ELECTRONIC ACCESS AND USER AGREEMENT

PLEASE READ THIS ELECTRONIC ACCESS AND USER AGREEMENT (THE "AGREEMENT") CAREFULLY. IT GOVERNS YOUR ACCESS TO AND USE OF ONE OR MORE ONLINE PLATFORMS FOR FOREIGN EXCHANGE TRADING AND RELATED INFORMATION OFFERED BY CITIBANK (THE "SYSTEM"). YOU MUST AGREE TO THE TERMS OF THIS AGREEMENT BEFORE BEING GRANTED ACCESS TO THE SYSTEM.

This Agreement contains the terms and conditions under which You and Your employer ("Your Firm" which, if You are a third party trading adviser, investment manager or other agent ("Agent"), includes your principal) are provided with access to the System and permitted to use the products and services offered on the System, such as the information research, data, analytical tools, software, video, audio, graphics, pricing information and other content available on the System ("System Content"), and, where applicable, to transact and confirm foreign exchange and Bullion spot, forward, swaps and/or options transactions ("Transactions"), which may include use of proprietary and/or licensed Citibank algorithms (collectively, the "**Algo Strategies**" and each an "**Algo Strategy**") as described and made available via the System or at www.citifx.com. For the purposes of this Agreement, Bullion shall mean gold, silver, platinum or palladium. This Agreement will amend and replace any previous agreement entered into by You or Your Firm covering Your use of and access to the System.

References to "You" or "Your" are to both you as an individual or, if applicable, as an Agent and to Your Firm, unless expressly stated otherwise. References to "Citibank" are to Citibank, N.A. or its affiliated entities as identified in the Country Annex (as defined in Section 5 below) applicable to You. The term "Agreement" includes the body of this Agreement, the Country Annexes, the Sharia Annex, the Mobile Terms Annex and all schedules, disclosures, legends or disclaimers posted on or in connection with the System, each of which is incorporated into and made part of this Agreement. You agree that this Agreement and any Instructions (as defined below) are deemed to be "in writing" and to have been "executed" for all purposes and will have the same legally binding nature, validity and enforceability, as if each were originated, executed and maintained in paper form. We will give You prior notice of any material schedule or material amendment to this Agreement that affects You.

1. Description of Services. The System is comprised of one or more of the products listed in the Product Annex attached to this Agreement, as more fully described in written information separately provided to you, and as may be amended from time to time in Citibank's sole discretion. You may access and use some or all of the products as agreed to by Your Firm and Citibank, and references herein to the System shall mean at any time those products to which You have been granted access at such time. Your access to any specific product shall constitute Your agreement to be bound by the terms and conditions of this Agreement with respect to such product.

2. Grant of License and Access. Subject to the terms of this Agreement, Citibank grants to You a non-exclusive, revocable, non-transferable, and limited license to access and use the System and System Content in accordance with the terms of this Agreement and for Your Firm's internal business purposes only in connection with Transactions and provided that You are and remain (a) an employee of Your Firm (or, if applicable, an authorized Agent of Your Firm); (b) designated by Your Firm as an authorized representative for the purposes of this Agreement; and (c) approved by Citibank to use the System (an "Authorized User"). Citibank may, without notice and in its sole discretion, suspend, modify or restrict Your access to the System and/or the System Content. Citibank may also place limits on Your ability to transact over the System or decline to enter into Transactions with You over the System. You are solely responsible for providing all hardware, software, telephone or other communications equipment and service needed to implement and access the System. You will not knowingly or negligently introduce or permit, and will use commercially reasonable security measures to prevent, the introduction of any computer viruses, worms, or other harmful codes into the System. You will not attempt to access information or applications that You have not been expressly authorized to use by Citibank, and, if You inadvertently gain such access, You agree not to use or disseminate, reproduce, redistribute or decompile any such information or applications.

3. Security Procedures. You must use the unique user identifications, digital certificates, access codes, passwords and other identification devices (collectively "Security Procedures") as Citibank may issue to You or otherwise establish from time to time. You will safeguard the Security Procedures assigned to You, and will not authorize or permit any other party to access the System and/or any System

Content. You will not alter, delete, disable or otherwise circumvent any Security Procedure or assist or allow any other party to do so and You shall be solely liable for any such occurrence. You will notify Citibank immediately if You become aware of any unauthorized access to or use of the System and/or any System Content, or any loss or theft of the Security Procedures assigned to You. Your Firm will provide to Citibank and keep current all information it reasonably requires from time to time with respect to each Authorized User and Your Firm agrees to notify Citibank immediately by such means set forth in the Security Procedures if the access available to any Authorized User is not appropriate. No modification or termination of access to You or any Authorized User shall invalidate any Instruction (as defined below) or Transaction entered into before such modification or termination becomes effective.

4. Use of the System.

(a) Your use of the System shall be subject to all applicable laws, statutes, rules and regulations (whether domestic or foreign), orders of competent governmental, legal or regulatory authorities, agreements with or between such authorities and the interpretations of any such authority ("Applicable Law"). You are responsible for ensuring that You may lawfully access and use the System and the services and content offered on or through it. You agree that Citibank may assume, and You represent, that any Instruction made by a person using Your Security Procedures (a) is from You; (b) originates from the location (including country, state, province or other jurisdiction) that has been associated with You on our records; and (c) is authorized by Your Firm. You represent and warrant on a continuing basis as long as You are authorized to access and use the System that:

(i) You shall use the System only for Your own business purposes and only in conformity with this Agreement, any relevant System manual, and Applicable Law;

(ii) You will not use the System or any feature of the System to post or transmit inappropriate information, including without limitation any information that may be deemed obscene, libellous, harassing, fraudulent, or slanderous, or post or transmit any information, software, or other material that is an invasion of privacy or publicity rights, or which is in breach of any copyright, trademark, service mark, or other proprietary right;

(iii) You have in place security systems and procedures reasonably designed and applied to prevent unauthorized use or misuse of the System and will ensure that the Authorized Users and all other employees comply with all such security measures;

(iv) You have obtained or will obtain and will maintain all notifications, authorizations and approvals and will provide all such information to its regulators as is required under Applicable Law for You to use the System and enter into any Transactions through the System, and perform Your obligations under those Transactions and this Agreement;

(v) You will be fully responsible for any use or misuse of the System by You or by any other individual or entity which is able to access the System as a result of Your failure to observe and protect the Security Procedures as required by this Agreement.

(b) Where You are acting as an Agent You further represent and warrant that:

(i) You have full authority to enter into this Agreement (including, without limitation, to give the warranties in this section 4) and to access and use the System on behalf of Your Firm and to use Your Firm's resources to meet any obligations incurred by You in relation to such access and use;

(ii) in entering into any Transaction on behalf Your Firm, You have no reason to believe that Your Firm will not be able to perform its obligations under such Transaction;

(iii) in entering into any Transaction on behalf of Your Firm, You have no reason to believe that Your Firm is subject to any restriction or prohibition from engaging in such Transaction under any Applicable Law, including without limitation, those of the United Nations, United States, the United Kingdom or the European Union.

(c) Citibank warrants and represents that:

(i) it shall provide the System to You in conformity with the terms of this Agreement and Applicable Law;

(ii) it shall use commercially reasonable efforts to implement and use appropriate security technologies in order to ensure the integrity of the System;

(iii) it has obtained and will maintain all authorizations and approvals required under Applicable Law to be able to provide the System to You and enter into any Transactions through the System, and perform its obligations under those Transactions and this Agreement. Notwithstanding the foregoing, You understand and agree that Citibank may not be licensed, registered, authorized, or otherwise permissioned in all jurisdictions, and You will be responsible for ensuring that any activity that You engage in using the System in any jurisdiction is in accordance with Applicable Law.

5. Country Notices. If You are located in one of the jurisdictions identified in the Country Annexes attached to this Agreement, or if you are transacting with Citibank or a Citibank affiliate in one of the listed jurisdictions, then the additional terms in the Country Annexes specified for that jurisdiction apply to You. In the event of a conflict between the terms in the Country Annexes and this Agreement, the terms in the Country Annexes will prevail solely with respect to the applicable jurisdiction.

Citibank may from time to time amend the Country Annexes, to add or change terms for a specific jurisdiction or to add terms with respect to new jurisdictions. Citibank will give you notice of only those amendments to the Country Annexes that affect You.

