Borrower)

StoneX Group Inc. (the Parent)

Barclays Bank PLC (as Agent)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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Schedule 11 – Form of Termination Date Request 131

Facility agreement

Dated

Between

- (1) **StoneX Group Inc.**, a corporation incorporated in Delaware in the US with registered number 2141726 (the **Parent**);
- (2) **StoneX Financial Ltd**, a company incorporated in England and Wales with registered number 05616586 (the **Borrower**);
- (3) The financial institutions listed in Schedule 1 (*The Lenders*) as lenders (the **Original Lenders**); and
- (4) **Barclays Bank PLC** as agent of the other Finance Parties (the **Agent**).

It is agreed:

Section 1 – Interpretation

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

Acceptable Bank means:

- (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognised credit rating agency; or
- (b) any other bank or financial institution approved by the Agent.

Accordion Option means the option available to the Borrower (in accordance with Clause 2.6 (*Accordion option*)) to request an increase in the Total Commitments.

Accordion Option Notice means a notice substantially in the form set out in Schedule 10 (*Form of Accordion Option Notice*).

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Ancillary Commencement Date means, in relation to an Ancillary Facility, the date on which that Ancillary Facility is first made available, which date shall be a Business Day within the Availability Period for the Facility.

Ancillary Commitment means, in relation to an Ancillary Lender and an Ancillary Facility, the maximum amount which that Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility and which has been authorised as such under Clause 6 (*Ancillary Facilities*) to the

extent that amount is not cancelled or reduced under this Agreement or the Ancillary Documents relating to that Ancillary Facility.

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility.

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with Clause 6 (*Ancillary Facilities*).

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 6 (*Ancillary Facilities*).

Ancillary Outstandings means, at any time, in relation to an Ancillary Lender and an Ancillary Facility then in force the aggregate of the following amounts outstanding under that Ancillary Facility:

- (a) the principal amount under each overdraft facility and on-demand short term loan facility (net of any Available Credit Balance);
- (b) the face amount of each guarantee, bond and letter of credit under that Ancillary Facility; and
- (c) the amount fairly representing the aggregate exposure (excluding interest and similar charges) of that Ancillary Lender under each other type of accommodation provided under that Ancillary Facility,

in each case as determined by such Ancillary Lender, acting reasonably in accordance with its normal banking practice and in accordance with the relevant Ancillary Document.

Assignment Agreement means an agreement substantially in the form set out in Schedule 5 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee.

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Availability Period means the period from and including the date of this Agreement to and including the date falling one Month before the Termination Date.

Available Commitment means a Lender's Commitment minus (subject as set out below):

- (a) the amount of its participation in any outstanding Loans and the aggregate of its Ancillary Commitments; and
- (b) in relation to any proposed Utilisation, the amount of its participation in any Loans that are due to be made on or before the proposed Utilisation Date and the amount of its and its Affiliate's Ancillary Commitment in relation to any new Ancillary Facility that is due to be made available on or before the proposed Utilisation Date.

For the purposes of calculating a Lender's Available Commitment in relation to any proposed Loan the following amounts shall not be deducted from that Lender's Commitment:

- (i) that Lender's participation in any Loans that are due to be repaid or prepaid on or before the proposed Utilisation Date; and

- (ii) that Lender's (and its Affiliate's) Ancillary Commitments to the extent that they are due to be reduced or cancelled on or before the proposed Utilisation Date.

Available Credit Balance means, in relation to an Ancillary Facility, credit balances on any account of the Borrower with the Ancillary Lender making available that Ancillary Facility to the extent that those credit balances are freely available to be set off by that Ancillary Lender against liabilities owed to it by the Borrower under that Ancillary Facility.

Available Facility means the aggregate for the time being of each Lender's Available Commitment.

Benefit Plan means any of:

- (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA;
- (b) a "plan" as defined in and subject to Section 4975 of the Code; or
- (c) any entity whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

Borrower Group means the Borrower and its Subsidiaries for the time being. **Break Costs** means the amount (if any) by which:

- (a) the interest which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

- (b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London and New York.

Cash Equivalent Investments means at any time:

- (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;
- (b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;
- (c) commercial paper not convertible or exchangeable to any other security;

- (i) for which a recognised trading market exists;
 - (ii) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State;
 - (iii) which matures within one year after the relevant date of calculation; and
 - (iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;
- (d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent);
- (e) any investment in money market funds which:
- (i) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited; and
 - (ii) invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above,
- to the extent that investment can be turned into cash on not more than 30 days' notice;
- (f) repurchase agreements entered into by any entity with a bank or trust company (including any of the Lenders) or recognised securities dealer having capital and surplus in excess of USD 500,000,000 for direct obligations issued by or fully guaranteed by the government of the United States of America, or the government of the United Kingdom, in which such entity shall have a perfected first priority security interest (subject to no other Security) and having, on the date of purchase thereof, a fair market value of at least 100 per cent of the amount of the repurchase obligations; or
- (g) any other debt security approved by the Majority Lenders,

in each case, to which any Obligor or member of the Borrower Group is alone (or together with any other Obligor or member of the Borrower Group) beneficially entitled at that time and which is not issued or guaranteed by any Obligor or member of the Borrower Group or subject to any Security.

Central Bank Rate means:

- (a) the short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or
- (b) if that target is not a single figure, the arithmetic mean of:

- (i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and
- (ii) the lower bound of that target range.

Central Bank Rate Adjustment means in relation to the Central Bank Rate prevailing at close of business on any SOFR Banking Day, the mean (calculated by the Agent (or by any other Finance Party which agrees to do so in place of the Agent)) of the Central Bank Rate Spreads for the five most immediately preceding SOFR Banking Days for which SOFR was available, excluding the days with the highest (and, if there is more than one highest spread, only one of those highest spreads) and lowest spreads (and, if there is more than one lowest spread, only one of those lowest spreads) to the Central Bank Rate.

Central Bank Rate Spread means, in relation to any SOFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Agent (or by any other Finance Party which agrees to do so in place of the Agent) of:

- (a) SOFR for that SOFR Banking Day; and
- (b) the Central Bank Rate prevailing at close of business on that SOFR Banking Day.

Code means the US Internal Revenue Code of 1986.

Commitment means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" in Schedule 1 (*The Lenders*) and the amount of any other Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*); and
- (b) in relation to any other Lender, the amount of any Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*) or Clause 2.6 (*Accordion option*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

Compliance Certificate means a certificate substantially in the form set out in Schedule 6 (*Form of Compliance Certificate*).

Confidential Information means all information relating to the Borrower, any Obligor, the Group, the Finance Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:

- (a) any member of the Group or any of its advisers; or
- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (i) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 37 (*Confidential Information*);
- (ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers;
- (iii) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

Confidentiality Undertaking means a confidentiality undertaking substantially in a form recommended by the LMA or in any other form agreed between the Borrower and the Agent.

CTA means the Corporation Tax Act 2009.

Daily Rate means, for any SOFR Banking Day:

- (a) SOFR for that SOFR Banking Day;
- (b) if SOFR is not available for that SOFR Banking Day, the percentage rate per annum which is the aggregate of:
 - (i) the Central Bank Rate for that SOFR Banking Day; and
 - (ii) the applicable Central Bank Rate Adjustment; or
- (c) if paragraph (b) above applies but the Central Bank Rate for that day is not available, the percentage rate per annum which is the aggregate of:
 - (i) the most recent Central Bank Rate for a day which is no more than five SOFR Banking Days before that day; and
 - (ii) the applicable Central Bank Rate Adjustment.

Debt Purchase Transaction means, in relation to a person, a transaction where such person:

- (a) purchases by way of assignment or transfer;
- (b) enters into any sub-participation in respect of; or
- (c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

any Commitment or amount outstanding under this Agreement.

Default means an Event of Default or any event or circumstance specified in Clause 23 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

Defaulting Lender means any Lender:

- (a) which has failed to make its participation in a Loan available (or has notified the Agent or the Parent (which has notified the Agent) that it will not make its participation in a Loan available) by the Utilisation Date of that Loan in accordance with Clause 5.4 (*Lenders' participation*);
- (b) which has otherwise rescinded or repudiated a Finance Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing, unless, in the case of paragraph (a) above:
 - (i) its failure to pay is caused by:
 - (A) administrative or technical error; or
 - (B) a Disruption Event,and payment is made within five Business Days of its due date; or
 - (ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question:

Designated Gross Amount means the amount notified by the Borrower to the Agent upon the establishment of a Multi-account Overdraft as being the maximum amount of Gross Outstandings that will, at any time, be outstanding under that Multi-account Overdraft.

Designated Net Amount means the amount notified by the Borrower to the Agent upon the establishment of a Multi-account Overdraft as being the maximum amount of Net Outstandings that will, at any time, be outstanding under that Multi-account Overdraft.

Disruption Event means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
 - (i) from performing its payment obligations under the Finance Documents; or
 - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

Effective Date means the "Effective Date" as defined in the Second Amendment and Restatement Agreement.

Eligible Institution means any Lender or other bank, financial institution, trust, fund or other entity selected by the Borrower and which, in each case, is not a member of the Group.

Enhanced Daily Rate means, in relation to any day, the percentage rate per annum which is the aggregate of:

- (a) the Daily Rate for that day, or if that day is not a SOFR Banking Day, the immediately preceding SOFR Banking Day; and
- (b) 0.00644 per cent. per annum,

and, in each case, if that rate is less than zero, the Enhanced Daily Rate shall be deemed to be zero.

ERISA means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

ERISA Affiliate means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

Event of Default means any event or circumstance specified as such in Clause 23 (*Events of Default*).

Extension Option means the option of the Borrower to request an extension of the Termination Date in accordance with the provisions of Clause 2.5 (*Extension Option*).

Extension Request means a request made by the Borrower under Clause 2.5 (*Extension Option*) to extend the Termination Date substantially in the form of Schedule 7 (*Form of Extension Request*).

Facility means the revolving loan facility made available under this Agreement as described in paragraph (a) of Clause 2 (*The Facility*).

Facility Office means the office or offices notified by a Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement.

FATCA means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FATCA Application Date means:

- (a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA.

FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA Deduction.

FCA means the Financial Conduct Authority, or any of its authorised successors. **Fee Letter** means:

- (a) any letter or letters dated on or about the date of this Agreement between the Agent and the Borrower setting out any of the fees referred to in Clause 12 (*Fees*);
- (b) any letters or letters dated on or about the date of the Third Amendment and Restatement Agreement between the Agent and the Borrower setting out the fee referred to in Clause 12 (*Fees*) of this Agreement and/or between any Lender and the Borrower setting out any of the fees set out in clause 7 of the Third Amendment and Restatement Agreement;
- (c) any agreement setting out fees payable to the Agent or a Lender in connection with an exercise of the Accordion Option; and
- (d) any agreement setting out fees payable to a Finance Party referred to in Clause 12.4 (*Interest, commission and fees on Ancillary Facilities*) or under any other Finance Document.

Finance Document means this Agreement, the First Amendment and Restatement Agreement, the Second Amendment and Restatement Agreement, the Third Amendment and Restatement Agreement, any Ancillary Document, any Fee Letter, any Extension Request, any Accordion Option Notice and any other document designated as such by the Agent and the Borrower.

Finance Lease means any lease or hire purchase contract, a liability under which would, in accordance with GAAP, be treated as a balance sheet liability (other than a lease or hire purchase contract which would, in accordance with the GAAP in force prior to 1 January 2019, have been treated as an operating lease).

Finance Party means the Agent, a Lender or any Ancillary Lender. **Financial Indebtedness**

means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with GAAP in force prior to 1 January 2019, have been treated as an operating lease);
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

First Amendment and Restatement Agreement means the amendment and restatement agreement dated 7 December 2020 between the Obligor, Barclays Bank PLC as Original Lender and the Agent.

GAAP means:

- (a) in respect of the Borrower, generally accepted accounting principles in the United Kingdom, including IFRS; and
- (b) in respect of the Parent, generally accepted accounting principles in the US. **Group** means the Parent and its Subsidiaries for the time being.

Gross Outstandings means, in relation to a Multi-account Overdraft, the Ancillary Outstandings of that Multi-account Overdraft but calculated on the basis that the words "(net of any Available Credit Balance)" in paragraph (a) of the definition of **Ancillary Outstandings** were deleted.

HMT means Her Majesty's Treasury of the United Kingdom.

Holding Company means, in relation to a person, any other person in respect of which it is a Subsidiary.

IFRS means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

Impaired Agent means the Agent at any time when:

- (a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;
- (b) the Agent otherwise rescinds or repudiates a Finance Document;
- (c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) or (b) of the definition of **Defaulting Lender**; or
- (d) an Insolvency Event has occurred and is continuing with respect to the Agent; unless, in the case of paragraph (a) above:
 - (i) its failure to pay is caused by:
 - (A) administrative or technical error; or
 - (B) a Disruption Event; andpayment is made within five Business Days of its due date; or
 - (ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

Increase Confirmation means a confirmation substantially in the form set out in Schedule 9 (*Form of Increase Confirmation*).

Increase Lender has the meaning given to that term in Clause 2.2 (*Increase*). **Insolvency Event** in relation to an entity means that the entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

- (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
 - (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);
- (h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (i) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (h) above; or
- (j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

Interest Period means, in relation to a Loan, each period determined in accordance with Clause 10 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 9.3 (*Default interest*).

Investment means any direct or indirect investment by an entity, whether by means of:

- (a) the purchase or other acquisition of an equity interest in another entity;
- (b) a loan, advance or capital contribution to, guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another entity; or
- (c) the acquisition of all or any substantial part of the property of, or a line of business or division of, another entity.

ITA means the Income Tax Act 2007.

Joint Venture means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

Lender means:

- (a) any Original Lender; and

- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a "Lender" in accordance with Clause 2.2 (*Increase*) or Clause 24 (*Changes to the Lenders*),

which in each case has not ceased to be a Party as such in accordance with the terms of this Agreement.

LMA means the Loan Market Association.

LME means the recognised investment exchange and regulated market operated by The London Metal Exchange (FS Register number 207387).

LME Clear means LME Clear Limited (registered in England and Wales under company number 07611628).

LME Rules and Procedures means LME Clear Limited Rules and Procedures published on 22 April 2019 (as varied, amended and/or supplemented from time to time).

Loan means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

Majority Lenders means a Lender or Lenders whose Commitments aggregate more than $66\frac{2}{3}$ per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than $66\frac{2}{3}$ per cent. of the Total Commitments immediately prior to the reduction).

Margin means 2.50 per cent. per annum.

Material Adverse Effect means a material adverse effect on:

- (a) the business, operations, property or condition (financial or otherwise) of the Group taken as a whole;
- (b) the ability of an Obligor to perform its obligations under the Finance Documents; or
- (c) the validity or enforceability of the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents.

Month means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one or, if there is not, on the immediately preceding Business Day;
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period.

Multiemployer Plan means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Parent or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

Multi-account Overdraft means an Ancillary Facility which is an overdraft facility comprising more than one account.

Multiple Employer Plan means a Plan which has two or more contributing sponsors (including the Parent or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

Net Outstandings means, in relation to a Multi-account Overdraft, the Ancillary Outstandings of that Multi-account Overdraft

New Lender has the meaning given to that term in Clause 24 (*Changes to the Lenders*). **Obligor** means the Borrower or the Parent.

OFAC means the Department of the Treasury's Office of Foreign Assets Control of the United States of America.

Original Financial Statements means:

- (a) in relation to the Borrower, the audited consolidated financial statements of the Borrower Group for the financial year ended 2019; and
- (b) in relation to the Parent, its audited financial statements for its financial year ended 2019.

Parent Facility Agreement means the amended and restated credit agreement dated as of 22 February 2019 between, amongst others, the Parent (as borrower) and Bank of America, N.A. (as administrative agent, swing line lender and L/C issuer), in such form as is in existence as at the date of this Agreement.

Party means a party to this Agreement.

Pension Plan means any employee pension benefit plan (including a Multiple Employer Plan or a Multiemployer Plan) that is maintained or is contributed to by the Parent and any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

Permitted Acquisition means:

- (a) an acquisition by an Obligor or a member of the Borrower Group of an asset sold, leased, transferred or otherwise disposed of by another Obligor or member of the Borrower Group in circumstances constituting a Permitted Disposal;
- (b) an acquisition of shares or securities in an existing Subsidiary for non-cash consideration;
- (c) an acquisition of securities which are Cash Equivalent Investments;

- (d) in respect of the Parent, any acquisition that it is permitted to make under the terms of the Parent Facility Agreement;
- (e) the incorporation of a company which on incorporation becomes a member of the Borrower Group, but only if that company is incorporated in the European Union or the United Kingdom with limited liability;
- (f) an acquisition (not being an acquisition by the Parent or the Borrower), for cash consideration, of (A) all of the issued share capital of a limited liability company or (B) (if the acquisition is made by a limited liability company whose sole purpose is to make the acquisition) a business or undertaking carried on as a going concern, but only if:
 - (i) no Default is continuing on the closing date for the acquisition or would occur as a result of the acquisition;
 - (ii) the acquired company, business or undertaking is incorporated or established, and carries on its principal business in, the European Union or the United Kingdom and is engaged in a business substantially the same as that carried on by an Obligor or the Borrower Group;
 - (iii) the consideration (including associated costs and expenses) for the acquisition and any Financial Indebtedness or other assumed actual or contingent liability, in each case remaining in the acquired company (or any such business) at the date of acquisition (when aggregated with the consideration (including associated costs and expenses) for any other Permitted Acquisition and any Financial Indebtedness or other assumed actual or contingent liability, in each case remaining in any such acquired companies or businesses at the time of acquisition (the **Total Purchase Price**) does not in any financial year of the Borrower exceed in aggregate USD 5,000,000 or its equivalent,

and only if such acquisition is not funded by a Loan.

For the purposes of calculating the consideration paid in any financial year of the Borrower under paragraph (f)(iii) above, any deferred portion of the Total Purchase Price and/or any earn-out payments in connection with an acquisition shall be only that counted in the financial year in which such amount is actually paid.

Permitted Disposal means any disposal permitted under paragraph (b) of Clause 22.4 (*Disposals*).