6. Instructions and Transactions. You and Your Firm are responsible for all instructions, messages, oral communication, telex, facsimile or other communications (including bids and offers) made through the System associated with Your identity and/or the Security Procedures assigned to You ("Instructions"), and such Instructions shall be binding on You and Your Firm. You transmit Instructions to Citibank at your own risk, and agree that Citibank will not be required to acknowledge receipt of any Instruction prior to processing such Instruction. You will not have a binding Transaction with Citibank until a confirmation of acceptance of that Transaction, including executed exchange rate, is transmitted by Citibank to You. You understand and agree that Citibank will accept and work orders on a best efforts basis. Citibank, in its sole discretion, may refuse to act on any Instruction, and may from time to time restrict trading in certain financial instruments. Citibank may reject, cancel or rescind any Transaction, or amend or vary the terms of any Transaction, in each case executed through the System including but not limited to circumstances in which 1) the Transaction was executed based on erroneous rates or prices, during a period of market volatility and/or constrained liquidity, in contravention or violation of any law or regulation or in circumstances illegal or improper and/or 2) the Confirmation was generated due to System error. Any such rejection, cancellation, rescission, amendment or variation as set out in this section 6 will be communicated to You as soon as reasonably practicable and where the terms of such Transaction have been amended or varied, the confirmation reflecting such amendment or variation shall supersede previous confirmations and constitute the prevailing record of the binding Transaction. Notifications of transactions by SMS or push notification shall not constitute a confirmation. You agree, represent and warrant on a continuing basis that:

(a) Your Firm is acting for its own account and will be liable as a principal in respect of all Transactions and confirmation of Transactions through the System ("Confirmations") You enter into through the System or either by facsimile, email or via SWIFT message to the Your nominated facsimile number, email or SWIFT addresses and the You hereby accept the risks associated with the means of communication selected; Your Firm has full power, capacity, authority and legal right to enter into Transactions and/or Confirmations; the Transactions and/or Confirmations constitute your Firm's legal, valid and binding obligations enforceable in accordance with their terms; where You are acting as an Agent the reference to "Your Firm" in this section 6(a) shall be construed as a reference solely to Your principal, and not to You or Your employer, provided that You have notified Citibank that You are acting as an Agent and have provided evidence reasonably satisfactory to Citibank of Your authority to use the System on behalf of Your principal;

(b) Your Firm is capable of evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of any Transactions; Your Firm is also capable of assuming, and assumes, the finance and other risks of any Transaction; Each Instruction is and will be: (i) appropriate in view of Your sophistication and expertise, security controls and financial status; (ii) in compliance with Applicable Law; and (iii) conducted in accordance with Your Firm's applicable governance requirements and all applicable internal policies or procedures;

(c) Your Firm shall use the Algo Strategies solely for its own internal purposes and in compliance with the terms and conditions of this Agreement and Applicable Law. You will independently assess the suitability of any Algo Strategy and any associated parameters based on all information available to You. You will independently assess the risks of any Algo Strategy, including: (i) the risk that market conditions will prevent the algorithm from functioning in accordance with its strategy, parameters, risk controls or the counterparty's expectations; (ii) the potential vulnerability of algorithmic order execution to the conduct of other market participants trading through a System where the algorithm sources liquidity; and (iii) potential risks, including latency risks, from technological or operational delay, failure or malfunction at any level or from any source (including, but not limited to, external and/or internal Systems and Your trading connection or interface.

(iv) Citibank, N.A. (or its affiliated entities) is acting as principal and is not acting as a broker, agent, fiduciary, advisor or in any similar capacity for Your Firm in respect of any Transaction and further acknowledge and agree that Citibank will accept and work orders in good faith. You will make all trading decisions solely on the basis of Your own judgment (and upon advice from such advisers as You have deemed necessary to appoint) as to whether any Transaction is appropriate or proper and based on an independent evaluation of relevant factors, including the economic features of the financial instrument involved, the complexity of the financial instrument, and the associated market, credit and currency risks; Your Firm is not relying on any communication (written or oral) of Citibank, N.A. or its affiliated entities, as investment advice or as a recommendation to enter into any Transaction, it being understood that information and explanations related to the terms of any Transaction shall not be considered investment advice or a recommendation to enter into the Transaction; Your Firm has not received from Citibank, N.A. or its affiliated entities, any assurance or guarantee as to the expected results of any Transaction; You expressly undertake that you will not use the System for any purpose which is contrary to law or regulation or in any manner which could: (i) have the effect of manipulating or distorting a market; (ii) cause a false or misleading impression in relation to the price, volume or level of supply or demand for products or any underlying instruments or related financial instruments; (iii) have no commercial purpose (a.k.a. "wash trades"); assist a misuse of information; (v) prejudice access to a trading or clearing system; or (vi) in Citi's opinion abuse or take an unfair advantage of the nature or characteristics of the System or a market;

(d) If Your Firm and the specific Citibank, NA branch or Citibank affiliate (that Your Firm is transacting with) have entered or deemed to have entered into any ISDA or other master agreement governing Transactions of the type You engage in using the System, or subsequent to entering into this Agreement you enter into any ISDA or other master agreement of the type You engage in using the System, the Confirmations shall be deemed to be in conformity with the terms of such master agreement and any confirmation incorporating the terms of such master agreement with the respective Citibank entity as the case may be;

(e) Your Firm understands and agrees that (i) any transaction concluded by means of a recorded telephone conversation is a legally binding transaction as from the date of such conversation; (ii) the subsequent Confirmation serves only as written evidence of the valid and binding oral agreement; and (iii) failure to exchange Confirmations will not in any way invalidate the underlying oral transaction.

(f) When Citibank executes a Transaction with you, Citibank may be required under Applicable Law to, or may in response to an order, directive or request regarding reporting and/or retention of Transaction or similar information issued by any government authority and regulatory authorities or any other regulatory body, or agency, make information regarding the Transaction and its execution (which may include information about you) public or available or to report such information to any competent regulatory, prosecuting, tax or governmental authority or agency, or central bank, in any jurisdiction, domestic or foreign and/or other person;

(g) Where Citibank has received or subsequently receives your specific consent to do so, Citibank may provide You with information that is required to be provided in a durable medium by way of email, PDF document or by any other durable medium that is not paper. With your specific consent, Citibank may also provide certain of such information not personally addressed to you by means of such websites as you are notified of by us.

7. Settlement and Payment. You agree to pay all amounts payable by You in respect of any Transactions You effect using the System as those amounts become due regardless of any right of set- off or counterclaim that You or Your Firm may have against Citibank and free and clear of, and without withholding or deduction for, any taxes of whatever nature, unless required by Applicable Law. You shall pay to Citibank a fee in respect of any executed Transaction using one of more Algo Strategies ("Usage Fee"**)**. The Usage Fee shall be the rate we agree from time to time in writing, provided, that, Citi may change the applicable Usage Fee at any time if Citi, in its discretion, determines that changes (whether long term or short term) in market conditions (including, among others, in relation to liquidity, volatility, interest rates, currency controls or changes in the monetary policy affecting relevant currencies) have occurred or are likely to occur. Citibank's obligation to settle any Transaction is conditional upon Citibank's receipt on or before the due date for settlement (or satisfactory confirmation of such receipt by Citibank's settlement agents) of all necessary documents, funds or financial instruments due to be delivered by You or on Your behalf on such due date. Citibank may make deductions or withholdings from payments to the extent required by Applicable Law. You are responsible for all taxes and similar or related amounts which are payable as a result of the Transactions You effect using the System and you will reimburse Citibank or its affiliates to the extent such taxes are borne by Citibank or its affiliates to the extent such amounts are not deducted or withheld. You will at all times keep Citibank and its affiliates indemnified against all claims in relation to taxes. Neither Citibank nor its affiliates will contest any demand made by any governmental or regulatory authority for such taxes. You agree that all obligations of Citibank under a Transaction are payable solely at and by the specific Citibank NA branch or Citibank affiliate (that Your Firm is transacting with) and are subject to the laws of the country (including any governmental acts, orders, decrees and regulations) where the branch or relevant Citibank affiliate is located and such branch or affiliate shall also be excused by other events beyond its control which prevent its performance, in which circumstances, Your Firm shall not have any right of action for any loss, damage, or other consequence of any such non-discharge of obligations or threat of non-discharge of obligations against the head office nor any other branch, subsidiary, or Citibank affiliate. Citibank shall not be responsible for deductions or withholdings made by third parties from payments received by Citibank on Your behalf.

8. Research and Calculation Functions. To the extent that Citibank provides research to You over the System, any such research is subject to change or withdrawal without notice, and does not constitute legal, accounting, tax or investment advice, or a solicitation or recommendation by Citibank for the purchase, sale or holding of any product or Transaction, or a representation that any trading strategy or product is appropriate for You. In preparing such research, Citibank does not take into account the investment objectives, financial situation or particular needs of any particular person, and is not otherwise providing individualized investment advice or recommendations. You agree and acknowledge that (a) Citibank is under no obligation to provide research publications or recommendations to You; (b) if You receive research publications or recommendations, You may not receive them at the same time as other customers of Citibank; and (c) Citibank is under no obligation to take account of any research publication or recommendation, or the material on which it is based, when effecting any transaction with or for You or otherwise dealing with or for You. Portions of the System, including without limitation those relating to exotic options, do not permit actual Transactions but operate to provide theoretical values or prices. You understand and agree that prices and values that cannot be acted upon for Transactions ("Non-dealable Values") are presented for information only and to facilitate Your consideration of hypothetical scenarios. Such Non-dealable Values are provided "as is," and Citibank makes no representation or warranty regarding them or the utility or accuracy of calculations You may obtain. Citibank will not be responsible or liable for any damages that arise from Your use of, or reliance on, Non-dealable Values.

The System may contain calculators, analytical tools, functionality, signals, information, perspectives, commentary (for example, actual, bespoke and/or derivative market information and indicators of market liquidity) and/or other tools (collectively "**Calculators**") to facilitate your consideration of hypothetical scenarios (including but not limited to hypothetical hedging considerations) and execution. Citibank makes no representation or warranty with respect to the algorithms, processes, ideas and/or any other information used to develop and/or used by the Calculators.

You are solely responsible for independently evaluating the hedge signals and all other information generated by such Calculators, as well as information you input into the Calculators (collectively, "Your Calculator Information"). Your Calculator Information is part of the System Content. Citibank makes no representation or warranty with respect to the completeness, adequacy, suitability, accuracy, timeliness and or utility of any of Your Calculator Information. Citibank does not maintain any permanent or other record of Your Calculator information. You and Your Firm agree to make your own arrangements to satisfy Your requirements for access thereto.

You represent, agree and acknowledge, in respect of your use of Calculators and Your Calculator Information:

(a) You are not relying on any advice of Citibank for investment, tax, legal or accounting matters (including decisions regarding the appropriateness or suitability of Calculators or Your Calculator Information) and You have sought and will rely on the advice of Your own professionals and advisors for investment, tax, legal or accounting matters and You will make an independent analysis and decision based upon such advice;

(b) Citibank has not and is not through the availability of Calculators or otherwise making any personal recommendation relating to Your Calculator Information;

(c) You have the capacity to evaluate and understand (internally or through independent professional advice) the merits of any Your Calculator Information; and

(d) You will determine, without reliance upon Citibank, the economic risks and merits, as well as the investment, legal, tax and accounting characterisations and consequences of any decision to enter into any transactions based upon any Your Calculator Information and/or to adopt, proceed with, alter, commence, terminate, take or refrain from taking any course of action, and that You are able to assume such risks.

(e) Your Calculator Information shall be Confidential Information belonging to You. Citibank will limit access to Your Calculator Information to those of its employees, agents and contractors involved in the provision and management of the specific Calculator service. From time to time, such persons may be persons working in the foreign exchange sales and trading operations of Citibank or its Affiliates ("Sales Person(s)"). Prior to allowing a Sales Person any access to any part of Your Calculator Information, Citibank will set out the reasons for such access and seek Your written consent. Access by a Sales Person will not be granted without Your prior written consent. Any access will be limited to the extent of the consent given by You. You may, at any time, by notice in writing to Citibank, terminate or restrict the access of any Sales Person to Your Calculator Information.

9. Reservation of Rights. As between You and

Citibank, Citibank has exclusive ownership of, licenses, and/or rights to use the System and all System Content (including, without limitation, any proprietary Citi algorithms embedded therein), as well as all related copyrights, trademarks, service marks, patent rights, and trade secrets and any other intellectual property rights therein (registered or unregistered) including any applications, anywhere in the world. You will not acquire any right, title, or interest in or to any of the foregoing by virtue of the limited license granted to You to access and/or use the System and System Content in accordance with the terms of this Agreement. You will not (i) disclose, sell, lease, transfer, make derivative works from, reproduce, redistribute or otherwise disseminate all or any part of the System or System Content to any third party, or (ii) copy, alter, decompile or reverse engineer any of the System or System Content except to the extent expressly permitted by Applicable Law. You will not remove, obscure or change any copyright or other notices or legends contained in the System or System Content.

10. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.

THE SYSTEM AND ALL SYSTEM CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". CITIBANK DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS, OR OTHER TERMS (INCLUDING AS TO SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR MERCHANTABILITY), AS TO THE SYSTEM, THE SYSTEM CONTENT OR ANY OTHER MATTER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. CITIBANK FURTHER DISCLAIMS ANY WARRANTY AS TO NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CITIBANK DISCLAIMS ANY OBLIGATION TO KEEP THE SYSTEM CONTENT OR INFORMATION AVAILABLE THROUGH THE SYSTEM UP-TO-DATE OR FREE OF ERRORS OR VIRUSES OR TO MAINTAIN UNINTERRUPTED SERVICE OR ACCESS. CITIBANK DOES NOT UNDERTAKE TO CORRECT OR NOTIFY YOU OF ANY ERROR IN THE SYSTEM CONTENT OR INFORMATION DISPLAYED THROUGH THE SYSTEM OF WHICH IT MAY BECOME AWARE AT ANY TIME OR TO NOTIFY YOU OF ANY CHANGES IN ANY SUCH SYSTEM CONTENT OR INFORMATION OR METHODOLOGIES INCORPORATED THEREIN. ALTHOUGH CITIBANK MAY SPECIFY THE HOURS OF OPERATION OF THE SYSTEM, CITIBANK MAY STOP PRODUCING OR UPDATING ALL OR ANY PART OF THE SYSTEM WITHOUT NOTICE.

YOU ACKNOWLEDGE THAT ELECTRONIC ACCESS TO SYSTEMS THROUGH THE INTERNET OR OTHER NETWORKS, WHETHER PUBLIC OR PRIVATE, MAY NOT BE SECURE. CITIBANK DISCLAIMS ALL LIABILITY FOR ANY SECURITY BREACH THAT DOES NOT RESULT FROM CITIBANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WHERE THE SYSTEM CONTAINS LINKS TO OTHER WEBSITES, THESE LINKS ARE MADE AVAILABLE ONLY AS A CONVENIENCE AND WITHOUT LIABILITY TO CITIBANK AND YOU USE THEM AT YOUR RISK. CITIBANK DOES NOT ENDORSE OR GUARANTEE ANY LINKED SITE, THE SITE SPONSOR OR THE SITE CONTENTS.

EXCEPT AS PROVIDED IN SECTION 11, AND EXCEPT IN THE CASE OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, NEITHER CITIBANK NOR ITS AFFILIATES, EMPLOYEES, AGENTS, LICENSORS OR THIRD PARTY INFORMATION OR SERVICE PROVIDERS SHALL BE LIABLE TO YOU, YOUR AFFILIATES, EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE PROVISION OR USE OF (OR ANY INABILITY TO USE) THE SYSTEM AND SYSTEM CONTENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

WITHOUT LIMITING THE FOREGOING, CITIBANK MAY MAKE ERROR CORRECTIONS AND/OR REPROCESS AN AGREED TRANSACTION AT THE AGREED RATE, TO THE EXTENT POSSIBLE, AT NO ADDITIONAL CHARGE TO YOU. THIS IS YOUR SOLE REMEDY (AND CITIBANK'S SOLE LIABILITY) IN CONNECTION WITH ANY SUCH ERROR. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS LIMITING OR EXCLUDING LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUDULENT MISREPRESENTATION OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

11. Non-Infringement and Indemnification. Citibank shall indemnify You and hold You harmless against claims that the System, when used as permitted by this Agreement, infringes any patent or copyright, or other proprietary right of any third party, provided that you promptly notify Citibank of such claim, allow Citibank to have sole control of the defense and settlement thereof and fully cooperate with Citibank in such defense. This indemnity does not apply insofar as the alleged infringement arises as a result of the use of the System in conjunction with any third-party system not expressly approved by Citibank, or if You modify the System in any way. No other indemnity of any kind is provided by Citibank with respect to any other matter.

SUBJECT TO THE FOREGOING INDEMNIFICATION BY CITIBANK, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITIBANK AND ITS AFFILIATES, EMPLOYEES AND AGENTS WITH RESPECT TO ANY CLAIM, DAMAGE, LOSS, COST OR LIABILITY ARISING, DIRECTLY OR INDIRECTLY, FROM (A) YOUR USE OF OR INABILITY TO USE THE SYSTEM OR ANY SYSTEM CONTENT (INCLUDING ISSUING OF INTRUCTIONS), OR (B) ANY BREACH BY YOU OF THIS AGREEMENT.