Permitted Financial Indebtedness means Financial Indebtedness:

- (a) to the extent covered by a letter of credit, guarantee or indemnity issued under an Ancillary Facility;
- (b) arising under the Parent Facility Agreement;
- (c) in respect of the Parent, that it is permitted to incur under the terms of the Parent Facility Agreement (including any refinancing of such Financial Indebtedness which is permitted under the terms of the Parent Facility Agreement);
- (d) arising under:

- (i) a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of trade, but not a foreign exchange transaction for investment or speculative purposes; or
 - (ii) an interest rate transaction for spot or forward delivery entered into in connection with protection against fluctuation in interest rates where that interest rate exposure arises in the ordinary course of trade, but not an interest rate transaction for investment or speculative purposes.
- (e) of any person acquired by a member of the Borrower Group after the date of this Agreement which is incurred under arrangements in existence at the date of acquisition, but not incurred or increased or having its maturity date extended in contemplation of, or since, that acquisition, and Permitted Refinancings of such Financial Indebtedness;
- (f) under Finance Leases of vehicles, plant, equipment or computers, **provided that** the aggregate capital value of all such items so leased under outstanding leases by members of the Borrower Group does not exceed USD 5,000,000 (or its equivalent in other currencies) at any time;
- (g) arising under a warrant financing facility agreement entered into between the Borrower and Bank of China Limited, London Branch prior to the date of this Agreement on the terms that are in place as at the date of this Agreement up to a maximum principal amount of:
 - (i) at all times prior to 18 November 2022, USD 20,000,000; and
 - (ii) on and from 18 November 2022 in circumstances where the Termination Date has been extended beyond that date in accordance with the provisions of paragraph (b) of the definition of Termination Date, USD 75,000,000 (or such lower amount as agreed between the Borrower and each of the Lenders); and
- (h) not permitted by the preceding paragraphs and the outstanding amount of which does not exceed USD 5,000,000 (or its equivalent in other currencies) in aggregate for the Borrower Group at any time.

Permitted Refinancing means, with respect to any entity, any modification, refinancing, refunding, renewal or extension of any Financial Indebtedness of such entity, provided that:

- (a) the principal amount thereof does not exceed the principal amount of the Financial Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilised thereunder;
- (b) such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a weighted average life to maturity equal to or greater than, the remaining weighted average life to maturity of, the Financial Indebtedness being modified, refinanced, refunded, renewed or extended;

- (c) at the time thereof, no Default shall have occurred and be continuing;
- (d) if such Financial Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the liabilities of the Obligors under the Finance Documents, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the those liabilities on terms at least as favourable to the Lenders as those contained in the documentation governing the Financial Indebtedness being modified, refinanced, refunded, renewed or extended;
- (e) the terms and conditions (excluding as to subordination and redemption premium) of any such modified, refinanced, refunded, renewed or extended Financial Indebtedness, taken as a whole, shall not be materially less favourable to the Obligors than the Financial Indebtedness being modified, refinanced, refunded, renewed or extended, taken as a whole and the interest rate applicable to any such modified, refinanced, refunded, renewed or extended Indebtedness shall not exceed the then applicable market rate of interest;
- (f) if such Financial Indebtedness being modified, refinanced, refunded, renewed or extended was unsecured, such modification, refinancing, refunding, renewal or extension shall also be unsecured (unless otherwise permitted under the terms of this Agreement);and
- (h) such modification, refinancing, refunding, renewal or extension is incurred by one or more entities which is an obligor of the Financial Indebtedness being modified, refinanced, refunded, renewed or extended.

Permitted Reorganisation means the reorganisation of the Group in accordance with the organisational charts and other information provided to the Finance Parties prior to the date of this Agreement, and which arises as a result of the acquisition of GAIN Capital Holdings Inc. by the Parent.

Plan means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of the Parent or any ERISA Affiliate or any such Plan to which the Parent or any ERISA Affiliate is required to contribute on behalf of any of its employees.

Qualifying Lender has the meaning given to it in Clause 13 (*Tax gross-up and indemnities*).

Quotation Day means, in relation to any period for which an interest rate is to be determined, two Business Days before the first day of that period unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days).

Related Fund in relation to a fund (the **first fund**), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

Relevant Market means the London interbank market.

Repeating Representations means each of the representations set out in Clauses 19.1 (*Status*) to 19.6 (*Governing law and enforcement*), 19.9 (*No default*), 19.10 (*No misleading information*), 19.11 (*Financial statements*), 19.12 (*Pari passu ranking*), 19.14 (*No proceedings*), 19.17 (*Investment Company Act*) and 19.18 (*Margin Stock*).

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

Restricted Party means a person that is:

- (a) listed on, or owned or controlled by a person listed on, a Sanctions List, or a person acting on behalf of such a person;
- (b) located in or organised under the laws of a country or territory that is the subject of country-wide or territory-wide Sanctions, or a person who is owned or controlled by, or acting on behalf of such a person; or
- (c) otherwise a subject of Sanctions.

Rollover Loan means one or more Loans:

- (a) made or to be made on the same day that a maturing Loan is due to be repaid;
- (b) the aggregate amount of which is equal to or less than the amount of the maturing Loan; and
- (c) made or to be made to the same Borrower for the purpose of refinancing that maturing Loan.

Sanctions means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority.

Sanctions Authority means:

- (a) the United Nations;
- (b) the US;
- (c) the European Union;
- (d) the United Kingdom of Great Britain and Northern Ireland; and
- (e) the governments and official institutions or agencies of any of paragraphs (a) to (d) above, including OFAC, the US Department of State, and HMT.

Sanctions List means the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury, or any similar list maintained by, or public announcement of a Sanctions designation made by, a Sanctions Authority, each as amended, supplemented or substituted from time to time.

Second Amendment and Restatement Agreement means the amendment and restatement agreement dated 18 November 2021 between the the Obligor, the Lenders and the Agent.

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

SOFR means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

SOFR Banking Day means any day other than:

- (a) a Saturday or Sunday; and
- (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

Specified Time means a day or time determined in accordance with Schedule 8 (*Timetables*).

Subsidiary means:

- (a) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006; and
- (b) a subsidiary within the meaning of section 1159 of the Companies Act 2006.

Tangible Net Assets has the meaning given to that term in Clause 21.1 (*Financial definitions*).

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Termination Date means, subject to the provisions of Clause 2.5 (*Extension Option*):

- (a) 18 November 2022; or
- (b) in circumstances where, prior to 18 November 2022:
 - (i) the Borrower has delivered to the Agent a request to extend the Termination Date to 14 October 2023 in the form set out in Schedule 11 (*Form of Termination Date Request*);
 - (ii) each Lender (in its sole discretion) has confirmed to the Agent its agreement to extend the Termination Date to 14 October 2023; and
 - (iii) the Agent has countersigned the Termination Date Request to confirm the agreement of the Lenders to extend the Termination Date in accordance with its terms,

14 October 2023.

Third Amendment and Restatement Agreement means the amendment and restatement agreement dated 13 October 2022 between the Obligors, the Lenders and the Agent.

Third Effective Date means the Effective Date as defined in the Third Amendment and Restatement Agreement.

Total Commitments means the aggregate of the Commitments, being \$50,000,000 as at the Effective Date.

Transfer Certificate means a certificate substantially in the form set out in Schedule 4 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrower.

Transfer Date means, in relation to an assignment or a transfer, the later of:

- (a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and
- (b) the date on which the Agent executes the relevant Assignment Agreement or Transfer Certificate.

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

US means the United States of America.

Utilisation means a utilisation of the Facility.

Utilisation Date means the date of a Utilisation, being the date on which a Loan is to be made.

Utilisation Request means a notice substantially in the form set out in Schedule 3 (*Utilisation Request*).

VAT means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
 - (i) the **Agent**, any **Finance Party**, any **Lender**, any **Obligor** or any **Party** shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;
 - (ii) **assets** includes present, future, actual and contingent properties, revenues and rights of every description;

- (iii) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time;
 - (iv) a **group of Lenders** includes all the Lenders;
 - (v) **debt** or **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (vi) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
 - (vii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (viii) a provision of law is a reference to that provision as amended or re-enacted from time to time; and
 - (ix) a time of day is a reference to London time.
- (b) The determination of the extent to which a rate is **for a period equal in length** to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
- (c) Section, Clause and Schedule headings are for ease of reference only.
- (d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- (e) The Borrower providing **cash cover** for an Ancillary Facility means the Borrower paying an amount in the currency of the Ancillary Facility to an interest-bearing account and the following conditions being met:
- (i) either:
 - (A) the account is in the name of the Borrower and is with the Ancillary Lender for which that cash cover is to be provided and, until no amount is or may be outstanding under that Ancillary Facility, withdrawals from the account may only be made to pay the relevant Finance Party amounts due and payable to it under this Agreement in respect of that Ancillary Facility; or
 - (B) the account is in the name of the Ancillary Lender for which that cash cover is to be provided; and
 - (ii) the Borrower has executed documentation, in form and substance satisfactory to the Finance Party for which that cash cover is to be provided, creating a first ranking security interest, or other collateral arrangement, in respect of the amount of that cash cover.

(f) A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is **continuing** if it has not been waived.

(g) The Borrower **repaying** or **prepaying** Ancillary Outstandings means:

- (i) the Borrower providing cash cover in respect of those Ancillary Outstandings;
- (ii) the maximum amount payable under the Ancillary Facility being reduced or cancelled in accordance with its terms;
or
- (iii) the Ancillary Lender being satisfied that it has no further liability under that Ancillary Facility,

and the amount by which a Ancillary Outstandings are repaid or prepaid under paragraphs (i) and (ii) above is the amount of the relevant cash cover, reduction or cancellation.

(h) An amount borrowed includes any amount utilised under an Ancillary Facility.

(i) A reference in this Agreement to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate.

(j) References to "the date of this Agreement" are to 14 October 2020.

1.3 Currency symbols and definitions

\$, USD and dollars denote the lawful currency of the US.

1.4 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Agreement.
- (b) Subject to Clause 36.3 (*Other exceptions*) but otherwise, notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

Section 2 – The Facility

2 The Facility

2.1 The Facility

- (a) Subject to the terms of this Agreement, the Lenders make available to the Borrower a dollar revolving loan facility in an aggregate amount equal to the Total Commitments.
- (b) Subject to the terms of this Agreement and the Ancillary Documents, an Ancillary Lender may make all or part of its Commitment available to the Borrower as an Ancillary Facility.

2.2 Increase

- (a) The Borrower may by giving prior notice to the Agent by no later than the date falling 10 days after the effective date of a cancellation of:
 - (i) the Available Commitments of a Defaulting Lender in accordance with Clause 8.7 (*Right of cancellation in relation to a Defaulting Lender*); or
 - (ii) the Commitment of a Lender in accordance with:
 - (A) Clause 8.1 (*Illegality*); or
 - (B) paragraph (a) of Clause 8.6 (*Right of replacement or repayment and cancellation in relation to a single Lender*),

request that the Commitments be increased (and the Commitments shall be so increased) in an aggregate amount of up to the amount of the Commitment so cancelled as follows:

 - (iii) the increased Commitments will be assumed by one or more Eligible Institutions (each an **Increase Lender**) each of which confirms in writing (whether in the relevant Increase Confirmation or otherwise) its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the increased Commitments which it is to assume, as if it had been an Original Lender in respect of those Commitments;
 - (iv) each of the Obligors and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Lender in respect of that part of the increased Commitments which it is to assume;
 - (v) each Increase Lender shall become a Party as a "Lender" and any Increase Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Increase Lender and those Finance Parties would have assumed and/or acquired had the Increase Lender been an Original Lender in respect of that part of the increased Commitments which it is to assume;
 - (vi) the Commitments of the other Lenders shall continue in full force and effect; and

- (vii) any increase in the Commitments shall take effect on the date specified by the Borrower in the notice referred to above or any later date on which the Agent executes an otherwise duly completed Increase Confirmation delivered to it by the relevant Increase Lender.
- (b) The Agent shall, subject to paragraph (c) below, as soon as reasonably practicable after receipt by it of a duly completed Increase Confirmation appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Increase Confirmation.
- (c) The Agent shall only be obliged to execute an Increase Confirmation delivered to it by an Increase Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assumption of the increased Commitments by that Increase Lender.
- (d) Each Increase Lender, by executing the Increase Confirmation, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the increase becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as it would have been had it been an Original Lender.
- (e) The Borrower shall promptly on demand pay the Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with any increase in Commitments under this Clause 2.2.
- (f) The Increase Lender shall, on the date upon which the increase takes effect, pay to the Agent (for its own account) a fee in an amount equal to the fee which would be payable under Clause 24.4 (*Assignment or transfer fee*) if the increase was a transfer pursuant to Clause 24.6 (*Procedure for transfer*) and if the Increase Lender was a New Lender.
- (g) The Borrower may pay to the Increase Lender a fee in the amount and at the times agreed between the Borrower and the Increase Lender in a letter between the Borrower and the Increase Lender setting out that fee. A reference in this Agreement to a Fee Letter shall include any letter referred to in this paragraph (g).
- (h) Neither the Agent nor any Lender shall have any obligation to find an Increase Lender and in no event shall any Lender whose Commitment is replaced by an Increase Lender be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents.
- (i) Clause 24.5 (*Limitation of responsibility of Existing Lenders*) shall apply *mutatis mutandis* in this Clause 2.2 in relation to an Increase Lender as if references in that Clause to:
 - (i) an **Existing Lender** were references to all the Lenders immediately prior to the relevant increase;
 - (ii) the **New Lender** were references to that **Increase Lender**; and

(iii) a **re-transfer** and **re-assignment** were references to respectively a **transfer** and **assignment**.

2.3 Finance Parties' rights and obligations

- (a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in the Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.
- (c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

2.4 Obligors' Agent

- (a) The Parent by its execution of this Agreement irrevocably appoints the Borrower (acting through one or more authorised signatories) to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:
 - (i) the Borrower on its behalf to supply all information concerning itself contemplated by this Agreement to the Finance Parties and to give and receive all notices and instructions and other communications, to make such agreements and to effect the relevant amendments, supplements, variations and waivers capable of being given, made or effected by the Parent notwithstanding that they may affect the Parent, without further reference to or the consent of the Parent; and
 - (ii) each Finance Party to give any notice, demand or other communication to the Parent pursuant to the Finance Documents to the Borrower,

and in each case the Parent shall be bound as though the Parent itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- (b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Borrower or given to the Borrower under any Finance Document on behalf of the Parent or in connection with any Finance Document (whether or not known to the Parent) shall be binding for all purposes on the Parent as if the Parent had expressly made, given or

concluded with it. In the event of any conflict between any notices or other communications of the Borrower and the Parent, those of the Borrower shall prevail.

2.5 Extension Option

- (a) Subject to the provisions of this Clause 2.5, the Borrower may request the exercise of the Extension Option by submitting an Extension Request to the Agent. The Borrower may submit no more than two Extension Requests. Any Extension Request is irrevocable and may not be withdrawn
- (b) An Extension Request shall not be valid unless it is delivered to the Agent on a Business Day falling not more than 60 days and not less than 30 days prior to the Termination Date which then applies (the **Existing Termination Date**). The Agent shall promptly forward any Extension Request to the Lenders,
- (c) Upon receipt of an Extension Request, each Lender (acting in its sole discretion) shall have the right to decide whether to accept or decline it, and if it agrees to accept it, what conditions (if any) it may wish to impose on its provision.
- (d) If a Lender agrees to accept the Extension Request then it must notify the Agent of its acceptance (such notice being a **Notice of Extension**) by no later than the date falling 20 days prior to the Existing Termination Date. Upon receipt of such Notice of Extension, the Agent shall promptly forward the same to the Borrower. If a Lender does not give such Notice of Extension by such date, that Lender shall be deemed to have refused that extension. Nothing shall oblige a Lender to agree to an Extension Request.
- (e) If a Lender has agreed to the request made in the Extension Request then, subject to paragraph (g) below, the Termination Date applicable to that Lender shall be extended to the date falling 365 days after the Existing Termination Date.
- (f) If a Lender has declined the request made in the Extension Request, the Borrower shall repay that Lender's participation in the Loans made to the Borrower on the Existing Termination Date.
- (g) Any agreement of a Lender under this Clause 2.5 to extend the Termination Date in respect of its Commitments is subject to the further conditions precedent that on the date of the Extension Request and the date upon which it is proposed that the Termination Date is extended in accordance with paragraph (e) above:
 - (i) the Repeating Representations are true in all material respects; and
 - (ii) no Default is continuing or would be reasonably likely to result from the proposed extension.
- (h) On or before any extension of the Termination Date, the Borrower shall pay to the Agent an extension fee in an amount to be agreed at the time that the Extension Request is delivered (such fee to be determined as a percentage of Commitments and distributed by the Agent to the Lenders who have agreed to extend their Commitments (on a pro rata basis)).
- (i) The operation of this Clause 2.5 (*Extension Option*) is separate from the right of the Borrower to request an extension of the Termination Date to 14 October 2023 in

accordance with the provisions of paragraph (b) of the definition of "Termination Date" in Clause 1.1 (*Definitions*).

2.6 Accordion option

- (a) At any time during the term of this Agreement, the Borrower may deliver an Accordion Option Notice to the Agent requesting that the Total Commitments be increased by an amount (the **Additional Commitment**) which, when aggregated with all other amounts by which the Total Commitments have been increased by means of the operation of this Clause 2.6, since the date of this Agreement, does not exceed USD 50,000,000. Each Additional Commitment must be for a minimum of USD 10,000,000 and no more than two Accordion Option Notices may be delivered during the term of this Agreement.
- (b) Upon receipt of an Accordion Option Notice, the Agent shall promptly notify the Lenders.
- (c) Each Accordion Option Notice will not be regarded as being duly completed unless it confirms:
 - (i) the identity of each Lender or other bank, financial institution, trust, fund or other entity (each, an **Accordion Lender**) selected by the Borrower (each of which shall not be a member of the Group) that is willing to assume all of the obligations of a Lender corresponding to an Additional Commitment; and
 - (ii) that on the date of that Accordion Option Notice the Repeating Representations to be made by each Obligor are true in all material respects and no Default is continuing or would result from the increase in Commitments,and shall be validly delivered only if executed by the Borrower and each applicable Accordion Lender.
- (d) No existing Lender shall (unless otherwise agreed by that Lender) be obliged to provide any Additional Commitment.
- (e) The Borrower may only implement Additional Commitments to the extent that following implementation of any requested increase, the Total Commitments do not at any time after the date of this Agreement exceed USD 100,000,000 in aggregate.
- (f) All Additional Commitments shall be made available on the same terms (including as to Margin, fees, ranking, pro rata sharing, availability period, currencies in which the Additional Commitments may be drawn and termination date) as the Facility and the Additional Commitments may not enjoy the benefit of any more onerous financial covenants or other terms than apply to the Facility generally.
- (g) Following the delivery of a valid Accordion Option Notice, the requested Additional Commitments shall become effective on the later of:
 - (i) the date specified in that Accordion Option Notice as the date on which the proposed increase in the Commitments is to take effect;
 - (ii) the execution by the Agent of the Accordion Option Notice (and the Agent shall, subject to paragraph (iii) below, as soon as reasonably practicable after

receipt by it of a duly completed Accordion Option Notice appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Accordion Option Notice); and

- (iii) in relation to an Accordion Lender which is not a Lender immediately prior to the relevant increase, the date on which the Agent confirms that it has completed all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assumption by the Accordion Lender of the relevant Additional Commitments, the completion of which the Agent shall promptly notify to the Borrower and the Accordion Lender,

such date being the **Accordion Option Increase Date**.