12. Confidentiality and Use of Data.

(a) You and Citibank agree that all parties to this Agreement will treat as confidential (both during and after the termination of Your access to the System) any information learned about the other, its investment strategy or holdings or its products or services, any software, other technology, or intellectual property, and any confidential and/or personal information, in each case that the receiving party knows, or reasonably should know, to be confidential or proprietary to the other party (collectively, "Confidential Information"), in connection with Your use of the System. All System Content is Confidential Information owned exclusively by Citibank. Except as otherwise provided herein, neither party may transfer or disclose Confidential Information of the other party to any third party or use such Confidential Information except as permitted by this Agreement. These obligations shall not apply to information which (i) is, or becomes, known to the public other than as a result of a breach of this Agreement, (ii) is rightfully received by the other party from a third party entitled to disclose it, (iii) is independently developed by the other party without use of or reference to another party's Confidential Information, or (iv) is required to be disclosed by the terms of any court order, subpoena, administrative order, rule, regulation, or otherwise by Applicable Law or in accordance with this Agreement. You, Your Firm and Citibank each agree to maintain adequate security procedures and take reasonable precautions to prevent the misuse, unauthorized or inadvertent disclosure, or loss of Confidential Information.

(b) All information submitted by or through You to Citibank or collected by Citibank from You through or in connection with the System, including all registration data, clickstream data, and Transaction data, will be the property of Citibank, and Citibank will be free to use it in accordance with its business practices, Applicable Law and the confidentiality provisions of this Agreement.

(c) You agree that Citibank shall be free to use such information without restriction if such information is aggregated with other data or otherwise processed such that it cannot be attributed to or associated with You.

(d) You undertake to provide Citibank with all documents and other information reasonably requested by it, and to update Citibank within 30 days of a material change in any information previously provided.

(e) You further agree that Citibank may disclose Confidential Information about You to: (i) any service provider to Citibank and any contractors or agents of a service provider for the purposes of operation and maintenance of the System or compliance with Applicable Law; and (ii) Citibank's affiliates, as reasonably necessary to evaluate credit exposure to You and/or Your Firm or for the purpose of managing Your and/or Your Firm's business relationship with Citibank and its affiliates or compliance with Applicable Law; and (iii) government agencies and regulatory authorities, agencies, or courts or other tribunals, whether domestic or foreign, upon their request or where required by Applicable Law, provided that Citibank shall procure that the recipients of such Confidential Information referred to in sub-paragraphs (i) and (ii) shall be subject to the same or similar confidentiality obligations as apply to Citibank's use of the Confidential Information under this Agreement.

(f) You acknowledge and agree that Citibank or any of its designees or representatives may monitor and record Your use of the System and may monitor and record telephone conversations and other communications with You and Your Firm's employees and agents in relation to use of the System and any Transaction which we may enter into. A copy of the recording of such conversations and other communications will be available on request for a period of five (5) years or such for such period of time as necessary to comply with Applicable Law or supervisory authorities' regulations.

(g) You and Citibank acknowledge and agree that your agreement in Sections 12(b)-(c) and 12(e)-(f) is not relied upon by Citibank or its affiliates as a legal basis for processing under the European Commission Data Protection Directive (95/46/EC) and any laws implementing such Directive, the General Data Protection Regulation (EU) 2016/679 law ("GDPR") and the laws and/or regulations of any country outside the European Economic Area (other than the Asia Pacific countries listed in the Countries Annexes) that are intended to provide equivalent protections for personal data (as defined in the GDPR or the nearest equivalent term under applicable data protection law and/or regulation) of data subjects (as defined in the GDPR or the nearest equivalent term under applicable data protection law and/or regulation) as the GDPR, including without limitation, the data protection laws or regulations of the United Kingdom, Guernsey, Israel, Jersey, Morocco and Switzerland (collectively, "Relevant Data Protection Law"). For the purposes of this Agreement, "Relevant Data Protection Law" shall not include the data protection laws or regulations of an Asia Pacific country listed in the Country Annexes, and this Section 12(g) shall not apply to any Asia Pacific country listed in the Country Annexes.

(h) As part of Citibank's policy of continuous product development and improvement, Citibank monitors and keeps records of the nature, frequency and scope of all users' access to and/or use of the System. Citibank uses such information only on an aggregated and anonymised basis.

(i) From time to time, in order to assist You in Your use of the System or to assist in disputes, Citibank will communicate with Your computer to determine Your computer's specification and/or environment, or to retrieve information on or related to Transactions stored thereon.

(j) Data held by Citibank in the System (including for example the trades and the audit log) relating to any Transactions by You, will be held by Citibank for such period of time as necessary to comply with Applicable Law or supervisory authorities' regulations.

(k) You and Citibank acknowledge and agree that your agreement in Sections 12(c) and 12 (e) – (f) is not relied upon by Citibank or its affiliates in relation to the lawfulness of the processing of personal data under the European Commission Data Protection Directive (95/46/EC) and any laws implementing such Directive, the General Data Protection Regulation (EU) 2016/679 law as amended or replaced from time to time and any equivalent data protection laws or regulations in the United Kingdom, Jersey or Switzerland, including any amendments or supplements to or replacements of such laws and/or regulations of any of the foregoing from time to time.

13. Data Protection Notices.

(a) Without limiting the provisions of Section 12, above, by using the System You consent for the purposes of Citibank providing the System and related services or information to You, administering their business in relation thereto and complying with Applicable Law that:

(i) Citibank may use any personal data that You, Your Firm's employees or agents submit in connection with You, Your Firm, Your and/or Your Firm's use of the System for the purpose of providing the System and related services or information and informing You about developments regarding the System or your usage thereof;

(ii) Citibank may process any such personal data and transmit it (including to places outside of the European Economic Area which have data privacy standards which are not deemed adequate under European Union standards) to any of its affiliates, agents, sub-contractors, or third parties (including third parties of the kinds identified in the following sub-paragraphs (i) to (v)) in connection with Your and/or Your Firm's use of and Citibank's operation of the System and Citibank's relationship with You and Your Firm, including without limitation for the purposes of: (i) meeting obligations to government agencies and regulatory authorities;

(iii) complying with any Applicable Law, including without limitation tax, anti-money laundering laws and regulations; (iii) assigning or sub-contracting any part of the normal business functions of Citibank to third parties relating to the operation or usage of the System; (iv) monitoring services provided to You in relation to Your use of the System, whether such monitoring is conducted by Citibank, or a third party; and (v) communicating with credit reference and information agencies; and

(b) If any personal data (including sensitive personal data) belonging to You or Your Firm's employees or other individuals or legal entity ("Personal Data"), is provided to Citibank by or through You, You represent and, to the extent required in order for Citibank and its affiliates to use such personal data in accordance with applicable law, warrant that such persons are aware of and explicitly consent to the use of such personal data, as set forth in the paragraphs above and below, and You agree to defend and indemnify Citibank and its affiliates against any loss or damage either may incur arising out of a breach by You of this representation and warranty; and

(c) You acknowledge that further information about our use of personal data and data protection related matters may be set out in a separate privacy statement on the System.

(d) You and Citibank acknowledge and agree that Section 13(a) is not relied upon by Citibank or any of its affiliates as a legal basis for processing under Relevant Data Protection Law and this Section 13(d) shall not apply to any Asia Pacific country listed in the Country Annexes.

14. Other Agreements with Citibank. This Agreement shall supplement all applicable master agreements or terms of business between You and Citibank and any trade confirmations. If this Agreement conflicts with any such other agreements or terms of business between You and Citibank, then as to Your use of the System only, the terms of this Agreement shall prevail. Should any conflict arise between the English language version of this Agreement and any translation hereof, the English language version shall be controlling.

15. Sanctions and Export Restrictions. Without limiting the generality of Your obligations to comply with all Applicable Laws, You specifically agree to comply, and will cause Your employees and agents to comply, with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations. Unless authorized by U.S. regulation or Export License, You agree that You will not export, re- export or download, directly or indirectly, any software, data or technology received from Citigroup, or allow the direct product thereof to be exported or re-exported, directly or indirectly, to (a) any country in Country Group E:2 of the Export Administration Regulations of the Department of Commerce (see http://www.bxa.doc.gov) or any other country subject to sanctions administered by the Office of Foreign Assets Control (see http://www.treas.gov/ofac/); or

(b) any non-civil (i.e. military) end-users or for any non-civil end-uses in any country in Country Group D:1 of the Export Administration Regulations, as revised from time to time. You understand that countries other than the U.S. may restrict the import or use of strong encryption products and may restrict exports, and You agree that You shall be solely responsible for compliance with any such import or use restriction.

16. Miscellaneous.

(a) If any specific provision of this Agreement is held to be unenforceable, that determination shall not affect the validity of any other provision of this Agreement, and all such provision shall be interpreted to be enforceable to the fullest extent under Applicable Law.