- (h) The introduction of Additional Commitments pursuant to this Clause 2.6 shall occur as follows:
 - (i) the increase in the Total Commitments shall take effect on the Accordion Option Increase Date;
 - (ii) each Additional Commitment will be assumed by the relevant Accordion Lender, each of whom by executing the relevant Accordion Option Notice confirms its willingness to assume and does assume all of the obligations of a Lender corresponding to that part of the Additional Commitments which it is to assume, as if it had been an Original Lender;
 - (iii) each of the Obligors and each Accordion Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Accordion Lender would have assumed and/or acquired had the Accordion Lender been an Original Lender;
 - (iv) to the extent not already a Party as a Lender, each Accordion Lender shall become a Party as a Lender and each Accordion Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Accordion Lender and those Finance Parties would have assumed and/or acquired had the Accordion Lender been an Original Lender; and
 - (v) the Commitments of the other Lenders shall continue in full force and effect (and, for the avoidance of doubt, their amount shall not be varied by the assumption of Commitments by an Accordion Lender pursuant to this Clause 2.6).
- (i) Any agreement of a Lender under this Clause 2.6 to increase the Total Commitments is subject to the further conditions precedent that on the Accordion Option Increase Date:
 - (i) the Repeating Representations are true in all material respects; and
 - (ii) no Default is continuing or would be reasonably likely to result from the increase in Commitments.
- (j) The Borrower may pay to an Accordion Lender a fee in the amount and at the times agreed between the Borrower and that Accordion Lender in a Fee Letter.

- (k) On and from the Accordion Option Increase Date, this Agreement shall be amended, read and construed as if the Accordion Lender were party hereto with a Commitment or Commitments as detailed in the Accordion Option Notice.
- (l) Any amounts payable to the Lenders by any Obligor on or before an Accordion Option Increase Date (including, without limitation, all interest, fees and commission payable up to (but excluding) that Accordion Option Increase Date) in respect of any period ending on or prior to that Accordion Option Increase Date shall be for the account of the Lenders prior to such Accordion Option Increase Date and no Accordion Lender shall have any interest in, or any rights in respect of, any such amount (save in respect of their Commitments up to (but excluding) that Accordion Option Increase Date).
- (m) Each Lender irrevocably and unconditionally authorises the Agent to execute on its behalf:
 - (i) any Accordion Option Notice delivered to it pursuant to this Clause 2.6; and
 - (ii) any amendments required to the Finance Documents that are consequential on, incidental to or required to implement or reflect the introduction of Additional Commitments pursuant to this Clause 2.6.
- (n) Clause 24.5 (*Limitation of responsibility of Existing Lenders*) shall apply *mutatis mutandis* in this Clause 2.6 in relation to an Accordion Lender as if references in that Clause to:
 - (i) an **Existing Lender** were references to all the Lenders immediately prior to the relevant increase;
 - (ii) the **New Lender** were references to that Accordion Lender; and
 - (iii) a **re-transfer** and **re-assignment** were references to respectively a **transfer** and **assignment**.
- (o) Any utilisation of Additional Commitments made available under this Clause 2.6 shall, for the avoidance of doubt:
 - (i) constitute a Loan under this Agreement; and
 - (ii) be repaid in accordance with the terms of this Agreement.

3 Purpose

3.1 Purpose

The Borrower shall apply all amounts borrowed by it under the Facility towards the general corporate and working capital purposes of the Borrower Group or, in the case of any utilisation of any Ancillary Facility, towards prepayment of any Loan.

3.2 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4 Conditions of Utilisation

4.1 Initial conditions precedent

- (a) No Borrower may deliver a Utilisation Request unless the Agent has received all of the documents and other evidence listed in Schedule 2 (*Conditions precedent*) in form and substance satisfactory to the Agent. The Agent shall notify the Borrower and the Lenders promptly upon being so satisfied.
- (b) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.2 Further conditions precedent

The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) in the case of a Rollover Loan, no Event of Default is continuing or would result from the proposed Loan and, in the case of any other Loan, no Default is continuing or would result from the proposed Loan; and
- (b) the Repeating Representations to be made by each Obligor are true in all material respects.

4.3 Maximum number of Loans

The Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation more than 10 Loans would be outstanding.

Section 3 – Utilisation

5 Utilisation

5.1 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time.

5.2 Completion of a Utilisation Request

- (a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
 - (i) the proposed Utilisation Date is a Business Day within the Availability Period;
 - (ii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*); and
 - (iii) the proposed Interest Period complies with Clause 10 (*Interest Periods*).
- (b) Only one Loan may be requested in each Utilisation Request.

5.3 Currency and amount

- (a) The currency specified in a Utilisation Request must be dollars.
- (b) The amount of the proposed Loan must be an amount which is not more than the Available Facility and which is a minimum of \$250,000 or, if less, the Available Facility.

5.4 Lenders' participation

- (a) If the conditions set out in this Agreement have been met, and subject to Clause 6 (*Repayment*), each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office.
- (b) Other than as set out in paragraph (c) below, the amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.
- (c) If a Loan is made to repay Ancillary Outstandings, each Lender's participation in that Loan will be in an amount (as determined by the Agent) which will result as nearly as possible in the aggregate amount of its participation in the Loans then outstanding bearing the same proportion to the aggregate amount of the Loans then outstanding as its Commitment bears to the Total Commitments.
- (d) The Agent shall notify each Lender of the amount of each Loan, the amount of its participation in that Loan and, if different, the amount of that participation to be made available in accordance with Clause 30.1 (*Payments to the Agent*), in each case by the Specified Time

5.5 Cancellation of Commitment

The Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period.

Section 4 – Repayment, prepayment and cancellation

6 Ancillary Facilities

6.1 Type of Facility

An Ancillary Facility may be by way of:

- (a) an overdraft facility;
- (b) a guarantee, bonding, documentary or stand-by letter of credit facility;
- (c) a short term loan facility;
- (d) a derivatives facility;
- (e) a foreign exchange facility; or
- (f) any other facility or accommodation required in connection with the business of the Borrower Group and which is agreed by the Borrower with an Ancillary Lender.

6.2 Availability

- (a) If the Borrower and a Lender agree and except as otherwise provided in this Agreement, the Lender may provide all or part of its Commitment as an Ancillary Facility.
- (b) An Ancillary Facility shall not be made available unless, not later than five Business Days prior to the Ancillary Commencement Date for an Ancillary Facility, the Agent has received from the Borrower:
 - (i) a notice in writing of the establishment of an Ancillary Facility and specifying:
 - (A) the proposed Ancillary Commencement Date and expiry date of the Ancillary Facility;
 - (B) the proposed type of Ancillary Facility to be provided;
 - (C) the proposed Ancillary Lender;
 - (D) the proposed Ancillary Commitment, the maximum amount of the Ancillary Facility and, in the case of a Multi-account Overdraft its Designated Gross Amount and its Designated Net Amount; and
 - (E) the proposed currency of the Ancillary Facility, which must be US Dollars.
 - (ii) any other information which the Agent may reasonably request in connection with the Ancillary Facility.
- (c) The Agent shall promptly notify the Ancillary Lender and the other Lenders of the establishment of an Ancillary Facility.

- (d) Subject to compliance with paragraph (b) above:
 - (i) the Lender concerned will become an Ancillary Lender; and
 - (ii) the Ancillary Facility will be available,with effect from the date agreed by the Borrower and the Ancillary Lender.

6.3 Terms of Ancillary Facilities

- (a) Except as provided below, the terms of any Ancillary Facility will be those agreed by the Ancillary Lender and the Borrower.
- (b) Those terms:
 - (i) must be based upon normal commercial terms at that time (except as varied by this Agreement);
 - (ii) may allow only the Borrower to use the Ancillary Facility;
 - (iii) may not allow the Ancillary Outstandings to exceed the Ancillary Commitment;
 - (iv) may not allow a Lender's Ancillary Commitment to exceed that Lender's Available Commitment (before taking into account the effect of the Ancillary Facility on that Available Commitment); and
 - (v) must require that the Ancillary Commitment is reduced to zero, and that all Ancillary Outstandings are repaid not later than the Termination Date (or such earlier date as the Commitment of the relevant Ancillary Lender is reduced to zero).
- (c) If there is any inconsistency between any term of an Ancillary Facility and any term of this Agreement, this Agreement shall prevail except for:
 - (i) Clause 33.3 (*Day count convention*) which shall not prevail for the purposes of calculating fees, interest or commission relating to an Ancillary Facility;
 - (ii) an Ancillary Facility comprising more than one account where the terms of the Ancillary Documents shall prevail to the extent required to permit the netting of balances on those accounts; and
 - (iii) where the relevant term of this Agreement would be contrary to, or inconsistent with, the law governing the relevant Ancillary Document, in which case that term of this Agreement shall not prevail.
- (d) Interest, commission and fees on Ancillary Facilities are dealt with in Clause 12.4 (*Interest, commission and fees on Ancillary Facilities*).

6.4 Repayment of Ancillary Facility

- (a) An Ancillary Facility shall cease to be available on the Termination Date or such earlier date on which its expiry date occurs or on which it is cancelled in accordance with the terms of this Agreement.

- (b) If an Ancillary Facility expires in accordance with its terms the Ancillary Commitment of the Ancillary Lender shall be reduced to zero.
- (c) No Ancillary Lender may demand repayment or prepayment of any Ancillary Outstandings prior to the expiry date of the relevant Ancillary Facility unless:
 - (i) required to reduce the Gross Outstandings of a Multi-account Overdraft to or towards an amount equal to its Net Outstandings;
 - (ii) the Total Commitments have been cancelled in full, or all outstanding Loans have become due and payable in accordance with the terms of this Agreement;
 - (iii) it becomes unlawful in any applicable jurisdiction for the Ancillary Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in its Ancillary Facility (or it becomes unlawful for any Affiliate of the Ancillary Lender for the Ancillary Lender to do so); or
 - (iv) both
 - (A) the Available Commitments; and
 - (B) the notice of the demand given by the Ancillary Lenderwould not prevent the Borrower funding the repayment of those Ancillary Outstandings in full by way of Loan.
- (d) If a Loan is made to repay Ancillary Outstandings in full, the relevant Ancillary Commitment shall be reduced to zero.

6.5 Limitation on Ancillary Outstandings

The Borrower shall procure that:

- (a) the Ancillary Outstandings under any Ancillary Facility shall not exceed the Ancillary Commitment applicable to that Ancillary Facility; and
- (b) in relation to a Multi-account Overdraft:
 - (i) the Ancillary Outstandings shall not exceed the Designated Net Amount applicable to that Multi-account Overdraft; and
 - (ii) the Gross Outstandings shall not exceed the Designated Gross Amount applicable to that Multi-account Overdraft.

6.6 Adjustment for Ancillary Facilities upon acceleration

- (a) In this Clause 6.6:

Outstandings means, in relation to a Lender, the aggregate of:

- (a) its participation in each Loan then outstanding (together with the aggregate amount of all accrued interest, fees and commission owed to it as a Lender); and
- (b) if the Lender is also an Ancillary Lender, the Ancillary Outstandings in respect of Ancillary Facilities provided by that Ancillary Lender (or by its Affiliate) (together with the aggregate amount of all accrued interest, fees and commission owed to it (or to its Affiliate) as an Ancillary Lender in respect of the Ancillary Facility); and

Total Outstandings means the aggregate of all Outstandings.

- (b) If the Agent exercises any of its rights under Clause 23.13 (*Acceleration*) (other than declaring Loans to be due on demand), each Lender and each Ancillary Lender shall promptly adjust (by making or receiving (as the case may be) corresponding transfers of rights and obligations under the Finance Documents relating to the Outstandings) their claims in respect of amounts outstanding to them under the Facility and each Ancillary Facility to the extent necessary to ensure that after such transfers the Outstandings of each Lender bear the same proportion to the Total Outstandings as such Lender's Commitment bears to the Total Commitments, each as at the date the Agent exercises the relevant right(s) under 23.13 (*Acceleration*).
- (c) If an amount outstanding under an Ancillary Facility is a contingent liability and that contingent liability becomes an actual liability or is reduced to zero after the original adjustment is made under paragraph (b) above, then each Lender and Ancillary Lender will make a further adjustment (by making or receiving (as the case may be) corresponding transfers of rights and obligations under the Finance Documents relating to **Outstandings** to the extent necessary) to put themselves in the position they would have been in had the original adjustment been determined by reference to the actual liability or, as the case may be, zero liability and not the contingent liability.
- (d) Any transfer of rights and obligations relating to Outstandings made pursuant to this Clause 6.6 shall be made for a purchase price in cash, payable at the time of transfer, in an amount equal to those Outstandings (less any accrued interest, fees and commission to which the transferor will remain entitled to receive notwithstanding that transfer, pursuant to Clause 24.10 (*Pro rata interest settlement*)).
- (e) Prior to the application of the provisions of paragraph (b) above, an Ancillary Lender that has provided a Multi-account Overdraft shall set-off any Available Credit Balance on any account comprised in that Multi-account Overdraft.
- (f) All calculations to be made pursuant to this Clause 6.6 shall be made by the Agent based upon information provided to it by the Lenders and Ancillary Lenders.

6.7 Information

The Borrower and each Ancillary Lender shall, promptly upon request by the Agent, supply the Agent with any information relating to the operation of an Ancillary Facility (including the Ancillary Outstandings) as the Agent may reasonably request from time to time. The Borrower consents to all such information being released to the Agent and the other Finance Parties.

6.8 Affiliates of Lenders as Ancillary Lenders

- (a) Subject to the terms of this Agreement, an Affiliate of a Lender may become an Ancillary Lender. In such case, the Lender and its Affiliate shall be treated as a single Lender whose Commitment is the amount set out in Schedule 1 (The Original Lenders) and/or the amount of any Commitment transferred to or assumed by that Lender under this Agreement, to the extent (in each case) not cancelled, reduced or transferred by it under this Agreement.
- (b) The Borrower shall specify any relevant Affiliate of a Lender in any notice delivered by the Parent to the Agent pursuant to paragraph (b)(i) of Clause 6.2 (*Availability*).
- (c) If a Lender assigns all of its rights and benefits or transfers all of its rights and obligations to a New Lender, its Affiliate shall cease to have any obligations under this Agreement or any Ancillary Document.
- (d) Where this Agreement or any other Finance Document imposes an obligation on an Ancillary Lender and the relevant Ancillary Lender is an Affiliate of a Lender which is not a party to that document, the relevant Lender shall ensure that the obligation is performed by its Affiliate.

6.9 Commitment amounts

Notwithstanding any other term of this Agreement, each Lender shall ensure that at all times its Commitment is not less than:

- (i) its Ancillary Commitment; or
- (ii) the Ancillary Commitment of its Affiliate.

6.10 Amendments and Waivers – Ancillary Facilities

No amendment or waiver of a term of any Ancillary Facility shall require the consent of any Finance Party other than the relevant Ancillary Lender unless such amendment or waiver itself relates to or gives rise to a matter which would require an amendment of or under this Agreement (including, for the avoidance of doubt, under this Clause 6). In such a case, Clause 36 (*Amendments and waivers*) will apply.

7 Repayment

- (a) The Borrower shall repay each Loan on the last day of its Interest Period.
- (b) Without prejudice to the Borrower's obligation under paragraph (a) above, if:
 - (i) one or more Loans are to be made available to the Borrower:
 - (A) on the same day that a maturing Loan is due to be repaid by the Borrower; and
 - (B) in whole or in part for the purpose of refinancing the maturing Loan; and
 - (ii) the proportion borne by each Lender's participation in the maturing Loan to the amount of that maturing Loan is the same as the proportion borne by that Lender's participation in the new Loans to the aggregate amount of those new Loans,

the aggregate amount of the new Loans shall, unless the Borrower notifies the Agent to the contrary in the relevant Utilisation Request, be treated as if applied in or towards repayment of the maturing Loan so that:

- (A) if the amount of the maturing Loan exceeds the aggregate amount of the new Loans:
 - 1) the relevant Borrower will only be required to make a payment under Clause 30.1 (*Payments to the Agent*) in an amount in the relevant currency equal to that excess; and
 - 2) each Lender's participation in the new Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Loan and that Lender will not be required to make a payment under Clause 30.1 (*Payments to the Agent*) in respect of its participation in the new Loans ; and
- (B) if the amount of the maturing Loan is equal to or less than the aggregate amount of the new Loans:
 - 1) the relevant Borrower will not be required to make a payment under Clause 30.1 (*Payments to the Agent*); and
 - 2) each Lender will be required to make a payment under Clause 30.1 (*Payments to the Agent*) in respect of its participation in the new Loans only to the extent that its participation in the new Loans exceeds that Lender's participation in the maturing Loan and the remainder of that Lender's participation in the new Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Loan.
- (c) At any time when a Lender becomes a Defaulting Lender, the maturity date of each of the participations of that Lender in the Loans then outstanding will be automatically extended to the last day of the Availability Period and will be treated as separate Loans (the **Separate Loans**).
- (d) Interest in respect of a Separate Loan will accrue for successive Interest Periods selected by the Borrower by the time and date specified by the Agent (acting reasonably) and will be payable by that Borrower to the Agent (for the account of that Defaulting Lender) on the last day of each Interest Period of that Loan.
- (e) The terms of this Agreement relating to Loans generally shall continue to apply to Separate Loans other than to the extent inconsistent with paragraphs (c) to (d) above, in which case those paragraphs shall prevail in respect of any Separate Loan.

8 Prepayment and cancellation

8.1 Illegality

If, in any applicable jurisdiction, it becomes unlawful for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan or it becomes unlawful for any Affiliate of a Lender for that Lender to do so:

- (a) that Lender shall promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Borrower, the Available Commitment of that Lender will be immediately cancelled; and
- (c) to the extent that the Lender's participation has not been transferred pursuant to paragraph (d) of Clause 8.6 (*Right of replacement or repayment and cancellation in relation to a single Lender*), the Borrower shall repay that Lender's participation in the Loans made to the Borrower on the last day of the Interest Period for each Loan occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participations repaid.