(b) You may not assign this Agreement in part or in whole to any person. Citibank may, in its sole discretion, assign this Agreement to any person or entity that controls, is controlled by, or is under common control with Citibank, or any entity that acquires substantially all of Citibank's business assets.

(c) All notices and other communications required or permitted hereunder shall be in writing and shall be delivered by hand, certified or registered mail with postage prepaid, or by recognized overnight courier, to such person and address as the parties shall identify in writing. Communications with Citibank by electronic mail or instant messaging do not under any circumstances constitute effective notice for any purpose under this Agreement.

(d) The headings of sections of this Agreement are included for convenience only and shall not constitute a part of this Agreement or be used in any way in interpreting this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all together shall be one and the same document.

(e) This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns, and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement shall not be construed as an agreement by either party to be a partner of the other party or to create any joint venture or any other form of legal association that would impose liability upon one party for the act or failure to act of the other party or as providing either party with a right, power, or authority (express or implied) to create any duty or obligation on behalf of the other party.

(f) This Agreement may not be amended except in a writing that is signed by an authorized representative of each of the parties.

17. Term and Termination. This Agreement shall take effect on the date You accept it and shall continue in effect until terminated in accordance with this section. Either party may terminate this Agreement in its sole discretion upon thirty (30) day's prior written notice to the other party. If any party materially breaches any provision of this Agreement, the non-breaching party may terminate the Agreement by written notice to the other party, which notice shall be effective the next business day following receipt. Citibank may terminate this Agreement immediately upon written notice to You at any time if: (a) You fail to pay when due any amount due in relation to a Transaction, (b) You commence or have commenced against you any action for the appointment of a trustee, receiver, or administrator to or for Your liquidation, winding up, or dissolution, or for the reorganization, composition, or arrangement of Your debts, or (c) You default on a material obligation under any other agreement with Citibank or any of Citibank's affiliates. Any termination shall have no effect on the rights and obligations of any party as to Instructions or Transactions made prior to such termination.

18. Governing Law and Jurisdiction. These Terms and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, the laws of England and Wales. For our benefit, you irrevocably submit to the jurisdiction of the English courts, which are to have jurisdiction to settle any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of these Terms or any non-contractual obligation arising out of or in connection therewith and waive any objection to proceedings in any such court on the grounds of inconvenient forum. If you do not have a permanent place of business in England or Wales, you shall at all times maintain, and notify us of, an agent for service of process in England or Wales and, in any event, any claim form, order, petition, judgment or other notice of legal process shall be sufficiently served on you if delivered to any Affiliate of yours at its permanent place of business in England and Wales.

PRODUCT ANNEX

CitiFX® Pulse
Citi Velocity[SM] – Trading: Foreign Exchange

COUNTRYANNEXES

UNITED STATES:

Except as otherwise provided and authorized, the System is made available in the United States by Citibank, N.A., New York branch. If you are located in the United States or are transacting with Citibank, N.A. New York branch, then, notwithstanding Section 18, this Agreement shall be governed by, and shall be construed in accordance with, the Federal laws of the United States of America and the laws of the State of New York, USA without regard to conflict of law principles. For our benefit, you irrevocably submit to the jurisdiction of the federal courts located in the borough of Manhattan, New York, which are to have jurisdiction to settle any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of the Agreement, and you waive any objection to proceedings in any such court on the grounds of inconvenient forum.

BRAZIL:

1. Within the context of the Agreement the System shall mean CitiFX® Pulse only, and the Transactions shall mean (i) foreign exchange spot transactions ("FX Transactions"); (ii) forward, swaps, options and/or any other derivatives transaction ("Derivatives Transactions"); and (iii) time deposit investments (*Certificado de Depósito Bancário* – "CDB"). FX Transactions shall be based on the FX Agreement entered between You and Citibank; Derivatives Transactions shall be entered into under the terms of the Derivative Master Agreement and the respective Confirmation governing such transaction; and CDB investments shall be confirmed by Citibank after the receipt of the Instruction sent by You using the System.

2. If the System is made available to You by Citibank Brazil (as defined below), then the Sharia Annex shall not be effective to You.

3. Except as otherwise provided and authorized, the System is made available in Brazil by Banco Citibank S.A. ("Citibank Brazil", which shall be included in the definition of Citibank above-mentioned). If you are located in Brazil or are transacting with Citibank Brazil, then, notwithstanding Section 18, this Agreement shall be governed by, and shall be construed in accordance the laws of Brazil. You and Citibank Brazil irrevocably submit to the jurisdiction of the District of the Capital of the State of São Paulo, which are to have jurisdiction to settle any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of the Agreement, and you waive any objection to proceedings in any such court on the grounds of inconvenient forum. In this sense, Section 18 of the Agreement shall be amended in its entirety as follows:

   > "The Agreement (including any non-contractual liabilities and obligations arising out of or in connection with the Agreement) is governed by and shall be construed in accordance with the laws of Brazil. In case of any legal dispute between Citibank and You arising out of or in connection with this Agreement, You and Citibank Brazil irrevocably submit to the jurisdiction of the District of the Capital of the State of São Paulo, which are to have jurisdiction to settle any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of the Agreement, and you waive any objection to proceedings in any such court on the grounds of inconvenient forum."

4. This Agreement will amend and replace any previous agreement entered into by You or Your Firm covering Your use of and access to the System. Notwithstanding anything to the contrary in this Agreement, the provisions regarding System contained in the Citibank Brazil's Account Opening Documents shall remain valid.

5. Your use of the System shall be subject to all applicable laws, statutes, rules and regulations (whether domestic or foreign), orders of competent governmental, legal or regulatory authorities, agreements with or between such authorities and the interpretations of any such authority ("Applicable Law"). In this sense, Applicable Law shall include, but not limited to, the legislation and regulation applicable to the Transactions (i) regarding FX Transactions especially the *Circulares* n.º 3,689, 3,690 and 3,691 ("Circulares"), as well as the Law n.º 4,131, and (ii) regarding Derivatives Transactions, the provisions of Resolution n.º 2,873/2001, Resolution n.º 3,505/2007, and (iii) regarding CDB investments especially the Resolução nº 3,454/2007 as well as Law nº 4,728/65 (as amended) and every other applicable rules of the Central Bank of Brazil ("BCB"), of the Brazilian Monetary Council ("CMN"), the Brazilian Securities and Exchange Commission (Comissão de Valores Mobiliários – "CVM") and the OTC Clearing House and Securities, Commodities, Futures and Stock Exchange (B3 S.A. – Brasil, Bolsa, Balcão – "B3") to which You represent to be fully aware.

6. Notwithstanding anything to the contrary in Section 6, FX Transactions are, for all purposes, requests by the You to buy or sell foreign currencies, at the price displayed on the System. Any subsequent change, or

cancellation by You or Your Firm, will mean a further sale or purchase of foreign currency at the market price. Any difference in these prices will be debited or credited to Your Firm.

7. In line with the provision of Section 6 - item (g), You and Your Firm hereby agrees that Citibank Brazil has the duty to comply with the stated periods and other conditions set forth in Resolution nº 2,025 of CMN (as amended) and in *Circular* nº 3,461 of BCB (as amended) with regard to the maintenance of copies of transactions executed by and between Citibank Brazil and its clients, as well as all client's data forms, including copies of any Transaction entered between Your Firm and Citibank Brazil. You recognize that in developing and analysing a possible Transaction with Your Firm, Citibank Brazil may be interested in consulting government authorities. No provision of this Agreement shall serve as a limitation on the freedom of Citibank Brazil to communicate with such authorities and reveal the Confidential Information to them, provided it also informs the confidential nature of the transaction under evaluation.

8. The following item shall be inserted as a new Section 6 (i):

> "**6. Instructions and Transactions.** (i) You shall comply with all Applicable Laws with respect to any Transaction which you enter into, including, but not limited to, (i) satisfying any applicable qualification and capacity requirements (such as those regarding transacting FX Transactions); and (ii) providing any supporting documents as proof of the legality of the FX Transactions and the related acts or underlying transactions, economic ground and legitimacy of the Parties involved, including the source of the funds entered or sent, prior to the closing of such FX Transaction, as prescribed under the Applicable Laws. You shall provide such supporting documents and/or settlement instructions as Citibank may deem necessary, within such time as may be determined by Citibank in its sole discretion, in order for You to comply with such Applicable Laws. Without limitation to the foregoing, and subject to the Applicable Laws, unless otherwise agreed to by Citibank, where You use the System to conduct FX Transactions, You shall, before such Transaction (in all situations no later than settlement of such transaction), have provided Citibank all satisfactory supporting documents and settlement instruction with respect to such transaction in accordance with the Applicable Law, as provided in Section 7. Where You use the System to transact any foreign exchange forward transaction, You shall provide the relevant satisfactory supporting documents and/or settlement instruction with respect to such transaction by its settlement in accordance with the Applicable Law."