8.2 Change of control

- (a) If a Change of Control occurs:
 - (i) the Borrower shall promptly notify the Agent upon becoming aware of that event;
 - (ii) a Lender shall not be obliged to fund a Loan (except for a Rollover Loan);
 - (iii) the Lenders shall negotiate with the Parent for a period of not less than 30 days (or such shorter period as is agreed between all parties) (the **Negotiation Period**) to seek to find agreed terms upon which the Facility will continue to be provided; and
 - (iv) if no agreement is reached then, on the date falling five Business Days after the end of the Negotiation Period, the Available Commitment of each Lender shall be automatically cancelled and all Loans and Ancillary Outstandings, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents shall be immediately due and payable, whereupon each such Available Commitment will be immediately cancelled, the Facility shall immediately cease to be available for further utilisation and all such Loans, Ancillary Outstandings, accrued interest and other amounts shall become immediately due and payable.
- (b) For the purposes of paragraph (a) above, **Change of Control** means an event or series of events by which either:
 - (i) the Borrower ceases to be a wholly-owned Subsidiary of the Parent; or
 - (ii) a Change of Control (as defined in the Parent Facility Agreement) occurs with respect to the Parent.

8.3 Sale

Upon the occurrence of the sale of all or substantially all of the assets of the Group whether in a single transaction or a series of related transactions:

- (a) the Borrower shall promptly notify the Agent upon becoming aware of that event;
- (b) a Lender shall not be obliged to fund a Loan (except for a Rollover Loan); and
- (c) the Available Commitment of each Lender shall be automatically cancelled and all Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents shall be immediately due and payable, whereupon the Facility shall immediately cease to be available for further utilisation and all such Loans, accrued interest and other amounts shall become immediately due and payable.

8.4 Loss of exchange membership

If the Borrower's membership status of any exchange that is, in the reasonable opinion of the Agent, material to its trading activity (including, without limitation, the London Metal Exchange) is cancelled, terminated or suspended for any reason whatsoever:

- (a) the Borrower shall promptly notify the Agent upon becoming aware of that event;
- (b) a Lender shall not be obliged to fund a Loan (except for a Rollover Loan); and
- (c) the Available Commitment of each Lender shall be automatically cancelled and all Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents shall be immediately due and payable, whereupon the Facility shall immediately cease to be available for further utilisation and all such Loans, accrued interest and other amounts shall become immediately due and payable.

8.5 Voluntary cancellation

The Borrower may, if it gives the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of USD 500,000) of the Available Facility. Any cancellation under this Clause 8.5 shall reduce the Commitments of the Lenders rateably.

8.6 Right of replacement or repayment and cancellation in relation to a single Lender

- (a) If:
 - (i) any sum payable to any Lender by an Obligor is required to be increased under paragraph (c) of Clause 13.2 (*Tax gross-up*); or
 - (ii) any Lender claims indemnification from the Borrower under Clause 13.3 (*Tax indemnity*) or Clause 14.1 (*Increased Costs*),

the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice of cancellation of the Commitment of that Lender and its intention to procure the repayment of that

Lender's participation in the Loans or give the Agent notice of its intention to replace that Lender in accordance with paragraph (d) below.

- (b) On receipt of a notice of cancellation referred to in paragraph (a) above, the Available Commitment of that Lender shall be immediately reduced to zero.
- (c) On the last day of each Interest Period which ends after the Borrower has given notice of cancellation under paragraph (a) above (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in that Loan and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participations repaid.
- (d) If:
 - (i) any of the circumstances set out in paragraph (a) above apply to a Lender; or
 - (ii) an Obligor becomes obliged to pay any amount in accordance with Clause 8.1 (*Illegality*) to any Lender,

the Borrower may, on five Business Days' prior notice to the Agent and that Lender, replace that Lender by requiring that Lender to (and, to the extent permitted by law, that Lender shall) transfer pursuant to Clause 24 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to an Eligible Institution which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 24 (*Changes to the Lenders*) for a purchase price in cash payable at the time of the transfer in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Loans and all accrued interest (to the extent that the Agent has not given a notification under Clause 24.10 (*Pro rata interest settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents.

- (e) The replacement of a Lender pursuant to paragraph (d) above shall be subject to the following conditions:
 - (i) the Borrower shall have no right to replace the Agent;
 - (ii) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;
 - (iii) in no event shall the Lender replaced under paragraph (d) above be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and
 - (iv) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (d) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.
- (f) A Lender shall perform the checks described in paragraph (e)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (d) above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.

8.7 Right of cancellation in relation to a Defaulting Lender

- (a) If any Lender becomes a Defaulting Lender, the Borrower may, at any time whilst the Lender continues to be a Defaulting Lender, give the Agent five Business Days' notice of cancellation of each Available Commitment of that Lender.
- (b) On the notice referred to in paragraph (a) above becoming effective, each Available Commitment of the Defaulting Lender shall be immediately reduced to zero.
- (c) The Agent shall as soon as practicable after receipt of a notice referred to in paragraph (a) above, notify all the Lenders.

8.8 Restrictions

- (a) Any notice of cancellation or prepayment given by any Party under this Clause 8 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- (b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.
- (c) Unless a contrary indication appears in this Agreement, any part of the Facility which is prepaid or repaid may be reborrowed in accordance with the terms of this Agreement.
- (d) The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.
- (e) Subject to Clause 2.2 (*Increase*), no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
- (f) If the Agent receives a notice under this Clause 8 it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate.
- (g) If all or part of any Lender's participation in a Loan is repaid or prepaid and is not available for redrawing (other than by operation of Clause 4.2 (*Further conditions precedent*)), an amount of that Lender's Commitment (equal to the amount of the participation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

8.9 Application of prepayments

Any prepayment of a Loan pursuant to Clause 8.2 (*Change of control*), Clause 8.3 (*Sale*) or Clause 8.4 (*Loss of exchange membership*) shall be applied *pro rata* to each Lender's participation in that Loan.

Section 5 – Costs of Utilisation

9 Interest

9.1 Calculation of interest

The rate of interest on each Loan on any day during its Interest Period is the percentage rate per annum which is the aggregate of:

- (a) the Margin; and
- (b) the Enhanced Daily Rate.

9.2 Payment of interest

The Borrower shall pay accrued interest on each Loan on the day falling two SOFR Banking Days after the last day of its Interest Period.

9.3 Default interest

- (a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is one per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 9.3 shall be immediately payable by the Obligor on demand by the Agent.
- (b) If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:
 - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and
 - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be one per cent. per annum higher than the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

9.4 Notification of rates of interest

- (a) The Agent shall promptly notify the Lenders and the Borrower of the determination of a rate of interest under this Agreement.
- (b) This Clause 9.4 shall not require the Agent to make any notification to any Party on a day which is not a Business Day.

10 Interest Periods

10.1 Selection of Interest Periods

- (a) The Borrower may select an Interest Period for a Loan in the Utilisation Request for that Loan.
- (b) Subject to this Clause 10, the Borrower may select an Interest Period of up to seven (7) days or of any other period agreed between the Borrower, the Agent and all the Lenders.
- (c) An Interest Period for a Loan shall not extend beyond the Termination Date.
- (d) Each Interest Period for a Loan shall start on the Utilisation Date.
- (e) A Loan has one Interest Period only.

10.2 Changes to Interest Periods

If the Agent makes any of the changes to an Interest Period referred to in this Clause 10.2, it shall promptly notify the Borrower and the Lenders.

10.3 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

11 Break Costs

- (a) The Borrower shall, within three Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

12 Fees

12.1 Commitment fee

- (a) The Borrower shall pay to the Agent (for the account of each Lender) a fee computed at the rate:
 - (i) at all times prior to the Third Effective Date, 0.55 per cent. per annum; and
 - (ii) on and from the Third Effective Date, 0.625 per cent. per annum, in each case on that Lender's Available Commitment for the Availability Period.
- (b) The accrued commitment fee is payable on the last day of each successive period of three Months which ends during the Availability Period, on the last day of the

Availability Period and, if cancelled in full, on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.

- (c) No commitment fee is payable to the Agent (for the account of a Lender) on any Available Commitment of that Lender for any day on which that Lender is a Defaulting Lender.

12.2 Arrangement fee

The Borrower shall pay to the Agent (for the account of the Original Lender) an arrangement fee in the amount and at the times agreed in a Fee Letter.

12.3 Agency fee

At any time following the date upon which there is more than one Lender under this Agreement, the Borrower shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

12.4 Interest, commission and fees on Ancillary Facilities

The rate and time of payment of interest, commission, fees and any other remuneration in respect of each Ancillary Facility shall be determined by agreement between the relevant Ancillary Lender and the Borrower based upon normal market rates and terms.

Section 6 – Additional payment obligations

13 Tax gross-up and indemnities

13.1 Definitions

In this Agreement:

Borrower DTTP Filing means an HM Revenue & Customs' Form DTTP2 or DTTP2A duly completed and filed by the relevant Borrower, which:

- (a) where it relates to a Treaty Lender that is an Original Lender, contains the scheme reference number and jurisdiction of tax residence stated opposite that Lender's name in Schedule 1 (*The Lenders*), and is filed with HM Revenue & Customs within 30 days of the date of this Agreement; or
- (b) where it relates to a Treaty Lender that is not an Original Lender, contains the scheme reference number and jurisdiction of tax residence stated in respect of that Lender in the documentation which it executes on becoming a Party as a Lender; and is filed with HM Revenue & Customs within 30 days of that date.

Protected Party means a Finance Party which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

Qualifying Lender means:

- (a) a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is:
 - (i) a Lender:
 - (A) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Finance Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the CTA; or
 - (B) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made and within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance; or
 - (ii) a Lender which is:
 - (A) a company resident in the United Kingdom for United Kingdom tax purposes;
 - (B) a partnership each member of which is:
 - 1) a company so resident in the United Kingdom; or

- 2) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the C¹A) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the C¹A;
- (C) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the C¹A) of that company; or
- (iii) a Treaty Lender; or
- (b) a Lender which is a building society (as defined for the purpose of section 880 of the I¹A) making an advance under a Finance Document.

Tax Confirmation means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:

- (a) a company resident in the United Kingdom for United Kingdom tax purposes;
- (b) a partnership each member of which is:
 - (i) a company so resident in the United Kingdom; or
 - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the C¹A) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the C¹A; or
- (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the C¹A) of that company.

Tax Credit means a credit against, relief or remission for, or repayment of any tax.

Tax Deduction means a deduction or withholding for or on account of tax from a payment under a Finance Document, other than a FA¹CA Deduction.

Tax Payment means either the increase in a payment made by an Obligor to a Finance Party under Clause 13.2 (*Tax gross-up*) or a payment under Clause 13.3 (*Tax indemnity*).

Treaty Lender means a Lender which:

- (a) is treated as a resident of a Treaty State for the purposes of the Treaty; and
- (b) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loan is effectively connected.

Treaty State means a jurisdiction having a double taxation agreement (a **Treaty**) with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest.

UK Non-Bank Lender means a Lender which is not an Original Lender and which gives a Tax Confirmation in the documentation which it executes on becoming a Party as a Lender.

Unless a contrary indication appears, in this Clause 13 a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

13.2 Tax gross-up

- (a) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Borrower shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrower and that Obligor.
- (c) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax imposed by the United Kingdom, if on the date on which the payment falls due:
 - (i) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a Qualifying Lender, but on that date that Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty or any published practice or published concession of any relevant taxing authority; or
 - (ii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of Qualifying Lender and:
 - (A) an officer of H.M. Revenue & Customs has given (and not revoked) a direction (a **Direction**) under section 931 of the ITA which relates to the payment and that Lender has received from the Obligor making the payment or from the Borrower a certified copy of that Direction; and
 - (B) the payment could have been made to the Lender without any Tax Deduction if that Direction had not been made; or
 - (iii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of Qualifying Lender and:

- (A) the relevant Lender has not given a Tax Confirmation to the Borrower; and
 - (B) the payment could have been made to the Lender without any Tax Deduction if the Lender had given a Tax Confirmation to the Borrower, on the basis that the Tax Confirmation would have enabled the Borrower to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA; or
 - (iv) the relevant Lender is a Treaty Lender and the Obligor making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (g) or (h) (as applicable) below.
- (e) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (f) Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment a statement under section 975 of the ITA or other evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- (g)
- (i) Subject to paragraph (ii) below, a Treaty Lender and each Obligor which makes a payment to which that Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction.
 - (ii)
 - (A) A Treaty Lender which is an Original Lender and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence opposite its name in Schedule 1 (*The Lenders*); and
 - (B) a Treaty Lender which is not an Original Lender and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the documentation which it executes on becoming a Party as a Lender,
- and, having done so, that Lender shall be under no obligation pursuant to paragraph (i) above.
- (h) If a Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (g)(ii) above and:

- (i) the Borrower has not made a Borrower DTTP Filing in respect of that Lender; or
- (ii) the Borrower has made a Borrower DTTP Filing in respect of that Lender but:
 - (A) that Borrower DTTP Filing has been rejected by HM Revenue & Customs;
 - (B) HM Revenue & Customs has not given the Borrower authority to make payments to that Lender without a Tax Deduction within 60 days of the date of the Borrower DTTP Filing; or
 - (C) HM Revenue & Customs has given the Borrower authority to make payments to that Lender without a Tax Deduction but such authority has subsequently been revoked or expired,

and, in each case, the Borrower has notified that Lender in writing, that Lender and the Borrower shall co-operate in completing any additional procedural formalities necessary for the Borrower to obtain authorisation to make that payment without a Tax Deduction.

- (i) If a Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with paragraph (g)(ii) above, no Obligor shall make a Borrower DTTP Filing or file any other form relating to the HMRC DT Treaty Passport scheme in respect of that Lender's Commitment or its participation in any Loan unless the Lender otherwise agrees.
- (j) The Borrower shall, promptly on making a Borrower DTTP Filing, deliver a copy of the Borrower DTTP Filing to the Agent for delivery to the relevant Lender.
- (k) A UK Non-Bank Lender shall promptly notify the Borrower and the Agent if there is any change in the position from that set out in the Tax Confirmation.

13.3 Tax indemnity

- (a) The Borrower shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.
- (b) Paragraph (a) above shall not apply:
 - (i) with respect to any Tax assessed on a Finance Party:
 - (A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
 - (B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

- (ii) to the extent a loss, liability or cost:
 - (A) is compensated for by an increased payment under Clause 13.2 (*Tax gross-up*);
 - (B) would have been compensated for by an increased payment under Clause 13.2 (*Tax gross-up*) but was not so compensated solely because one of the exclusions in paragraph (d) of Clause 13.2 (*Tax gross-up*) applied; or
 - (C) relates to a FATCA Deduction required to be made by a Party.
- (c) A Protected Party making, or intending to make, a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower.
- (d) Protected Party shall, on receiving a payment from an Obligor under this Clause 13.3, notify the Agent.

13.4 Tax Credit

If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

- (a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

13.5 Lender status confirmation

Each Lender which is not an Original Lender shall indicate, in the documentation which it executes on becoming a Party as a Lender, and for the benefit of the Agent and without liability to any Obligor, which of the following categories it falls in:

- (a) not a Qualifying Lender;
- (b) a Qualifying Lender (other than a Treaty Lender); or
- (c) a Treaty Lender.

If such a Lender fails to indicate its status in accordance with this Clause 13.5 then that Lender shall be treated for the purposes of this Agreement (including by each Obligor) as if it is not a Qualifying Lender until such time as it notifies the Agent which category applies (and the Agent, upon receipt of such notification, shall inform the Borrower). For the avoidance

doubt, the documentation which a Lender executes on becoming a Party as a Lender shall not be invalidated by any failure of a Lender to comply with this Clause 13.5.

13.6 Stamp taxes

The Borrower shall pay and, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

13.7 VAT

- (a) All amounts expressed to be payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document and such Finance Party is required to account to the relevant tax authority for the VAT, that Party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).
- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the **Supplier**) to any other Finance Party (the **Recipient**) under a Finance Document, and any Party other than the Recipient (the **Relevant Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
 - (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and
 - (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
- (c) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- (d) Any reference in this Clause 13.7 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and

unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994).

- (e) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

13.8 FATCA information

- (a) Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party:
 - (i) confirm to that other Party whether it is:
 - (A) a FATCA Exempt Party; or
 - (B) not a FATCA Exempt Party;
 - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
 - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
 - (i) any law or regulation;
 - (ii) any fiduciary duty; or
 - (iii) any duty of confidentiality.
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

13.9 FATCA Deduction

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the Agent and the Agent shall notify the other Finance Parties.

14 Increased Costs

14.1 Increased Costs

- (a) Subject to Clause 14.3 (*Exceptions*) the Borrower shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation made after the date of this Agreement, or (iii) the implementation, administration or application of Basel III or CRD IV or any other law or regulation that implements Basel III or CRD IV.

- (b) In this Agreement:

Basel III means:

- (a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity, risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;
- (b) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated;
- (c) the agreements contained in "Basel III: Finalising post-crisis reforms" published by the Basel Committee on Banking Supervision in December 2017 as amended, supplemented or restated; and
- (d) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

CRD IV means:

- (a) "Regulation (EU) No 575/2013 of the European Parliament and of the Council dated 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012" as amended from time to time; and
- (b) "Directive 2013/36/EU of the European Parliament and of the Council dated 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC", as amended from time to time,

in each case including as in effect in the United Kingdom as retained EU law within the meaning of the European Union (Withdrawal) Act 2018.

Increased Costs means:

- (a) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;
- (b) an additional or increased cost; or
- (c) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or an Ancillary Commitment or funding or performing its obligations under any Finance Document.

14.2 Increased Cost claims

- (a) A Finance Party intending to make a claim pursuant to Clause 14.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower.
- (b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

14.3 Exceptions

- (a) Clause 14.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:
 - (i) attributable to a Tax Deduction required by law to be made by an Obligor;
 - (ii) attributable to a FATCA Deduction required to be made by a Party;
 - (iii) compensated for by Clause 13.3 (*Tax indemnity*) (or would have been compensated for under Clause 13.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of Clause 13.3 (*Tax indemnity*) applied); or
 - (iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.
- (b) In this Clause 14.3, a reference to a **Tax Deduction** has the same meaning given to that term in Clause 13.1 (*Definitions*).

15 Other indemnities

15.1 Currency indemnity

(a) If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

- (i) making or filing a claim or proof against that Obligor; or
- (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within three Business Days of demand, indemnify each Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

15.2 Other indemnities

The Borrower shall (or shall procure that an Obligor will), within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability incurred by that Finance Party as a result of:

- (a) the occurrence of any Event of Default;
- (b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including, without limitation, any cost, loss or liability arising as a result of Clause 29 (*Sharing among the Finance Parties*);
- (c) funding, or making arrangements to fund, its participation in a Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone); or
- (d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.

15.3 Indemnity to the Agent

The Borrower shall promptly indemnify the Agent against any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:

- (a) investigating any event which it reasonably believes is a Default;
- (b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or

- (c) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement.

16 Mitigation by the Lenders

16.1 Mitigation

- (a) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 8.1 (*Illegality*), Clause 13 (*Tax gross-up and indemnities*) or Clause 14 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.
- (b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

16.2 Limitation of liability

- (a) The Borrower shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 16.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under Clause 16.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

17 Costs and expenses

17.1 Transaction expenses

The Borrower shall promptly on demand pay the Agent the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing and execution of:

- (a) this Agreement and any other documents referred to in this Agreement; and
- (b) any other Finance Documents executed after the date of this Agreement.

17.2 Amendment costs

If:

- (a) an Obligor requests an amendment, waiver or consent; or
- (b) an amendment is required pursuant to Clause 30.10 (*Change of currency*),

the Borrower shall, within three Business Days of demand, reimburse the Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Agent in responding to, evaluating, negotiating or complying with that request or requirement.

17.3 Enforcement costs

The Borrower shall, within three Business Days of demand, pay to each Finance Party the amount of all costs and expenses (including legal fees) incurred by that Finance Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document.

Section 7 - Guarantee

18 Guarantee and indemnity

18.1 Guarantee and indemnity

The Parent irrevocably and unconditionally jointly and severally:

- (a) guarantees to each Finance Party punctual performance by the Borrower of all the Borrower's obligations under the Finance Documents;
- (b) undertakes with each Finance Party that whenever the Borrower does not pay any amount when due under or in connection with any Finance Document, the Parent shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with each Finance Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of the Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by the Parent under this indemnity will not exceed the amount it would have had to pay under this Clause 18 if the amount claimed had been recoverable on the basis of a guarantee.

18.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

18.3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Parent under this Clause 18 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

18.4 Waiver of defences

The obligations of the Parent under this Clause 18 will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Clause 18 (without limitation and whether or not known to it or any Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Parent has given a guarantee, undertaking or indemnity under Clause 18.1 (*Guarantee and indemnity*);
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Finance Party.

If the Parent receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with Clause 30 (*Payment mechanics*).

18.8 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

Section 8 – Representations, undertakings and Events of Default

19 Representations

Each Obligor makes the representations and warranties set out in this Clause 19 to each Finance Party on the date of this Agreement.

19.1 Status

- (a) It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It and, in the case of the Borrower, each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted.

19.2 Binding obligations

The obligations expressed to be assumed by it in each Finance Document are, subject to any general principles of law limiting its obligations which are specifically referred to in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*), legal, valid, binding and enforceable obligations.

19.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its or, in the case of the Borrower, any of its Subsidiaries' constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or, in the case of the Borrower, on any of its Subsidiaries or any of its Subsidiaries' assets.

19.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

19.5 Validity and admissibility in evidence

All Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and
- (b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.

19.6 Governing law and enforcement

- (a) The choice of English law as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation.
- (b) Any judgment obtained in England in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation.

19.7 Deduction of Tax

It is not required to make any Tax Deduction (as defined in Clause 13.1 (*Definitions*)) from any payment it may make under any Finance Document to a Lender which is:

- (a) a Qualifying Lender:
 - (i) falling within paragraph (a)(i) of the definition of "Qualifying Lender"; or
 - (ii) except where a Direction has been given under section 931 of the ITA in relation to the payment concerned, falling within paragraph (a)(ii) of the definition of "Qualifying Lender"; or
 - (iii) falling within paragraph (b) of the definition of "Qualifying Lender" or;
- (b) a Treaty Lender and the payment is one specified in a direction given by the Commissioners of Revenue & Customs under Regulation 2 of the Double Taxation Relief (Taxes on Income) (General) Regulations 1970 (SI 1970/488).

19.8 No filing or stamp taxes

Under the law of its jurisdiction of incorporation it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

19.9 No default

- (a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.
- (b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or, in the case of the Borrower, any of its Subsidiaries or to which its (or, in the case of the Borrower, any of its Subsidiaries') assets are subject which might have a Material Adverse Effect.

19.10 No misleading information

- (a) Any factual information provided by the Parent or any member of the Borrower Group was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.
- (b) The financial projections provided to the Agent have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.

- (c) Nothing has occurred since the date that any such information was provided and nothing has been omitted from such information provided to the Agent and no information has been given or withheld by the Parent or any member of the Borrower Group that results in the information supplied by the Parent and/or any member of the Borrower Group being untrue or misleading in any material respect.

19.11 Financial statements

- (a) Its Original Financial Statements were prepared in accordance with GAAP consistently applied.
- (b) Its Original Financial Statements fairly present its financial condition as at the end of the relevant financial year and its consolidated results of operations during the relevant financial year.
- (c) In the case of the Borrower, there has been no material adverse change in its business or financial condition (or the business or consolidated financial condition of the Borrower Group) since the accounts most recently delivered pursuant to Clause 20.1 (*Financial statements*).

19.12 Pari passu ranking

Its payment obligations under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

19.13 No proceedings

- (a) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of its knowledge and belief) been started or threatened against it or, in the case of the Borrower, any of its Subsidiaries.
- (b) No judgment or order of a court, arbitral body or agency which might reasonably be expected to have a Material Adverse Effect has (to the best of its knowledge and belief) been made against it or, in the case of the Borrower, any of its Subsidiaries.

19.14 Sanctions

- (a) Neither it nor any of its Subsidiaries, nor any directors, officers or employees of it or any of its Subsidiaries:
 - (i) is a Restricted Party or is engaging in or has engaged in any transaction or conduct that could result in it becoming a Restricted Party;
 - (ii) is or ever has been subject to any claim, proceeding, formal notice or investigation with respect to Sanctions;
 - (iii) is engaging or has engaged in any transaction that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any Sanctions applicable to it; or

- (iv) has engaged or is engaging, directly or indirectly, in any trade, business or other activities with or for the benefit of any Restricted Party.
- (b) No Loan, nor the proceeds from any Loan, has been or will be used, directly or indirectly, to lend, contribute, provide or has otherwise been made to fund or finance any business activities or transactions:
 - (i) of or with a Restricted Party; or
 - (ii) in any other manner which would result in any Obligor or any member of the Group or the Lender being in breach of any Sanctions or becoming a Restricted Party.
- (c) No provision of this Clause 19.14 is given to the extent that it would be in breach of, or conflict with Council Regulation (EC) No 2271/1996 of 22 November 1996 (as amended) or any law or regulation implementing such Regulation in any member state of the European Union or the United Kingdom.

19.15 Anti-corruption law

It and each member of the Group has conducted its business in compliance with applicable anti-corruption laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

19.16 Plan Assets

As of the date of this Agreement, the Borrower is not and will not be using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to the Borrower's entry into, participation in, administration of and performance of the Loans, the Commitments or this Agreement

19.17 Investment Company Act

Neither Obligor is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

19.18 Margin Stock

Neither Obligor is engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying "margin stock" (within the meaning of Regulations T, U and X of the Board of Governors of the Federal Reserve System of the United States of America), and no part of the proceeds of any Utilisation will be used to buy or carry any margin stock (as so defined). After applying the proceeds of any Utilisation made hereunder, not more than 25% of the value of the assets of (a) either Obligor or (b) either Obligor and each of its Subsidiaries, on a consolidated basis, is represented by margin stock (as so defined).

19.19 Repetition

The Repeating Representations are deemed to be made by each Obligor by reference to the facts and circumstances then existing on the date of each Utilisation Request, the first day of each Interest Period, the date of each Accordion Option Notice and on each Accordion Option Increase Date.

20 Information undertakings

The undertakings in this Clause 20 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

20.1 Financial statements

The Borrower shall supply to the Agent in sufficient copies for all the Lenders:

- (a) as soon as the same become available, but in any event within 120 days after the end of each of its financial years its audited consolidated financial statements for that financial year:
- (b) as soon as the same become available, but in any event within 45 days after the end of each quarter of each of its financial years, its consolidated financial statements for that financial quarter; and
- (c) a copy of each financial statement and other deliverable that is delivered to the Administrative Agent (as defined in the Parent Facility Agreement) and Lenders (as defined in the Parent Facility Agreement) under the provisions of section 7.01 of the Parent Facility Agreement within two (2) Business Days of such delivery under the Parent Facility Agreement, which delivery shall include any certificates or other information delivered in conjunction with such financial statements in accordance with the provisions of section 7.02 of the Parent Facility Agreement.

20.2 Compliance Certificate

- (a) The Borrower shall supply to the Agent, with each set of financial statements delivered pursuant to paragraph (a) or (b) of Clause 20.1 (*Financial statements*), a Compliance Certificate setting out (in reasonable detail) computations as to compliance with Clause 21 (*Financial covenants*) as at the date as at which those financial statements were drawn up.
- (b) Each Compliance Certificate shall be signed by two directors of the Borrower (one of whom must be the Borrower's finance director).

20.3 Requirements as to financial statements

- (a) Each set of financial statements delivered by the Borrower pursuant to paragraph (a) or (b) of Clause 20.1 (*Financial statements*) shall be certified by a director of the relevant company as fairly presenting its financial condition as at the date as at which those financial statements were drawn up.
- (b) The Borrower shall procure that each set of financial statements of an Obligor delivered pursuant to paragraph (a) or (b) of Clause 20.1 (*Financial statements*) is prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements for that Obligor unless, in relation to any set of financial statements, it notifies the Agent that there has been a change in GAAP, the accounting practices or reference periods and its auditors (or, if appropriate, the auditors of the Obligor) deliver to the Agent:

- (i) a description of any change necessary for those financial statements to reflect the GAAP, accounting practices and reference periods upon which that Obligor's Original Financial Statements were prepared; and
- (ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether Clause 21 (*Financial covenants*) has been complied with and make an accurate comparison between the financial position indicated in those financial statements and that Obligor's Original Financial Statements.

Any reference in this Agreement to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

20.4 Information: miscellaneous

The Borrower shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

- (a) all documents dispatched by the Borrower to its shareholders (or any class of them) or its creditors generally at the same time as they are dispatched;
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Group, and which might, if adversely determined, have a Material Adverse Effect;
- (c) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral body or agency which is made against any member of the Group, and which might have a Material Adverse Effect;
- (d) promptly upon becoming aware of them, the details of any proposed change of management in respect of an Obligor; and
- (e) promptly, such further information regarding the financial condition, business and operations of any member of the Group as any Finance Party (through the Agent) may reasonably request.

20.5 Notification of default

- (a) Each Obligor shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).
- (b) Promptly upon a request by the Agent, the Borrower shall supply to the Agent a certificate signed by two of its directors or senior officers on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

20.6 Direct electronic delivery by Borrower

The Borrower may satisfy its obligation under this Agreement to deliver any information in relation to a Lender by delivering that information directly to that Lender in accordance with

Clause 32.5 (*Electronic communication*) to the extent that Lender and the Agent agree to this method of delivery.

20.7 "Know your customer" checks

(a) If:

- (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
- (ii) any change in the status of an Obligor (or of a Holding Company of an Obligor) after the date of this Agreement; or
- (iii) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any prospective new Lender) in order for the Agent, such Lender or, in the case of the event described in paragraph (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

21 Financial covenants

21.1 Financial definitions

In this Agreement:

Financial Quarter means the period commencing on the day after one Quarter Date and ending on the next Quarter Date.

Financial Year means the annual accounting period of the Borrower Group ending on or about 30 September in each year.

Net Tangible Assets means, on any date, Total Net Assets less Total Liabilities on that date. **Quarter Date** means 31 March, 30 June, 30 September and 31 December in each year.

Relevant Period means each period of twelve months ending on or about the last day of the Financial Year and each period of twelve months ending on or about the last day of each Financial Quarter.

Total Assets means, on any date, the aggregate (on a consolidated basis) of all assets of each member of the Borrower Group on that date.

Total Intangible Assets means, on any date, the aggregate (on a consolidated basis) of all intangible assets of each member of the Borrower Group on that date.

Total Liabilities means, on any date, the aggregate (on a consolidated basis) of all liabilities of each member of the Borrower Group on that date.

Total Net Assets means, on any date, Total Assets less Total Intangible Assets on that date.

21.2 Financial condition

The Borrower shall ensure that Net Tangible Assets shall at no time be less than USD 250,000,000.

21.3 Financial testing

The financial covenant set out in Clause 21.2 (*Financial condition*) shall be calculated in accordance with the accounting practices and financial reference points consistent with those applied in the preparation of the Original Financial Statements and tested by reference to each of the financial statements delivered pursuant to paragraphs (a) and (b) of Clause 20.1 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to Clause 20.2 (*Compliance Certificate*).

22 General undertakings

The undertakings in this Clause 22 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

22.1 Authorisations

Each Obligor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Agent of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document.

22.2 Compliance with laws

Each Obligor shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents.

22.3 Negative pledge

In this Clause 22.3, **Quasi-Security** means an arrangement or transaction described in paragraph (b) below.

- (a) No Obligor shall (and the Borrower shall ensure that no other member of the Borrower Group will) create or permit to subsist any Security over any of its assets.
- (b) No Obligor shall (and the Borrower shall ensure that no other member of the Borrower Group will):
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Borrower Group;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- (c) Paragraphs (a) and (b) above do not apply to any Security or (as the case may be) Quasi-Security, listed below:
 - (i) Security granted by the Borrower in favour of Bank of China Limited, London Branch prior to the date of this Agreement on the terms that are in place as at the date of this Agreement over warrants which are deposited with Bank of China Limited, London Branch as security in connection with the facility under which such warrants were financed, provided that the maximum amount secured thereby does not at any time exceed USD 20,000,000;
 - (ii) any Security granted by the Borrower in favour of LME and/or LME Clear (in each case in its own capacity and not on behalf of or on trust for other persons) provided that such Security is granted by the Borrower in the ordinary course of its business in accordance with the LME Rules and Procedures and in order to support exchange membership and clearing agreements with the LME;
 - (iii) in respect of the Parent, any Security or Quasi-Security that it is permitted to create under the terms of the Parent Facility Agreement;
 - (iv) any netting or set-off arrangement entered into by an Obligor or a member of the Borrower Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances (including a Multi-account Overdraft);
 - (v) any payment or close out netting or set-off arrangement pursuant to any hedging transaction entered into by an Obligor or a member of the Borrower Group for the purpose of:

- (A) hedging any risk to which an Obligor or a member of the Borrower Group is exposed in its ordinary course of trading; or
- (B) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only,

excluding, in each case, any Security or Quasi-Security under a credit support arrangement in relation to a hedging transaction;

- (vi) any lien arising by operation of law and in the ordinary course of trading;
- (vii) any Security or Quasi-Security over or affecting any asset acquired by an Obligor or a member of the Borrower Group after the date of this Agreement if:
 - (A) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by an Obligor or a member of the Borrower Group; and
 - (B) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by an Obligor or a member of the Borrower Group;
- (viii) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Borrower Group after the date of this Agreement, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Borrower Group, if:
 - (A) the Security or Quasi-Security was not created in contemplation of the acquisition of that company; and
 - (B) the principal amount secured has not increased in contemplation of or since the acquisition of that company;
- (ix) any Security or Quasi-Security entered into pursuant to any Finance Document;
- (x) Security which is deemed to exist in connection with Investments in repurchase transactions which are permitted by the FCA and the LME with respect to trading assets entered into by a member of the Borrower Group in the ordinary course of business with non-Affiliates, so long as the obligations of the counterparty are valid, enforceable and in full force and effect;
- (xi) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to an Obligor or a member of the Borrower Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Borrower Group; or
- (xii) any Security or Quasi-Security securing indebtedness the principal amount of which (when aggregated with the principal amount of any other indebtedness which has the benefit of Security or Quasi-Security given by an Obligor or

any member of the Borrower Group other than any permitted under paragraphs (i) to (xi) above) does not exceed USD 2,000,000 (or its equivalent in another currency or currencies).

22.4 Disposals

- (a) No Obligor shall (and the Borrower shall ensure that no other member of the Borrower Group will) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.
- (b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal:
 - (i) in respect of the Parent, any sale, lease, licence, transfer or other disposal that it is permitted to make under the terms of the Parent Facility Agreement;
 - (ii) made in the ordinary course of trading of the disposing entity;
 - (iii) of assets in exchange for other assets comparable or superior as to type, value and quality (other than an exchange of a non-cash asset for cash); or
 - (i) where the higher of the market value or consideration receivable (when aggregated with the higher of the market value or consideration receivable for any other sale, lease, transfer or other disposal, other than any permitted under paragraphs (i) to (iii) above) does not exceed an amount equal to 7.5 per cent of the Tangible Net Assets of the Borrower (or its equivalent in another currency or currencies) in any financial year.

22.5 Merger

- (a) No Obligor shall (and the Borrower shall ensure that no other member of the Borrower Group will) enter into any amalgamation, demerger, merger or corporate reconstruction.
- (b) Paragraph (a) above does not apply to:
 - (i) any sale, lease, transfer or other disposal permitted pursuant to Clause 22.4 (*Disposals*); or
 - (ii) the Permitted Reorganisation.

22.6 Change of business

The Borrower shall procure that no substantial change is made to the general nature of the business of the Obligors or the Borrower Group from that carried on at the date of this Agreement.

22.7 Sanctions - use of Loans

- (a) No Obligor and no member of the Group may:
 - (i) use, lend, contribute or otherwise make available any part of the proceeds of any Loan or other transaction contemplated:

- (A) for the purpose of financing any trade, business or other activities involving, or for the benefit of, any Restricted Party; or
 - (B) in any other manner that would reasonably be expected to result in any person being in breach of any Sanctions or becoming a Restricted Party;
 - (ii) engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any Sanctions applicable to it; or
 - (iii) fund all or part of any payment in connection with a Finance Document out of proceeds derived from business or transactions with a Restricted Party, or from any action which is in breach of any Sanctions
- (b) No provision of this Clause 22.7 is given to the extent that it would be in breach of, or conflict with Council Regulation (EC) No 2271/1996 of 22 November 1996 (as amended) or any law or regulation implementing such Regulation in any member state of the European Union or the United Kingdom.