9. The Section 17 shall be amended as follows:

> "**7. Settlement and Payment.** You agree to pay all amounts due by You in respect of any Transactions You effect using the System as those amounts become due regardless of any right of set-off or counterclaim that You or Your Firm may have against Citibank and free and clear of, and without withholding or deduction for, any taxes of whatever nature, unless required by Applicable Law. <u>In this case, You shall pay the sum in an amount necessary to ensure that Citibank receive the net amount equal to the sum that Citibank would receive if the payments were not subject to such deductions and/or withholdings of any kind</u> (…)"

10. Section 11 is deleted in its entirety and the following paragraph shall be inserted in substitution thereof:

> "**11. Non-Infringement and Indemnification.** Citibank shall indemnify You for the direct damages caused to You resulting from the breach of this Agreement or relate to the System arising out of Citibank's negligence or exclusive wilful misconduct accordingly with determination in a final and unappealable court decision. This indemnity does not apply insofar as the alleged infringement arises as a result of the use of the System in conjunction with any third-party system not expressly approved by Citibank, or if You modify the System in any way. No other indemnity of any kind is provided by Citibank with respect to any other matter."

11. Section 15 is deleted in its entirety and the following paragraph shall be inserted in substitution thereof:

> "15. **Sanctions and Export Restrictions.** Without limiting the generality of Your obligations to comply with all Applicable Laws, You specifically agree to comply, and will cause Your employees and agents to comply, with the requirements of all applicable foreign exchange laws and regulations, including those related to export and import of goods and services. In addition to the rights of the Citibank as provided in account opening documents, Citibank Brazil may reject any Transaction requested by You when the originators and/or beneficiaries of such Transaction are included in the (i) Brazilian Central Bank sanctions list, (ii) United Nations sanctions list or (iii) Specially Designated Nationals (SDN), Specially Designated Terrorist (SDT), Specially Designated Narcotics Traffickers

(SDNT), of the U.S. Department of the Treasury - Office of Foreign Assets Control (OFAC) sanctions, or any other sanctions list issued by any entity (governmental or non-governmental)."

12. The Section 17 shall be amended as follows:

    "17. Term and Termination. This Agreement shall take effect on the date You accept it and shall continue in effect until terminated in accordance with this section. Either Party may terminate this Agreement in its sole discretion upon thirty (30) day's prior written notice to the other Party. If any party materially breaches any provision of this Agreement, the non-breaching party may terminate the Agreement by written notice to the other party, which notice shall be effective the next business day following receipt. Citibank may terminate this Agreement immediately upon written notice to You at any time if: (a) You fail to pay when due any amount due in relation to a Transaction, (b) You commence or have commenced against you any action for the appointment of a trustee, receiver, or administrator to or for Your liquidation, winding up, or dissolution, or for the reorganization, composition, or arrangement of Your debts; or (c) if You apply for preventive arrangement with creditors ("recuperação judicial" or "recuperação extrajudicial"), as defined, in both cases, the Law n◦. 11,101, of February 09, 2005 or if You or a third party requires bankruptcy, liquidation or insolvency of it or similar type of insolvency is applied to it and it does not present in due time a preventive deposit to avoid bankruptcy declaration or judicial decision declaring suspension of such insolvency regime."

13. Section 16. Miscellaneous to be added with section (g) as follows:

    (g) The Bank Account Terms and Conditions of Citibank Brazil and/or other applicable general terms of Transactions enforced by Citibank Brazil shall operate as an integral part of the Agreement in part not contradicting to the Agreement."

14. You represent and warrant to Citibank, and the representations shall be deemed to be repeated by You and each of Your Authorized Users on and as of each date on which a Transaction is entered into, that (i) the FX Transaction is not a simulative one and that it will not utilize the documentation that underlies an exchange transaction to the contracting of another exchange transaction, both with Citibank Brazil or any other financial institution, therefore existing no duplicity, (ii) the legality of each FX Transaction and the related acts or underlying transaction, economic ground and legitimacy of the parties involved, including the source of the funds entered or sent, based on the documentation provided to Citibank Brazil, as provided above, (iii) that You are fully and unrestrictedly responsible for the legality, legitimacy and authenticity of the documentation and the information provided to Citibank Brazil, which is hereby exempt of any responsibility regarding those aspects; and (iv) a CDB investment Instruction shall only be executed if there is available funds in Your current account held with Citibank on the date of the Instruction.

COUNTRIES OF THE EUROPEAN ECONOMIC AREA, THE UNITED KINGDOM AND SWITZERLAND, EXCEPT FRANCE AND PORTUGAL (UNLESS SPECIFIED HEREIN OTHERWISE):

Unless otherwise agreed, your counterparty to this Agreement is Citibank, N.A. London Branch, and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank, N.A. London Branch. All Transactions You enter into over the System will be governed by Citi's Terms of Business for Professional Clients and Eligible Counterparties (available at http://icg.citi.com/icg/global_markets/uk_terms.jsp, or such other website and/or webpage as is notified to You) or (available at http://icg.citi.com/icg/global_markets/EEA_terms.jsp, or such other website and/or webpage as is notified to You), as applicable.

BULGARIA:

1. Your counterparty to this Agreement is Citibank Europe Plc, registration number 132781, having its registered office at 1 North Wall Quay, Dublin 1, Ireland., through its Citibank Europe Plc, Bulgaria Branch, registered at the Commercial Register under UIC No 202861597, having its registered office at 48 Sitnyakovo Blvd., Serdika Offices, 10th Floor, Oborishte district, 1505 Sofia and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank Europe plc, conducting its business activity in Bulgaria through Citibank Europe plc, Bulgaria Branch.

2. For purposes of this Agreement, You are solely transacting through the CitiFX Pulse product.

3. Notwithstanding any other terms of this Agreement and in accordance with Applicable Law, (a) you may not contract with Citibank under this Agreement as an agent and references to You shall mean only Your Firm; (b) Bullion transactions and Appendix 1 (Customer Particulars) to the CitiFX Pulse Registration Form are not permitted for Bulgaria.

4. All Transactions You enter into using the System will be governed by General Terms and Conditions Applicable to Contracts with Clients for Investment Services and Activities available at http://www.citibank.com/bulgaria/corporate/english/citiservice/tarifs.htm.

5. You represent and warrant to Citibank, and the representations shall be deemed to be repeated by You and each of Your Authorized Users on and as of each date on which a Transaction is entered into, that the Transaction is not a simulative one.

6. Section 5 of the Agreement (Country Notices) is amended by inserting the following text at the end thereof:

   "Where terms of this Agreement for Bulgaria jurisdiction are amended or changed, Citibank will notify Your Firm of or publish any change or amendment to the Agreement prior to the date of the change or amendment is to take effect and, where applicable, inform Your Firm of the change or amendment in an appropriate manner. Your Firm shall be deemed to have accepted the proposed change or amendment to the Agreement if Citibank informs Your Firm about the proposed change or amendment and Your Firm fails to reject the change or amendment by a written notice delivered to Citibank no later than on the business day prior to the date the change or amendment is to take effect; If Your Firm rejects the proposed change or amendment, Your Firm has the right to terminate the Agreement with respect to services provided through the System in Bulgaria before the date the change or amendment is to take effect, effective immediately and free of charge. This notice of termination, containing also Your Firm's refusal of proposed changes or amendment has to be delivered to Citibank before the date the change or amendment is to take effect. If Your Firm rejects the change or amendment but has omitted to terminate the contractual relationship under the Agreement with respect to services provided through the System in Bulgaria pursuant to the preceding sentence, Citibank shall have the right to send termination notice to Your Firm which shall have immediate effect. All notifications from Your Firm under this Section 5 should be executed by the statutory representatives of Your Firm so that they have effect to Citibank."

7. Section 18 of the Agreement shall be amended in its entirety as follows:

   "The Agreement (including any non-contractual liabilities and obligations arising out of or in connection with the Agreement) is governed by and shall be construed in accordance with the laws of Bulgaria. In case of any legal dispute between Citibank and You arising out of or in connection with this Agreement and all attachments and amendments hereto shall be resolved through negotiations. In case within a 7-working day period an agreement has not been reached, it is agreed and understood by the parties, that any disputes arising from this Agreement or concerning its interpretation, validity, non-performance or termination, shall be subjected to the jurisdiction of the Bulgarian courts in Sofia."

8. Save for eligible counterparties, Your Firm acknowledges that for the purposes of execution of the Transactions it is obliged to have bank accounts established with Citibank in relevant currencies of the Transactions (hereinafter as the "**Accounts**").