22.8 Anti-corruption law

- (a) No Obligor shall (and shall ensure that none of its Subsidiaries will) directly or indirectly use the proceeds of the Facility for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions.
- (b) Each Obligor shall (and shall ensure that each of its Subsidiaries will):
 - (i) conduct its business in compliance with applicable anti-corruption laws; and
 - (ii) maintain policies and procedures designed to promote and achieve compliance with such laws.

22.9 Acquisitions

- (a) Except as permitted under paragraph (b) below, no Obligor shall (and the Borrower shall ensure that no member of the Borrower Group will):
 - (i) acquire a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them); or
 - (ii) incorporate a company.
- (b) Paragraph (a) above does not apply to an acquisition of a company, of shares, securities or a business or undertaking (or, in each case, any interest in them) or the incorporation of a company which is a Permitted Acquisition.

22.10 Pari passu ranking

Each Obligor shall ensure that at all times any unsecured and unsubordinated claims of the Lender against it under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

22.11 Financial Indebtedness

- (a) Except as permitted under paragraph (b) below, no Obligor shall (and the Borrower shall ensure that no other member of the Borrower Group will) incur or allow to remain outstanding any Financial Indebtedness.
- (b) Paragraph (a) above does not apply to Financial Indebtedness which is Permitted Financial Indebtedness.

22.12 Investments

No Obligor shall (and the Borrower shall ensure that no member of the Borrower Group will) make any Investments other than:

- (a) in respect of the Parent, as permitted under the Parent Facility Agreement; and
- (b) in respect of each Obligor and each member of the Borrower Group, by way of a Permitted Acquisition or as part of the Permitted Reorganisation.

22.13 Regulatory requirements

Each Obligor shall (and the Borrower shall ensure that each member of the Borrower Group will) comply in all respects with all regulatory requirements to which it may be subject, if failure to so comply has or is reasonably likely to have a Material Adverse Effect.

22.14 ERISA Compliance

The Parent shall do, and cause each of its ERISA Affiliates to do, each of the following:

- (a) maintain each Plan in compliance in all material respects with the applicable provisions of ERISA, the Code and other US federal or state law;
- (b) cause each Plan that is qualified under Section 401(a) of the Code to maintain such qualification; and
- (c) make all required contributions to any Plan subject to Section 412, Section 430 or Section 431 of the Code.

23 Events of Default

Each of the events or circumstances set out in Clause 23 is an Event of Default (save for Clause 22.13 (*Acceleration*)).

23.1 Non-payment

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by:
 - (i) administrative or technical error; or
 - (ii) a Disruption Event; and

- (b) payment is made within two Business Days of its due date.

23.2 Financial covenants

Any requirement of Clause 21 (*Financial covenants*) is not satisfied.

23.3 Other obligations

- (a) An Obligor does not comply with any provision of the Finance Documents (other than those referred to in Clause 23.1 (*Non-payment*) and Clause 23.2 (*Financial covenants*)).
- (b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within 10 Business Days of the earlier of (A) the Agent giving notice to the Borrower and (B) the Borrower becoming aware of the failure to comply.

23.4 Misrepresentation

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

23.5 Cross default

- (a) Any Financial Indebtedness of any Obligor or any member of the Group is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any Obligor or any member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any Financial Indebtedness of any Obligor or any member of the Group is cancelled or suspended by a creditor of any Obligor or any member of the Group as a result of an event of default (however described).
- (d) Any creditor of any Obligor or any member of the Group becomes entitled to declare any Financial Indebtedness of any member of the Group due and payable prior to its specified maturity as a result of an event of default (however described).
- (e) No Event of Default will occur under this Clause 23.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than:
 - (i) in the case of the Group as a whole, USD 10,000,000 (or its equivalent in any other currency or currencies); or
 - (ii) in the case of the Borrower Group, USD 1,000,000 (or its equivalent in any other currency or currencies).

23.6 Insolvency

- (a) A member of the Group:

- (i) is unable or admits inability to pay its debts as they fall due;
- (ii) suspends making payments on any of its debts; or
- (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.
- (iv) The value of the assets of any member of the Group is less than its liabilities (taking into account contingent and prospective liabilities).
- (v) A moratorium is declared in respect of any indebtedness of any member of the Group.

23.7 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any member of the Group other than a solvent liquidation or reorganisation of any member of the Group which is not an Obligor;
- (b) a composition, compromise, assignment or arrangement with any creditor of any member of the Group;
- (c) the appointment of a liquidator (other than in respect of a solvent liquidation of a member of the Group which is not an Obligor), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any member of the Group or any of its assets; or
- (d) enforcement of any Security over any assets of any member of the Group, or any analogous procedure or step is taken in any jurisdiction.

This Clause 23.7 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement.

23.8 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of any member of the Group having an aggregate value of USD 2,000,000 (or its equivalent in any other currency or currencies) and is not discharged within 14 days.

23.9 Unlawfulness

It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents.

23.10 Repudiation

An Obligor repudiates a Finance Document or evidences an intention to repudiate a Finance Document.

23.11 Litigation

- (a) Any litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency are started or threatened, or any judgment or order of a court, arbitral body or agency is made, against any Obligor or any member of the Group or its assets.
- (b) No Event of Default will occur under this Clause 23.11 if the aggregate value of all litigation, arbitration, administrative proceedings, investigations, judgment or order of a court, arbitral body or agency falling within paragraph (a) above during the term of this Agreement is less than:
 - (i) in the case of the Group as a whole, USD 25,000,000 (or its equivalent in any other currency or currencies); and
 - (ii) in the case of the Borrower Group, USD 10,000,000 (or its equivalent in any other currency or currencies).

23.12 Material adverse change

Any event or circumstance, or series of events or circumstances, occurs which the Majority Lenders reasonably believe has or is reasonably likely to have a Material Adverse Effect.

23.13 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrower:

- (a) cancel the Available Commitment of each Lender and/or each Ancillary Commitment of each Ancillary Lender whereupon each such Available Commitment and Ancillary Commitment shall immediately be cancelled and the Facility shall immediately cease to be available for further utilisation;
- (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable;
- (c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders;
- (d) declare all or any part of the amounts (or cash cover in relation to those amounts) outstanding under the Ancillary Facilities to be immediately due and payable, at which time they shall become immediately due and payable; and/or
- (e) declare that all or any part of the amounts (or cash cover in relation to those amounts) outstanding under the Ancillary Facilities be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders,

Provided that, in the case of the occurrence of an Event of Default of the kind referred to in Clause 23.6 (*Insolvency*) or 23.7 (*Insolvency Proceedings*), (a) all such Available Commitments and Ancillary Commitments shall automatically be terminated, and (b) the principal amount of, and the accrued interest on, the Utilisations then outstanding and all

other amounts payable by the Borrower hereunder shall become automatically due and payable, all without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by each Obligor.

Section 9 – Changes to Parties

24 Changes to the Lenders

24.1 Assignments and transfers by the Lenders

Subject to this Clause 24, a Lender (the **Existing Lender**) may:

- (a) assign any of its rights; or
- (b) transfer by novation any of its rights and obligations,

under the Finance Documents to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the **New Lender**).

24.2 Borrower consent

- (a) The consent of the Borrower is required for an assignment or transfer by an Existing Lender, unless the assignment or transfer is:
 - (i) to another Lender or an Affiliate or Related Fund of any Lender; or
 - (ii) made at a time when an Event of Default is continuing.
- (b) The consent of the Borrower to an assignment or transfer must not be unreasonably withheld or delayed. The Borrower will be deemed to have given its consent five Business Days after the Existing Lender has requested it unless consent is expressly refused by the Borrower within that time.

24.3 Other conditions of assignment or transfer

- (a) An assignment will only be effective on:
 - (i) receipt by the Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties as it would have been under if it had been an Original Lender; and
 - (ii) performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.
- (b) A transfer will only be effective if the procedure set out in Clause 24.6 (*Procedure for transfer*) is complied with.
- (c) If:
 - (i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and

- (ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 13 (*Tax gross-up and indemnities*) or Clause 14 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred. This paragraph (c) shall not apply:

- (iii) in respect of an assignment or transfer made in the ordinary course of the primary syndication of the Facility; or
 - (iv) in relation to Clause 13.2 (*Tax gross-up*), to a Treaty Lender that has included a confirmation of its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (g)(ii)(B) of Clause 13.2 (*Tax gross-up*) if the Obligor making the payment has not made a Borrower DTTP Filing in respect of that Treaty Lender.
- (d) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.
 - (e) Any assignment or transfer by an Existing Lender to a New Lender shall only be effective if it assigns or transfers the Existing Lender's share of the Facility pro rata against the Existing Lender's Available Commitment and its participation in Utilisations under the Facility.

24.4 Assignment or transfer fee

The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of GBP 3,000.

24.5 Limitation of responsibility of Existing Lenders

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:
 - (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;
 - (ii) the financial condition of any Obligor;
 - (iii) the performance and observance by any Obligor of its obligations under the Finance Documents or any other documents; or
 - (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

- (b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:
 - (i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document; and
 - (ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
- (c) Nothing in any Finance Document obliges an Existing Lender to:
 - (i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 24; or
 - (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or otherwise.

24.6 Procedure for transfer

- (a) Subject to the conditions set out in Clause 24.2 (*Borrower consent*) and Clause 24.3 (*Other conditions of assignment or transfer*) a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.
- (b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.
- (c) Subject to Clause 24.10 (*Pro rata interest settlement*), on the Transfer Date:
 - (i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another under the Finance Documents shall be cancelled (being the **Discharged Rights and Obligations**);
 - (ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

- (iii) the Agent, the New Lender, the other Lenders and any relevant Ancillary Lender shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, any relevant Ancillary Lender and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and
- (iv) the New Lender shall become a Party as a "Lender". **24.7 Procedure for**

assignment

- (a) Subject to the conditions set out in Clause 24.2 (*Borrower consent*) and Clause 24.3 (*Other conditions of assignment or transfer*) an assignment may be effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.
- (b) The Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.
 - (c) Subject to Clause 24.10 (*Pro rata interest settlement*), on the Transfer Date:
 - (i) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Assignment Agreement;
 - (ii) the Existing Lender will be released by each Obligor and the other Finance Parties from the obligations owed by it (the **Relevant Obligations**) and expressed to be the subject of the release in the Assignment Agreement; and
 - (iii) the New Lender shall become a Party as a "Lender" and will be bound by obligations equivalent to the Relevant Obligations.
- (d) Lenders may utilise procedures other than those set out in this Clause 24.7 to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with Clause 24.6 (*Procedure for transfer*), to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) **provided that** they comply with the conditions set out in Clause 24.2 (*Borrower consent*) and Clause 24.3 (*Other conditions of assignment or transfer*).

24.8 Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Borrower

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate, an Assignment Agreement or an Increase Confirmation, send to the Borrower a copy of that Transfer Certificate, Assignment Agreement or Increase Confirmation.

24.9 Security over Lenders' rights

In addition to the other rights provided to Lenders under this Clause 24, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

- (a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and
- (b) any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

- (i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or
- (ii) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

24.10 Pro rata interest settlement

- (a) If the Agent has notified the Lenders that it is able to distribute interest payments on a "pro rata basis" to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 24.6 (*Procedure for transfer*) or any assignment pursuant to Clause 24.7 (*Procedure for assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):
 - (i) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date (**Accrued Amounts**) and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six Months, on the next of the dates which falls at six Monthly intervals after the first day of that Interest Period); and
 - (ii) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts, so that, for the avoidance of doubt:
 - (A) when the Accrued Amounts become payable, those Accrued Amounts will be payable to the Existing Lender; and
 - (B) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 24.10, have been payable to it on that date, but after deduction of the Accrued Amounts.

- (b) In this Clause 24.10 references to "Interest Period" shall be construed to include a reference to any other period for accrual of fees.
- (c) An Existing Lender which retains the right to the Accrued Amounts pursuant to this Clause 24.10 but which does not have a Commitment shall be deemed not to be a Lender for the purposes of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents.

25 Changes to the Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

26 Restriction on Debt Purchase Transactions

Neither Obligor shall, and shall procure that no other member of the Group will, enter into any Debt Purchase Transaction or beneficially own all or any part of the share capital of a company that is a Lender or a party to a Debt Purchase Transaction of the type referred to in paragraphs (b) or (c) of the definition of Debt Purchase Transaction.

Section 10 – The Finance Parties

27 Role of the Agent

27.1 Appointment of the Agent

- (a) Each Lender appoints the Agent to act as its agent under and in connection with the Finance Documents.
- (b) Each Lender authorises the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

27.2 Instructions

- (a) The Agent shall:
 - (i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:
 - (A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and
 - (B) in all other cases, the Majority Lenders; and
 - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.
- (b) The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. The Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
- (c) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
- (d) The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.
- (e) In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

- (f) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document.

27.3 Duties of the Agent

- (a) The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (b) Subject to paragraph (c) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.
- (c) Without prejudice to Clause 24.8 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Borrower*), paragraph (b) above shall not apply to any Transfer Certificate, any Assignment Agreement or any Increase Confirmation.
- (d) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.
- (f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent) under this Agreement, it shall promptly notify the other Finance Parties.
- (g) The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

27.4 No fiduciary duties

- (a) Nothing in any Finance Document constitutes the Agent as a trustee or fiduciary of any other person.
- (b) Neither the Agent nor any Ancillary Lender shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

27.5 Business with the Group

The Agent and each Ancillary Lender may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

27.6 Rights and discretions

- (a) The Agent may:
 - (i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;

(ii) assume that:

- (A) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and
- (B) unless it has received notice of revocation, that those instructions have not been revoked; and

(iii) rely on a certificate from any person:

- (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
- (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.

- (b) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:
 - (i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 23.1 (*Non-payment*));
 - (ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and
 - (iii) any notice or request made by the Borrower (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors,
- (c) The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
- (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be necessary.
- (e) The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.
- (f) The Agent may act in relation to the Finance Documents through its officers, employees and agents.
- (g) Unless a Finance Document expressly provides otherwise the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

- (h) Without prejudice to the generality of paragraph (g) above, the Agent:
 - (i) may disclose; and
 - (ii) on the written request of the Borrower or the Majority Lenders shall, as soon as reasonably practicable, disclose,

the identity of a Defaulting Lender to the Borrower and to the other Finance Parties.
- (i) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent is obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (j) Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

27.7 Responsibility for documentation

Neither the Agent nor any Ancillary Lender is responsible or liable for:

- (a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, an Ancillary Lender, an Obligor or any other person in or in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; or
- (c) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

27.8 No duty to monitor

The Agent shall not be bound to enquire:

- (a) whether or not any Default has occurred;
- (b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or
- (c) whether any other event specified in any Finance Document has occurred.

27.9 Exclusion of liability

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent or any Ancillary Lender), neither the Agent nor any Ancillary Lender will be liable for:
- (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct;
 - (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document, other than by reason of its gross negligence or wilful misconduct; or
 - (iii) without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation, for negligence or any other category of liability whatsoever) but not including any claim based on the fraud of the Agent) arising as a result of:
 - (A) any act, event or circumstance not reasonably within its control; or
 - (B) the general risks of investment in, or the holding of assets in, any jurisdiction,including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.
- (b) No Party (other than the Agent or an Ancillary Lender (as applicable)) may take any proceedings against any officer, employee or agent of the Agent or any Ancillary Lender, in respect of any claim it might have against the Agent or an Ancillary Lender or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent or any Ancillary Lender may rely on this paragraph (b) subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (c) The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- (d) Nothing in this Agreement shall oblige the Agent to carry out:

- (i) any "know your customer" or other checks in relation to any person; or
- (ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender or for any Affiliate of any Lender,

on behalf of any Lender and each Lender confirms to the Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent.

- (e) Without prejudice to any provision of any Finance Document excluding or limiting the Agent's liability, any liability of the Agent arising under or in connection with any Finance Document shall be limited to the amount of actual loss which has been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

27.10 Lenders' indemnity to the Agent

Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 30.11 (*Disruption to payment systems, etc.*)), notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent under the Finance Documents (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document).

27.11 Resignation of the Agent

- (a) The Agent may resign and appoint one of its Affiliates acting through an office in the United Kingdom as successor by giving notice to the Lenders and the Borrower.
- (b) Alternatively the Agent may resign by giving 30 days' notice to the Lenders and the Borrower, in which case the Majority Lenders (after consultation with the Borrower) may appoint a successor Agent.
- (c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent (after consultation with the Borrower) may appoint a successor Agent (acting through an office in the United Kingdom).
- (d) If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under paragraph (c) above, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed

successor Agent amendments to this Clause 27 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under this Agreement which are consistent with the successor Agent's normal fee rates and those amendments will bind the Parties.

- (e) The retiring Agent shall make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents. The Borrower shall, within three Business Days of demand, reimburse the retiring Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.
- (f) The Agent's resignation notice shall only take effect upon the appointment of a successor.
- (g) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (e) above) but shall remain entitled to the benefit of Clause 15.3 (*Indemnity to the Agent*) and this Clause 27 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (h) After consultation with the Borrower, the Majority Lenders may, by notice to the Agent, require it to resign in accordance with paragraph (b) above. In this event, the Agent shall resign in accordance with paragraph (b) above.
- (i) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
 - (i) the Agent fails to respond to a request under Clause 13.8 (*FATCA information*) and a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
 - (ii) the information supplied by the Agent pursuant to Clause 13.8 (*FATCA information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
 - (iii) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and that Lender, by notice to the Agent, requires it to resign.

27.12 Replacement of the Agent

- (a) After consultation with the Borrower, the Majority Lenders may, by giving 30 days' notice to the Agent (or, at any time the Agent is an Impaired Agent, by giving any shorter notice determined by the Majority Lenders) replace the Agent by appointing a successor Agent.
- (b) The retiring Agent shall make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- (c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) above) but shall remain entitled to the benefit of Clause 15.3 (*Indemnity to the Agent*) and this Clause 27.12 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).
- (d) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

27.13 Confidentiality

- (a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.
- (b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

27.14 Relationship with the Lenders

- (a) Subject to Clause 24.10 (*Pro rata interest settlement*), the Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:
 - (i) entitled to or liable for any payment due under any Finance Document on that day; and
 - (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.
- (b) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address and (where communication by electronic mail or other electronic means is permitted

under Clause 32.5 (*Electronic communication*) electronic mail address and/or any other information required to enable the transmission of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, electronic mail address (or such other information), department and officer by that Lender for the purposes of Clause 32.2 (*Addresses*) and paragraph (a)(ii) of Clause 32.5 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

27.15 Credit appraisal by the Lenders and Ancillary Lenders

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender and Ancillary Lender confirms to the Agent and each Ancillary Lender that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

- (a) the financial condition, status and nature of each member of the Group;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- (c) whether that Lender or Ancillary Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and
- (d) the adequacy, accuracy or completeness of any information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document.

27.16 Agent's management time

Any amount payable to the Agent under Clause 15.3 (*Indemnity to the Agent*), Clause 17 (*Costs and expenses*) and Clause 27.10 (*Lenders' indemnity to the Agent*) shall include the cost of utilising the Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Agent may notify to the Borrower and the Lenders, and is in addition to any fee paid or payable to the Agent under Clause 12 (*Fees*).

27.17 Deduction from amounts payable by the Agent

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

28 Conduct of business by the Finance Parties

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

29 Sharing among the Finance Parties

29.1 Payments to Finance Parties

- (a) Subject to paragraph (b) below, if a Finance Party (a **Recovering Finance Party**) receives or recovers any amount from an Obligor other than in accordance with Clause 30 (*Payment mechanics*) (a **Recovered Amount**) and applies that amount to a payment due under the Finance Documents then:
 - (i) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery to the Agent;
 - (ii) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 30 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and
 - (iii) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the **Sharing Payment**) equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 30.5 (*Partial payments*).
- (b) Paragraph (a) above shall not apply to any amount received or recovered by an Ancillary Lender in respect of any cash cover provided for the benefit of that Ancillary Lender.

29.2 Redistribution of payments

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the **Sharing Finance Parties**) in accordance with Clause 30.5 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

29.3 Recovering Finance Party's rights

On a distribution by the Agent under Clause 29.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and

the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

29.4 Reversal of redistribution

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the **Redistributed Amount**); and
- (b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

29.5 Exceptions

- (a) This Clause 29 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the relevant Obligor.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:
 - (i) it notified that other Finance Party of the legal or arbitration proceedings; and
 - (ii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

29.6 Ancillary Lenders

- (a) This Clause 29 shall not apply to any receipt or recovery by a Lender in its capacity as an Ancillary Lender at any time prior to the Agent exercising any of its rights under Clause 23.13 (*Acceleration*).
- (b) Following the exercise by the Agent of any of its rights under Clause 23.13 (*Acceleration*), this Clause 29 shall apply to all receipts or recoveries by Ancillary Lenders except to the extent that the receipt or recovery represents a reduction of the Gross Outstandings of a Multi-account Overdraft to or towards an amount equal to its Net Outstandings.

Section 11 – Administration

30 Payment mechanics

30.1 Payments to the Agent

- (a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, excluding a payment under the terms of an Ancillary Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Agent, in each case, specifies.

30.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 30.3 (*Distributions to an Obligor*) and Clause 30.4 (*Clawback and pre-funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency.

30.3 Distributions to an Obligor

The Agent may (with the consent of the Obligor or in accordance with Clause 31 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

30.4 Clawback and pre-funding

- (a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) Unless paragraph (c) below applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.
- (c) If the Agent is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:
 - (i) the Borrower shall on demand refund it to the Agent; and

- (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower to whom that sum was made available, shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

30.5 Impaired Agent

- (a) If, at any time, the Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with Clause 30.1 (*Payments to the Agent*) may instead either:
 - (i) pay that amount direct to the required recipient(s); or
 - (ii) if in its absolute discretion it considers that it is not reasonably practicable to pay that amount direct to the required recipient(s), pay that amount or the relevant part of that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (a) of the definition of Acceptable Bank and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor or the Lender making the payment (the **Paying Party**) and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents (the **Recipient Party** or **Recipient Parties**).

In each case such payments must be made on the due date for payment under the Finance Documents.

- (b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the Recipient Party or the Recipient Parties pro rata to their respective entitlements.
- (c) A Party which has made a payment in accordance with this Clause 30.5 shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.
 - (d) Promptly upon the appointment of a successor Agent in accordance with Clause 27.12 (*Replacement of the Agent*), each Paying Party shall (other than to the extent that that Party has given an instruction pursuant to paragraph (e) below) give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution to the relevant Recipient Party or Recipient Parties in accordance with Clause 30.2(*Distributions by the Agent*).
- (e) A Paying Party shall, promptly upon request by a Recipient Party and to the extent:
 - (i) that it has not given an instruction pursuant to paragraph (d) above; and
 - (ii) that it has been provided with the necessary information by that Recipient Party,give all requisite instructions to the bank with whom the trust account is held to transfer the relevant amount (together with any accrued interest) to that Recipient Party.

30.6 Partial payments

- (a) If the Agent receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:
 - (i) **first**, in or towards payment pro rata of any unpaid amount owing to the Agent under the Finance Documents;
 - (ii) **secondly**, in or towards payment pro rata of any accrued interest, fee or commission due but unpaid under this Agreement;
 - (iii) **thirdly**, in or towards payment pro rata of any principal due but unpaid under this Agreement; and
 - (iv) **fourthly**, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.
- (b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (a)(iv) above.
- (c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor. **30.7 No set-off by Obligors**

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

30.8 Business Days

- (a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

30.9 Currency of account

- (a) Subject to paragraphs (b) and (c) below, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- (b) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (c) Any amount expressed to be payable in a currency other than dollars shall be paid in that other currency.

30.10 Change of currency

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); and
 - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

30.11 Disruption to payment systems, etc.

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrower that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;
- (b) the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;
- (d) any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 36 (*Amendments and waivers*);
- (e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 30.11; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

31 Set-off

31.1 Set-off right

A Finance Party may set-off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

31.2 Ancillary Facilities

Any credit balances taken into account by an Ancillary Lender when operating a net limit in respect of any overdraft under an Ancillary Facility shall on enforcement of the Finance Documents be applied first in reduction of the overdraft provided under that Ancillary Facility in accordance with its terms.

32 Notices

32.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by letter.

32.2 Addresses

- (a) The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:
- (i) in the case of the Borrower, that identified with its name below;
 - (ii) in the case of each Lender, each Ancillary Lender or any other Obligor, that notified in writing to the Agent on or prior to the date on which it becomes a Party; and
 - (iii) in the case of the Agent, that identified with its name below,
- or any substitute address or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.
- (b) The addresses referred to in paragraph (a) above are as follows:

- (i) The Borrower:

Moor House, 1st Floor, 120 London Wall London EC2Y 5ET

Attention: Celeste Callow

Email: Celeste.Callow@StoneX.com

(ii) The Agent:

Barclays Bank PLC
Level 11, 1 Churchill Place
London E14 5HP

Attention: Karyn Folino

Email: karyn.folino@barclays.com

32.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address and, if a particular department or officer is specified as part of its address details provided under Clause 32.2 (*Addresses*), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Agent will be effective only when actually received by the Agent and then only if it is expressly marked for the attention of the department or officer identified in paragraph (b) of Clause 32.2 (*Addresses*) (or any substitute department or officer as the Agent shall specify for this purpose).
- (c) All notices from or to an Obligor shall be sent through the Agent.
- (d) Any communication or document made or delivered to the Borrower in accordance with this Clause will be deemed to have been made or delivered to each of the Obligors.
- (e) Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

32.4 Notification of address

Promptly upon changing its address, the Agent shall notify the other Parties.

32.5 Electronic communication

- (a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

- (b) Any such electronic communication or delivery as specified in paragraph (a) above to be made between an Obligor and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.
- (c) Any such electronic communication or delivery as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made or delivered by a Party to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose.
- (d) Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.
- (e) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this Clause 32.5.

32.6 Communication when Agent is Impaired Agent

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed.

32.7 English language

- (a) Any notice given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

33 Calculations and certificates

33.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

33.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

33.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice.

34 Partial invalidity

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

35 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

36 Amendments and waivers

36.1 Required consents

- (a) Subject to Clause 36.2 (*All Lender matters*) and Clause 36.3 (*Other exceptions*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Obligors and any such amendment or waiver will be binding on all Parties.
- (b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 36.
- (c) Paragraph (c) of Clause 24.10 (*Pro rata interest settlement*) shall apply to this Clause 36.1.

36.2 All Lender matters

An amendment or waiver of any term of any Finance Document that has the effect of changing or which relates to:

- (a) the definition of "Majority Lenders" in Clause 1.1 (*Definitions*);
- (b) an extension to the date of payment of any amount under the Finance Documents;

- (c) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable;
- (d) a change in currency of payment of any amount under the Finance Documents;
- (e) an increase in any Commitment, an extension of the Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the Facility;
- (f) a change to the Borrower or the Parent in its capacity as a guarantor;
- (g) any provision which expressly requires the consent of all the Lenders;
- (h) Clause 2.2 (*Increase*), Clause 5.1 (*Delivery of a Utilisation Request*), Clause 8.1 (*Illegality*), Clause 8.2 (*Change of control*), Clause 8.9 (*Application of prepayments*), Clause 24 (*Changes to the Lenders*), Clause 29 (*Sharing among the Finance Parties*), this Clause 36, Clause 42 (*Governing law*) or Clause 43.1 (*Jurisdiction*);
- (i) the nature or scope of the guarantee and indemnity granted under Clause 18 (*Guarantee and indemnity*); or
- (j) Clause 19.14 (*Sanctions*) or Clause 22.7 (*Sanctions - use of Loans*), or the definition in Clause 1.1 (*Definitions*) of any defined term used in, or relevant to, those Clauses,

shall not be made without the prior consent of all the Lenders.

36.3 Other exceptions

An amendment or waiver which relates to, or would otherwise affect, the rights or obligations of the Agent or any Ancillary Lender (each in their capacity as such) may not be effected without the consent of the Agent or that Ancillary Lender as the case may be.

36.4 Excluded Commitments

If any Defaulting Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any term of any Finance Document or any other vote of Lenders under the terms of this Agreement within 15 Business Days of that request being made (unless, the Borrower and the Agent agree to a longer time period in relation to any request):

- (a) its Commitment shall not be included for the purpose of calculating the Total Commitments under the relevant Facility/ies when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments has been obtained to approve that request; and
- (b) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request

36.5 Disenfranchisement of Defaulting Lenders

- (a) For so long as a Defaulting Lender has any Available Commitment, in ascertaining:
 - (i) the Majority Lenders; or

(ii) whether:

(A) any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments under the Facility; or

(B) the agreement of any specified group of Lenders,

has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents,

that Defaulting Lender's Commitments under the Facility will be reduced by the amount of its Available Commitments under the Facility and, to the extent that that reduction results in that Defaulting Lender's Total Commitments being zero, that Defaulting Lender shall be deemed not to be a Lender for the purposes of paragraphs (i) and (ii) above.

(b) For the purposes of this Clause 36.5, the Agent may assume that the following Lenders are Defaulting Lenders:

(i) any Lender which has notified the Agent that it has become a Defaulting Lender;

(ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a) or (b) of the definition of **Defaulting Lender** has occurred,

unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

36.6 Replacement of a Defaulting Lender

(a) The Borrower may, at any time a Lender has become and continues to be a Defaulting Lender, by giving 10 Business Days' prior written notice to the Agent and such Lender:

(i) replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 24 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement;

(ii) require such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 24 (*Changes to the Lenders*) all (and not part only) of the undrawn Commitment of the Lender; or

(iii) require such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 24 (*Changes to the Lenders*) all (and not part only) of its rights and obligations in respect of the Facility,

to an Eligible Institution (a **Replacement Lender**), which confirms its willingness to assume and does assume all the obligations, or all the relevant obligations, of the transferring Lender in accordance with Clause 24 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer which is either:

- (A) in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest (to the extent that the Agent has not given a notification under Clause 24.10 (*Pro rata interest settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents; or
 - (B) in an amount agreed between that Defaulting Lender, the Replacement Lender and the Parent and which does not exceed the amount described in sub-paragraph (A) above.
- (b) Any transfer of rights and obligations of a Defaulting Lender pursuant to this Clause 36.6 shall be subject to the following conditions:
- (i) the Borrower shall have no right to replace the Agent;
 - (ii) neither the Agent nor the Defaulting Lender shall have any obligation to the Borrower to find a Replacement Lender;
 - (iii) the transfer must take place no later than 60 days after the notice referred to in paragraph (a) above;
 - (iv) in no event shall the Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the Defaulting Lender pursuant to the Finance Documents; and
 - (v) the Defaulting Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer to the Replacement Lender.
- (c) The Defaulting Lender shall perform the checks described in paragraph (b)(v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Parent when it is satisfied that it has complied with those checks.

37 Confidential Information

37.1 Confidentiality

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 37.2 (*Disclosure of Confidential Information*) and Clause 37.3 (*Disclosure to numbering service providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

37.2 Disclosure of Confidential Information

Any Finance Party may disclose:

- (a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any

person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

- (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent and, in each case, to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
- (ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
- (iii) appointed by any Finance Party or by a person to whom paragraph (b)(i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (c) of Clause 27.14 (*Relationship with the Lenders*));
- (iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;
- (v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
- (vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
- (vii) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 24.9 (*Security over Lenders' rights*);
- (viii) who is a Party; or
- (ix) with the consent of the Borrower;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

- (A) in relation to paragraphs (b)(i), (b)(ii) and (b)(iii) above, the person to whom the Confidential Information is to be given has entered into a

Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

- (B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;
 - (C) in relation to paragraphs (b)(v), (b)(vi) and (b)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances; and
- (c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including, without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party; and
- (d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

37.3 Disclosure to numbering service providers

- (a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or one or more Obligors the following information:
- (i) names of Obligors;
 - (ii) country of domicile of Obligors;
 - (iii) place of incorporation of Obligors;
 - (iv) date of this Agreement;

- (v) Clause 42 (*Governing law*);
- (vi) the names of the Agent;
- (vii) date of each amendment and restatement of this Agreement;
- (viii) amount of the Facility (and any tranches);
- (ix) amount of Total Commitments;
- (x) currency of the Facility;
- (xi) type of Facility;
- (xii) ranking of Facility;
- (xiii) Termination Date for the Facility;
- (xiv) changes to any of the information previously supplied pursuant to paragraphs (i) to (xiii) above; and
- (xv) such other information agreed between such Finance Party and the Borrower,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

- (b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or one or more Obligors by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) Each Obligor represents that none of the information set out in paragraphs (a)(i) to (xv) above is, nor will at any time be, unpublished price-sensitive information.
- (d) The Agent shall notify the Borrower and the other Finance Parties of:
 - (i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facility and/or one or more Obligors; and
 - (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or one or more Obligors by such numbering service provider.

37.4 Entire agreement

This Clause 37 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

37.5 Inside information

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

37.6 Notification of disclosure

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower:

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (b)(v) of Clause 37.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 37.

37.7 Continuing obligations

The obligations in this Clause 37 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve months from the earlier of:

- (a) the date on which all amounts payable by the Obligors under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

38 Counterparts

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

39 Bail-In

39.1 Definitions

In this Clause 39:

Article 55 BRRD means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

Bail-In Action means the exercise of any Write-down and Conversion Powers. **Bail-In Legislation**

means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; and

- (b) in relation to any state other than such an EEA Member Country or (to the extent that the United Kingdom is not such an EEA Member Country) the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway.

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers.

UK Bail-In Legislation means (to the extent that the United Kingdom is not an EEA Member Country which has implemented, or implements, Article 55 BRRD) Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

Write-down and Conversion Powers means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;
- (b) in relation to any other applicable Bail-In Legislation:
- (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and
 - (ii) any similar or analogous powers under that Bail-In Legislation; and
- (c) in relation to any UK Bail-In Legislation:
- (i) any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of

that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and

- (ii) any similar or analogous powers under that UK Bail-In Legislation.

39.2 Contractual recognition of bail-in

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including:
 - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
 - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
 - (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

40 Waiver of consequential damages

To the extent permitted by applicable law, no Party shall assert, and hereby waives, any claim against any other Party or any of its Affiliates, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, the Finance Documents or any agreement or instrument contemplated thereby, the Utilisations or the use of the proceeds thereof.

41 US Patriot Act

Each Lender hereby notifies each Obligor that pursuant to the requirements of the USA Patriot Act, it may be required to obtain, verify and record information that identifies each Obligor, which information includes the name and address of such Obligor and other information that will allow such Lender to identify the Obligor in accordance with said Act.

Section 12 – Governing law and enforcement

42 Governing law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

43 Enforcement

43.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraphs (a) and (b) above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

43.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, the Parent:
 - (i) irrevocably appoints the Borrower as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document (and the Borrower by its execution of this Agreement, accepts that appointment); and
 - (ii) agrees that failure by an agent for service of process to notify the Parent of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Borrower (on behalf of all the Obligors) must immediately (and in any event within 10 days of such event taking place) appoint another agent on terms acceptable to the Lender (acting reasonably). Failing this, the Lender may appoint another agent for this purpose.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1 – The Lenders (as at Effective Date)

Name of Original Lender	Commitment
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Barclays Bank PLC	USD 25,000,000
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HSBC Bank USA, N.A.	USD 25,000,000
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Schedule 2 – Conditions precedent

[Now historic]

1 Obligors

- (a) A copy of the constitutional documents of each Obligor.
- (b) A copy of a resolution of the board of directors of each Obligor:
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.
- (c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above.
- (d) A certificate of the Borrower (signed by a director) confirming that borrowing or guaranteeing, as appropriate, the Total Commitments would not cause any borrowing, guaranteeing or similar limit binding on any Obligor to be exceeded.
- (e) A certificate of an authorised signatory of the relevant Obligor certifying that each copy document relating to it specified in this Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2 Finance Documents

- (a) This Agreement duly executed by all original parties to it.
- (b) The Fee Letters duly executed by all parties.

3 Legal opinions

- (a) A legal opinion of Dentons UK and Middle East LLP, legal advisers to the Agent in England, substantially in the form distributed to the Original Lenders prior to signing this Agreement.
- (b) A legal opinion of Potter, Anderson & Corroon LLP, legal advisers to the Agent in Delaware, substantially in the form distributed to the Original Lenders prior to signing this Agreement.

4 Other documents and evidence

- (a) A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable (if it has notified the Borrower

accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(b) The Original Financial Statements of each Obligor.