9. Unless otherwise agreed, Your Firm hereby authorizes Citibank to debit and credit, as applicable, the Accounts in order to settle the Transactions executed by Your Firm. If Your Firm has more Accounts maintained in certain currency, You shall be obliged to notify Citibank on particular Account for the purposes of due settlement of the Transactions. You agree to maintain sufficient funds on the date of settlement of given Transaction in the relevant Accounts. Where funds in the relevant Accounts are not sufficient for fulfilment of the settlement Citibank shall be entitled, upon its own discretion: (i) to settle the payment liability of Your Firm arising from one or more Transactions by using positive balance on any Account maintained by Citibank regardless of the currency of such Account or (ii) to cancel the Transaction or Transactions with immediate effect and set off all the costs incurred by Citibank in relation to the cancelled Transaction or Transactions against the balance on the relevant Account(s) regardless of the currency of such account.

10. With respect to the provision of investment and ancillary services as per the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and the transposing Bulgarian legislation ("MiFID II") by signing this Agreement Your Firm hereby provide your express consent to the following:
    (a) to the best execution policy, published on Citibank Europe plc, Bulgaria Branch official website (at http://www.citibank.com/bulgaria/homepage/);
    (b) execution of Your orders outside a trading venue (over the counter);
    (c) the provision of information from Citibank to you via email, PDF document or by any other durable medium that is not paper, to the e-mail addresses as specified in the CitiFX Pulse Registration Form;
    (d) that Citibank may provide you information not personally addressed to you via the following website http://www.citibank.com/bulgaria/homepage/, including the relevant information that is required to be provided prior to providing investment and ancillary services.

11. The CitiFX Pulse Registration Form shall be executed by the statutory representatives of Your Firm as per the commercial registration of Your Firm in the respective Trade Registry. The statutory representatives should provide a copy of their ID/passport with the following certification on it “true with the original”, followed by signature and date. The statutory representatives further undertake to duly inform Citibank in case of change of their ID/passport and to provide copy of their new ID/passport with the following certification on it “true with the original” followed by signature and date. Your Firm shall ensure that each Authorized User provides copy of their ID/passport and in case of change such Authorized User shall duly provide Citibank with a copy of their new ID/passport.

12. Your Firm hereby acknowledges that Citibank will process Your personal data as set forth in the relevant Markets and Securities Privacy Statement accessible at http://www.citibank.com/bulgaria/corporate/english/citiservice/tarifs.html (or such other URL or statement as Citibank may notify to Your Firm from time to time.

CZECH REPUBLIC:

1. Your counterparty to this Agreement is Citibank Europe plc, conducting its business activity in the Czech Republic through Citibank Europe plc, organizační složka, registered seat at Prague 5, Stodůlky, Bucharova 2641/14, ZIP Code 158 02, Reg. No. 28198131, registered in the Commercial Register with the Municipal Court in Prague, File Number A 59288 and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank Europe plc, conducting its business activity in the Czech Republic through Citibank Europe plc, organizační složka. All Transactions You enter into using the System will be governed by General Business Conditions for Legal Entities and Enterpreneuring Individuals of Citibank Europe plc, organizační složka (available at www.citibank.cz).

2. For purposes of this Agreement, You are solely transacting through the CitiFX Pulse product.

3. You acknowledge and agree that information posted on the System and the System Content do not constitute investment or marketing advice and cannot replace specific investment or marketing advice. You understand that Citibank is not authorised to give investment or marketing advice on the on the System and the System Content. You further acknowledge and agree that Citibank may from time to time, make suggestions or provide information relating to products or system enhancements that may be provided via the System which it believes may be of interest to you. You request that such suggestions or information is provided and acknowledge that provision of this information will not constitute investment or marketing advice.

4. Without prejudice to Section 12, Section 13 of the Agreement and each party’s rights to disclose information relating to the other party whether under applicable law or otherwise, each party to this Agreement hereby consents to the communication and disclosure by the other party of any information (including but not limited to Confidential Information) in respect of or relating to it, this Agreement, the Transactions and the Confirmation, (i) to and between that other party’s head or home office, branches, subsidiaries, representative offices, affiliates and agents of each party and third parties selected by any of the aforesaid recipient of information, wherever situated, for confidential use (including in connection with the provision of any service and for data processing, statistical and risk analysis purposes); and (ii) to any person to (or through) whom such party transfers or assigns (or may potentially transfer or assign) all or any of its rights, benefits and obligations hereunder, or with (or through) whom such party enters into (or may potentially enter into) any sub-participation or the like in relation to, or any other transaction under which payments are to be made or received by reference to, this Agreement, any Transaction or any Confirmation. Each party and any aforesaid recipient of information may transfer and disclose any such information as required by or in furtherance of any obligations (contractual or otherwise) under or in connection to any law, court, regulator, legal process, stock exchange, clearing house or self-regulatory bodies. This provision is not, and shall not be deemed to constitute, an express or implied agreement by either party with the other party for a higher degree of confidentiality than that prescribed in any applicable law or regulation. Further, this provision shall be in addition to, and not in substitution for, any other provision agreed to between the parties (whether before or after the date hereof) which gives broader rights of disclosure to either party than contained herein. You further agree that Citibank, Citibank’s head or home office, branches, subsidiaries, representative offices and affiliates, may transfer and disclose any information relating to you which any of them may obtain in connection with any transactions or dealings with you (whether or not obtained in connection to and/or related to this Agreement or Transaction(s)) in the manner of and subject to this provision.

5. Section 5 of the Agreement (Country Notices) is amended by inserting the following text at the end thereof:

"Where terms of this Agreement for Czech Republic jurisdiction are amended or changed, Citibank will notify Your Firm of or publish any change or amendment to the Agreement no later than 1 month prior to the date the change or amendment is to take effect and, where applicable, inform Your Firm of the change or amendment in an appropriate manner within the same time limit. Your Firm shall be deemed to have accepted the proposed change or amendment to the Agreement if

(i) Your Firm fails to reject the change or amendment by a written notice delivered to Citibank no later than on the business day prior to the date the change or amendment is to take effect;

(ii) Citibank informs Your Firm of this consequence in the proposed change or amendment; and

(iii) Citibank informs Your Firm in the proposed change or amendment of Your Firm's right to terminate the Agreement with respect to services provided through the System in the Czech Republic if Your Firm disagrees with the proposed change or amendment. If Your Firm rejects the proposed change or amendment, Your Firm has the right to terminate the Agreement with respect to services provided through the System in the Czech Republic before the date the change or amendment is to take effect, effective immediately and free of charge. This notice of termination, containing also the Your Firm's refusal of proposed changes or amendment has to be delivered to Citibank before the date the change or amendment is to take effect.

Citibank may join the proposed change or amendment of the Agreement with respect to services provided through the System in the Czech Republic with its termination notice of the Agreement for the case that Your Firm rejects the change or amendment but does not terminate the contractual relationship under the Agreement with respect to services provided through the System in the Czech Republic. The termination period of such termination notice shall lapse on the day preceding the date on which the proposed change or amendment is to take effect.

6. Section 18 of the Agreement shall be amended in its entirety as follows (except to the extent that Your Firm and Citibank Europe plc, organizační složka have agreed otherwise):

   "The Agreement (including any non-contractual liabilities and obligations arising out of or in connections with the Agreement) is governed by and shall be construed in accordance with the laws of the Czech Republic, whereas the relations, rights and obligations not stipulated in this Agreement shall be governed by relevant provisions of the Czech Act No. 89/2012 Coll., the Civil Code, as amended."

HUNGARY:

If you are located in Hungary then:

1. Your counterparty to this Agreement is Citibank Europe Plc. Hungarian Branch Office and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank Europe Plc. Hungarian Branch Office.
2. References to "You" in the Agreement shall mean you acting solely and exclusively in your capacity as agent of Your Firm and you shall not have any personal liability to Citibank under the Agreement. Nothing in this Agreement shall be construed as establishing a contractual relationship between you as an individual and Citibank where you are acting solely and exclusively in your capacity as agent of Your Firm and Citibank.

3. Section 18 shall be deleted in its entirety and the following paragraph shall be inserted in substitution thereof:

   "This Agreement and any non-contractual obligations arising out of or in connection with it, are governed by, and shall be construed in accordance with the governing law terms as set out in the applicable ISDA or other master agreement governing Transactions of the type You engage in using the System. The parties agree that the jurisdiction provisions set out in the applicable ISDA or other master agreement governing shall apply to this Agreement."

4. Each Authorized User, acting on behalf of your Firm registered in Hungary, shall be required to be duly authorised by Your Firm, registered in Hungary, by a person listed in your Company Register.