(c) Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 12 (*Fees*) and Clause 17 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

Schedule 3 – Utilisation Request

From: StoneX Financial Ltd

To: Barclays Bank PLC

Dated:

Dear Sirs

StoneX Financial Ltd – USD 50,000,000 Facility Agreement originally dated 14 October 2020 (the Agreement)

1 We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2 We wish to borrow a Loan on the following terms:

Proposed Utilisation Date: [**] (or, if that is not a
Business Day, the next Business Day)

Amount: [**] or, if less, the Available
Facility

Interest Period: [**]

3 We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) of the Agreement is satisfied on the date of this Utilisation Request.

4 [This Loan is to be made in [whole]/[part] for the purpose of refinancing [*identify maturing Loan*]/[The proceeds of this Loan should be credited to [*account*].]

5 This Utilisation Request is irrevocable.

Yours faithfully

_____ authorised signatory for
StoneX Financial Ltd

Schedule 4 – Form of Transfer Certificate

To: Barclays Bank PLC as Agent

From: [*The Existing Lender*] (the **Existing Lender**) and [*The New Lender*] (the **New Lender**)

Dated:

StoneX Financial Ltd – USD 50,000,000 Facility Agreement originally dated 14 October 2020 (the Agreement)

- 1 We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
- 2 We refer to Clause 24.6 (*Procedure for transfer*) of the Agreement:
 - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation, and in accordance with Clause 24.6 (*Procedure for transfer*) of the Agreement, all of the Existing Lender's rights and obligations under the Agreement, the other Finance Documents which relate to that portion of the Existing Lender's Commitment and participations in Loans under the Agreement as specified in the Schedule.
 - (b) The proposed Transfer Date is [].
 - (c) The Facility Office and address and attention details for notices of the New Lender for the purposes of Clause 32.2 (*Addresses*) of the Agreement are set out in the Schedule.
- 3 The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 24.5 (*Limitation of responsibility of Existing Lenders*) of the Agreement.
- 4 The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
 - (a) [a Qualifying Lender (other than a Treaty Lender);]
 - (b) [a Treaty Lender;]
 - (c) [not a Qualifying Lender].¹
- 5 [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
 - (a) a company resident in the United Kingdom for United Kingdom tax purposes;
 - (b) a partnership each member of which is: _____ Delete as applicable. Each New Lender is required to confirm which of these three categories it falls within.

- (i) a company so resident in the United Kingdom; or
- (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or

(c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.]²

6 [The New Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number []) and is tax resident in []³, so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and requests that the Borrower notify the Borrower that it wishes that scheme to apply to the Agreement.]⁴

7 This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.

8 This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

9 This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

² Include if New Lender comes within paragraph (i)(B) of the definition of Qualifying Lender in Clause 13.1 (*Definitions*)

³ Insert jurisdiction of tax residence.

⁴ Include if New Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

The Schedule - Commitment/rights and obligations to be transferred

[insert relevant details]

[Facility Office address and attention details for notices and account details for payments]

[Existing Lender] [New Lender]

By: By:

This Transfer Certificate is accepted by the Agent and the Transfer Date is confirmed as [**].

[Agent]

By:

Schedule 5 – Form of Assignment Agreement

To: Barclays Bank PLC as Agent and StoneX Financial Ltd as Borrower, for and on behalf of each Obligor

From: [the *Existing Lender*] (the **Existing Lender**) and [the *New Lender*] (the **New Lender**) Dated:

StoneX Financial Ltd – USD 50,000,000 Facility Agreement originally dated 14 October 2020 (the Agreement)

- 1 We refer to the Agreement. This is an Assignment Agreement. Terms defined in the Agreement have the same meaning in this Assignment Agreement unless given a different meaning in this Assignment Agreement.
- 2 We refer to Clause 24.7 (*Procedure for assignment*) of the Agreement:
 - (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment and participations in Loans under the Agreement as specified in the Schedule.
 - (b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitment and participations in Loans under the Agreement specified in the Schedule.
 - (c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.
- 3 The proposed Transfer Date is [].
- 4 On the Transfer Date the New Lender becomes Party to the Finance Documents as a Lender.
- 5 The Facility Office and address and attention details for notices of the New Lender for the purposes of Clause 32.2 (*Addresses*) of the Agreement are set out in the Schedule.
- 6 The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 24.5 (*Limitation of responsibility of Existing Lenders*) of the Agreement.
- 7 The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
 - (a) [a Qualifying Lender (other than a Treaty Lender);]
 - (b) [a Treaty Lender;]
 - (c) [not a Qualifying Lender].⁵

Delete as applicable. Each New Lender is required to confirm which of these three categories it falls within.

- 8 [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
- (a) a company resident in the United Kingdom for United Kingdom tax purposes;
 - (b) a partnership each member of which is:
 - (i) a company so resident in the United Kingdom; or
 - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
 - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.]⁶
- 9 [The New Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number []) and is tax resident in []⁷, so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and requests that the Borrower notify the Borrower that it wishes that scheme to apply to the Agreement.]⁸
- 10 This Assignment Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with Clause 24.8 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Borrower*) of the Agreement, to the Borrower (on behalf of each Obligor) of the assignment referred to in this Assignment Agreement.
- 11 This Assignment Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment Agreement.
- 12 This Assignment Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 13 This Assignment Agreement has been entered into on the date stated at the beginning of this Assignment Agreement.

⁶ Include only if New Lender is a UK Non-Bank Lender - i.e. falls within paragraph (a)(i)(B) of the definition of Qualifying Lender in Clause 13.1 (*Definitions*).

⁷ Insert jurisdiction of tax residence.

⁸ Include if New Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

The Schedule – Rights to be assigned and obligations to be released and undertaken

[insert relevant details]

[Facility Office address and attention details for notices and account details for payments]

[Existing Lender] [New Lender]

By: By:

This Assignment Agreement is accepted by the Agent and the Transfer Date is confirmed as [].

Signature of this Assignment Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

[Agent]

By:

Schedule 6 – Form of Compliance Certificate

To: Barclays Bank PLC as Agent

From: StoneX Financial Ltd

Dated:

Dear Sirs

StoneX Financial Ltd – USD 50,000,000 Facility Agreement originally dated 14 October 2020 (the Agreement)

- 1 We refer to the Agreement. This is a Compliance Certificate. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
- 2 We confirm that Net Tangible Assets as at the last day of the most recent Relevant Period were [].
- 3 [We confirm that no Default is continuing.]*

Signed:

Director Director
of StoneX Financial Ltd of StoneX Financial Ltd

[insert applicable certification language]**

_____ [for and on behalf of StoneX Financial Ltd
[name of auditors of the Borrower]]***

* If this statement cannot be made, the Compliance Certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.

** To be agreed with the Borrower's auditors and the Lenders prior to signing the Agreement.

*** Only applicable if the Compliance Certificate accompanies the audited financial statements and is to be signed by the auditors. To be agreed with the Borrower's auditors prior to signing the Agreement.

Schedule 7 – Form of Extension Request

To: Barclays Bank PLC as Agent

From: StoneX Financial Ltd

Dated:

Dear Sirs

StoneX Financial Ltd – USD 50,000,000 Facility Agreement originally dated 14 October 2020 (the Agreement)

- 1 We refer to the Agreement. This is an Extension Request referred to in Clause 2.5 (*Extension Option*).
- 2 We request that the Termination Date is extended to the date falling 365 days after the date of the current Termination Date.
- 3 We confirm that the Repeating Representations are true in all material respects and that no Default is continuing or would be reasonably likely to result from the proposed extension.
- 4 This request is irrevocable.

StoneX Financial Ltd

By:

Schedule 8 – Timetables

"D" refers to the relevant Utilisation Date.

Delivery of a duly completed Utilisation Request D
(Clause 5.1 (*Delivery of a Utilisation Request*))

11:00 a.m.

Agent notifies each Lender of the amount of its
participation in the Loan under Clause 5.4 D
(*Lenders' participation*)

1:00 p.m.

Schedule 9 – Form of Increase Confirmation

To: Barclays Bank PLC as Agent and StoneX Financial Ltd as Borrower, for and on behalf of the Parent

From: [*the Increase Lender*] (the **Increase Lender**)

Dated:

Dear Sirs

StoneX Financial Ltd – USD 50,000,000 Facility Agreement originally dated 14 October 2020 (the Agreement)

- 1 We refer to the Agreement. This is an Increase Confirmation. Terms defined in the Agreement have the same meaning in this Increase Confirmation unless given a different meaning in this Increase Confirmation.
- 2 We refer to Clause 2.2 (*Increase*) of the Agreement.
- 3 The Increase Lender agrees to assume and will assume all of the obligations corresponding to the Commitment specified in the Schedule (the **Relevant Commitment**) as if it had been an Original Lender under the Agreement in respect of the Relevant Commitment.
- 4 The proposed date on which the increase in relation to the Increase Lender and the Relevant Commitment is to take effect (the **Increase Date**) is [].
- 5 On the Increase Date, the Increase Lender becomes party to the Finance Documents as a Lender.
- 6 The Facility Office and address and attention details for notices to the Increase Lender for the purposes of Clause 32.2 (*Addresses*) of the Agreement are set out in the Schedule.
- 7 The Increase Lender expressly acknowledges the limitations on the Lenders' obligations referred to in paragraph (i) of Clause 2.2 (*Increase*) of the Agreement.
- 8 The Increase Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
 - (a) [a Qualifying Lender (other than a Treaty Lender);]
 - (b) [a Treaty Lender;]
 - (c) [not a Qualifying Lender].
- 9 [The Increase Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
 - (a) a company resident in the United Kingdom for United Kingdom tax purposes;
 - (b) a partnership each member of which is:

- (i) a company so resident in the United Kingdom; or
 - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
- (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.]

- 10 [The Increase Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number []) and is tax resident in [] *, so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and notifies the Borrower that it wishes the scheme to apply to the Agreement.]**
- 11 This Increase Confirmation may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Increase Confirmation.
- 12 This Increase Confirmation and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 13 This Increase Confirmation has been entered into on the date stated at the beginning of this Increase Confirmation.

The Schedule – Relevant Commitment/rights and obligations to be assumed by the Increase Lender

[insert relevant details]

[Facility Office address and attention details for notices and account details for payments]

[Increase Lender]

By:

This Increase Confirmation is accepted by the Agent and the Increase Date is confirmed as [].

Agent

By:

Schedule 10 – Form of Accordion Option Notice

From: StoneX Financial Ltd

To: Barclays Bank PLC as Agent

Dated: []

Dear Sirs

StoneX Financial Ltd – USD 50,000,000 Facility Agreement originally dated 14 October 2020 (the Agreement)

- 1 We refer to the Agreement. This is an Accordion Option Notice. Terms defined in the Agreement have the same meaning in this Accordion Option Notice unless given a different meaning in this Accordion Option Notice.
- 2 We refer to Clause 2.6 (*Accordion option*) of the Agreement.
- 3 We request that the Total Commitments be increased by [] on and from [] (the **Additional Commitment**).
- 4 We confirm that the Additional Commitment will be provided by [].
- 5 We confirm that, on the date of this notice, the Repeating Representations are true in all material respects and no Default is continuing or would result from the increase in Commitments.
- 6 English law governs this Accordion Option Notice and any non-contractual obligations arising out of or in connection with it.

Yours faithfully

_____ authorised signatory for
StoneX Financial Ltd

We hereby acknowledge and agree to the above:

[Accordion Lender]

By:

Agent

By:

Schedule 11 – Form of Termination Date Request

From: StoneX Financial Ltd

To: Barclays Bank PLC as Agent

Dated: []

Dear Sirs

StoneX Financial Ltd – USD 50,000,000 Facility Agreement originally dated 14 October 2020 (the Agreement)

- 1 We refer to the Agreement. This is Termination Date Request as referred to in paragraph (b) of the definition of "Termination Date" in Clause 1.1 (*Definitions*) of the Agreement.
- 2 In accordance with the provisions of the definition of "Termination Date", we request that the Termination Date be extended to 14 October 2023.
- 3 We confirm that the Reporting Representations are true in all material respects and that no Default is continuing or would be reasonably likely to occur from the proposed extension.
- 4 Please sign and return the enclosed copy of this request to confirm the agreement of the Lenders to the extension as set out in this request.
- 5 This request is irrevocable.

Yours faithfully

StoneX Financial Ltd

By:

We hereby agree to the above on behalf of all of the Lenders:

Barclays Bank PLC

(As Agent for and on behalf of the Lenders)

By:

[SIGNATURE PAGES INTENTIONALLY OMITTED]

SUBSIDIARIES OF THE REGISTRANT

Name	Place of Incorporation
CDI do Brasil Comercio e Exportacao de Commodities Ltda	Brazil
CDI - Societe Cotonniere de Distribution S.A.	Switzerland
Chasing Returns Limited	Ireland
Coininvest GmbH	Germany
European Precious Metal Trading GmbH	Germany
FCC Futures, Inc.	Iowa, U.S.
FCStone Commodity Services (Europe) Ltd	Ireland
FCStone Group, Inc.	Delaware, U.S.
FCStone Paraguay S.R.L.	Paraguay
Gain Capital Europe GmbH	Germany
Gain Capital – Forex.com Canada, Ltd.	Canada
Gain Capital – Forex.com Hong Kong, Ltd.	Hong Kong
Gain Capital – Forex.com International BV	The Netherlands
Gain Capital Group, LLC	Delaware, U.S.
Gain Capital Holdings, Inc.	Delaware, U.S.
Gain Capital Holdings International, B.V.	The Netherlands
Gain Capital Holdings International, LLC	Delaware, U.S.
Gain Capital Holdings Ltd.	England and Wales
Gain Capital Technology Consulting Hong Kong Limited	Hong Kong
Gain Capital UK Limited	England and Wales
GAIN Colombia SAS	Colombia
Gain Global Markets Bermuda, Ltd.	Bermuda
Gain Global Markets International, B.V.	The Netherlands
Gain Global Markets, Inc.	Cayman Islands
Gain GTX, LLC	Delaware, U.S.
Gain Holdings, LLC	Delaware, U.S.
Gainvest Asset Management Ltd.	British Virgin Islands
GCAM, LLC	Delaware
Global Asset Advisors, LLC	Illinois, U.S.
Global Futures & Forex, Ltd.	Michigan, U.S.
IFCM Commodities GmbH	Germany
INTL FCStone de Mexico, S. de R.L. de C.V.	Mexico
INTL FCStone (Shanghai) Trading Co., Ltd	China
INTL FCStone Technology Services Private Limited	India
INTL Fillmore Advisors Canada, ULC	British Columbia, Canada
INTL Fillmore Advisors LLC	Delaware, U.S.
INTL Netherlands B.V.	The Netherlands
Island Traders (Cayman), Limited	Cayman Islands
Jing Tao Business Consulting (Shanghai) Co. Ltd.	China
Lakecot S.A.	Switzerland
MW FX Ltd	Cyprus
PagneX Instituição de Pagamentos Ltda.	Brazil
SA Stone Investment Advisors Inc.	Delaware, U.S.
SA Stone Wealth Management Inc.	Delaware, U.S.
S.L. Bruce Financial Corporation	Ohio, U.S.
StoneX Agency Services Limited	Nigeria
StoneX APAC Pte. Ltd.	Singapore
StoneX Asset Management S.A.	Argentina
StoneX Banco de Cambio S.A.	Brazil
StoneX Bullion Inc.	Florida, U.S.
StoneX (BVI) Limited	British Virgin Islands
StoneX Capital S.A.	Argentina
StoneX Colombia S.A. SEDPE	Colombia
StoneX Commodities DMCC	Dubai, United Arab Emirates

Name	Place of Incorporation
StoneX Commodities S.A.	Argentina
StoneX Commodity Solutions LLC	Delaware, U.S.
StoneX Consultoria em FC Ltda.	Brazil
StoneX Credit Trading Inc.	Delaware, U.S.
StoneX Digital LLC	Florida, U.S.
StoneX DTVM Ltda.	Brazil
StoneX Europe Ltd	Cyprus
StoneX Financial (Canada) Inc.	British Columbia, Canada
StoneX Financial Europe GmbH	Germany
StoneX Financial Europe S.A.	Luxembourg
StoneX Financial GmbH	Germany
StoneX Financial (HK) Ltd.	Hong Kong
StoneX Financial Inc.	Florida, U.S.
StoneX Financial Ltd	United Kingdom
StoneX Financial Nigeria Limited	Nigeria
StoneX Financial Pte. Ltd.	Singapore
StoneX Financial Pty Ltd	Australia
StoneX Investimentos Ltda.	Brazil
StoneX Markets LLC	Iowa, U.S.
StoneX (Netherlands) B.V.	The Netherlands
StoneX Pagos S.A.U.	Argentina
StoneX Participacoes Ltda.	Brazil
StoneX Payment Services Ltd.	Washington, U.S.
StoneX Poland sp z.o.o.	Poland
StoneX Precious Metals LLC	Delaware, U.S.
StoneX Securities Co., Ltd.	Japan
StoneX Securities S.A.	Argentina
StoneX Technology Services LLC	Delaware, U.S.
Trade Facts Ltd.	United Kingdom
Westown Commodities, LLC	Iowa, U.S.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statements (Nos. 333-117544, 333-137992, 333-144719, 333-152461, 333-186704, 333-209912, and 333-231301 on Form S-3 and Nos. 333-108332, 333-142262, 333-196413, 333-197773, 333-216538, and 333-229807 on Form S-8) of our reports dated November 29, 2022, with respect to the consolidated financial statements of StoneX Group Inc. and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

Kansas City, Missouri
November 29, 2022

SECTION 302 CERTIFICATION

I, Sean M. O'Connor, certify that:

1. I have reviewed this Annual Report on Form 10-K of StoneX Group Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 29, 2022

/s/ SEAN M. O'CONNOR

Sean M. O'Connor

Chief Executive Officer

SECTION 302 CERTIFICATION

I, William J. Dunaway certify that:

1. I have reviewed this Annual Report on Form 10-K of StoneX Group Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 29, 2022

/s/ WILLIAM J. DUNAWAY

William J. Dunaway
Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of StoneX Group Inc. (the Company) on Form 10-K for the period ended September 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Sean M. O'Connor, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 29, 2022

/s/ SEAN M. O'CONNOR

Sean M. O'Connor
Chief Executive Officer

A signed original of this written statement required by Section 906 or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to StoneX Group Inc. and will be retained by StoneX Group Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of StoneX Group Inc. (the Company) on Form 10-K for the period ended September 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, William J. Dunaway, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 29, 2022

/s/ WILLIAM J. DUNAWAY

William J. Dunaway
Chief Financial Officer

A signed original of this written statement required by Section 906 or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to StoneX Group Inc. and will be retained by StoneX Group Inc. and furnished to the Securities and Exchange Commission or its staff upon request.