5. Section 16(f) shall be deleted in its entirety and the following paragraph shall be inserted in substitution thereof:

   "(f) You may not amend or vary the terms of this Agreement unless agreed with Citibank in writing and signed by an authorized representative of each of the parties. Citibank may, upon 15 day notice period, unilaterally modify terms and conditions of this Agreement under the following circumstances:

a. Change in the legal or regulatory environment in Hungary including, but not limited to, any Government Requirement as defined herein;
b. Change in the market conditions or economic environment in Hungary, including, but not limited to (i) increase in Hungarian country risk; and (ii) changes to the fund-raising and refinancing costs of Citibank; or
c. Change to the conditions of banking operations, including, but not limited to (i) increase in the operating costs of Citibank, arising for reasons beyond the control of Citibank and directly related to the provision of the service concerned; (ii) introduction by Citibank of a new service, modification, expansion or development of an existing service, or the withdrawal, suspension or termination of a service; and (iii) increase of the fees for, or costs of, services provided at a price lower than the costs of the service concerned for business policy or other reasons to operating cost level;

For the purpose of the foregoing, "Government Requirement" means any applicable law or regulation, any requirement or decree of a legal, governmental, regulatory or similar authority, or an agreement entered into by Citibank and any governmental authority or between two or more governmental authorities (such law, regulation or authority may be domestic or foreign).

ISRAEL:

1. For purposes of this Agreement, You are solely transacting through the CitiFX Pulse product.

2. Your counterparty to this Agreement is Citibank, N.A. Israel branch and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank, N.A. Israel branch.

3. You acknowledge and agree that information posted on the System and the System Content do not constitute investment or marketing advice and cannot replace specific investment or marketing advice. You understand that Citibank is not authorised to give investment or marketing advice on the on the System and the System Content under Israeli law, and that the information is not provided by Israeli licensed persons. You further acknowledge and agree that Citibank may from time to time, make suggestions or provide information relating to products or system enhancements that may be provided via the System which it believes may be of interest to you. You request that such suggestions or information is provided and acknowledge that provision of this information will not constitute investment or marketing advice.

4. Unless otherwise agreed separately, for CitiFX® Pulse, Your counterparty to this Agreement is Citibank, N.A. acting through its Israel branch, 21 HaArba'a Street Tel Aviv, Israel. Telephone +972 3 684 2525, Fax +972 3 684 2444.

ROMANIA:

1. Your counterparty to this Agreement is Citibank Europe plc, Dublin – Romania Branch, and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank Europe plc, Dublin – Romania Branch.

2. You agree and accept all the provisions of the Agreement, and any ancillary documentation thereto, regarding the limitation of liability, unilateral termination, suspension of the performance of obligations, loss of right or term, limitation of right to challenge, limitation of contractual freedom, silent renewal, governing law and choice of jurisdiction, including but not limited to sections 10, 11 and 18 of the Agreement, and your authorized representative(s) signature(s) on the CitiFX Pulse registration form evidences this written acceptance for the purpose of article 1203 of the Romanian Civil Code.

SLOVAKIA:

1. Unless otherwise agreed it shall be deemed that if prior to this Agreement the Parties (as is this term defined below) executed any other agreement with identical or similar scope (hereinafter as the "**Prior Agreement**") then, by execution of this Agreement, the Prior Agreement is cancelled and replaced by this Agreement, whereby the validity of the Transactions (in the meaning given to it in the Prior agreement) confirmed and/or executed between the Parties (as is this term defined below) via the System (in the meaning given to it in the Prior agreement) under the Prior Agreement is not affected and such Transactions are deemed to be concluded under and in accordance with this Agreement.

2. Your counterparty to this Agreement is Citibank Europe plc, conducting its business activity in Slovakia through Citibank Europe plc, pobočka zahraničnej banky, Slovak Republic and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank Europe plc, conducting its business activity in Slovakia through Citibank Europe plc, pobočka zahraničnej banky. All Transactions You enter into over the System will be governed by General Terms and Conditions of Citibank Europe plc, pobočka zahraničnej banky (available at www.citibank.sk).

3. For purposes of this Agreement, You are solely transacting through the CitiFX Pulse product.

4. You acknowledge and agree that information posted on the System and the System Content do not constitute investment or marketing advice and cannot replace specific investment or marketing advice. You understand that Citibank is not authorized to give investment or marketing advice on the on the System and the System Content. You further acknowledge and agree that Citibank may from time to time, make suggestions or provide information relating to products or system enhancements that may be provided via the System which it believes may be of interest to you. You request that such suggestions or information is provided and acknowledge that provision of this information will not constitute investment or marketing advice.

5. Without prejudice to Section 12, Section 13 of the Agreement and each party's rights to disclose information relating to the other party whether under common law or statutory law or otherwise, each party to this Agreement hereby consents to the communication and disclosure by the other party of any information (including but not limited to Confidential Information) in respect of or relating to it, this Agreement, the Transactions and the Confirmation, (i) to and between that other party's head or home office, branches, subsidiaries, representative offices, affiliates and agents of each party and third parties selected by any of the aforesaid recipient of information, wherever situated, for confidential use (including in connection with the provision of any service and for data processing, statistical and risk analysis purposes); and (ii) to any person to (or through) whom such party transfers or assigns (or may potentially transfer or assign) all or any of its rights, benefits and obligations hereunder, or with (or through) whom such party enters into (or may potentially enter into) any sub-participation or the like in relation to, or any other transaction under which payments are to be made or received by reference to, this Agreement, any Transaction or any Confirmation. Each party and any aforesaid recipient of information may transfer and disclose any such information as required by or in furtherance of any obligations (contractual or otherwise) under or in connection to any law, court, regulator, legal process, stock exchange, clearing house or self-regulatory bodies. This provision is not, and shall not be deemed to constitute, an express or implied agreement by either party with the other party for a higher degree of confidentiality than that prescribed in any applicable law or regulation. Further, this provision shall be in addition to, and not in substitution for, any other provision agreed to between the parties (whether before or after the date hereof) which gives broader rights of disclosure to either party than contained herein. You further agree that Citibank, Citibank's head or home office, branches, subsidiaries, representative offices and affiliates, may transfer and disclose any information relating to you which any of them may obtain in connection with any transactions or dealings with you (whether or not obtained in connection to and/or related to this Agreement or Transaction(s)) in the manner of and subject to this provision.

6. Section 18 of the Agreement shall be amended in its entirety as follows (except to the extent that Your Firm and Citibank Europe plc, pobočka zahraničnej banky have agreed otherwise):

> "18. The Agreement (including any non-contractual liabilities and obligations arising out of or in connections with the Agreement) is governed by and shall be construed in accordance with the laws of the Slovak Republic, whereas the relations, rights and obligations not stipulated in this Agreement shall be governed especially by relevant provisions of the Slovak Commercial Code."

LUXEMBOURG:

If Your Firm is organized under the laws of Luxembourg, then references to "you" in the Agreement shall mean you acting solely and exclusively in your capacity as agent of Your Firm and you shall not have any personal liability to Citibank under the Agreement.

BAHRAIN:

For the purposes of any account(s) or other contractual relationships with Citibank N.A. Bahrain Branch, "Applicable Law" includes the law or regulation of the Kingdom of Bahrain and the United States of America, or any agreement entered into with or between government agencies and regulatory authorities. References to governmental agencies and regulatory authorities include the Central Bank of Bahrain, the United States Internal Revenue Service (IRS), the United States Office of Foreign Assets Control (OFAC) and the United States Department of Treasury.

LEBANON:

For the purposes of any account(s) or other contractual relationships with Citibank N.A, Lebanon Branch, the taxes which may be deducted or withheld by Citibank pursuant to Section 7 include taxes imposed in the specific and limited circumstances under the United States Internal Revenue Code of 1986 or any associated regulations or other official guidance ("Code").

Citibank, N.A Lebanon Branch is a branch of a banking corporation organized and existing under the laws of the United States and, as such, is subject to Lebanese laws and notably to the Banking Secrecy Law of September 3, 1956, and/or state laws of the United States which do not contradict the imperative provisions of the Lebanese laws. You hereby understand and accept that the national and state laws and regulations of the United States might be applicable to You as long as they do not contravene the imperative provisions of the Lebanese Law on Banking Secrecy and such other imperative Lebanese Laws. Consequently, if You are a U.S. Person (United States Person, entity company or institution), as defined by the Code, at the date of initiating the banking relationship with Citibank, or if afterwards You become a U.S. Person, or are identified by Citibank as a U.S. Person, as of the date of initiating the banking relation with Citibank, You irrevocably release Citibank from any and all losses, claims and liabilities resulting from Citibank's complying with such laws and regulations concerning You and the Transactions You effect using the System, and in particular you lift the banking secrecy obligation concerning such Transactions under the Lebanese Banking Secrecy Law (i) in relation to Citibank's compliance with the Code and providing Your information to local or international authorities, including the United States Internal Revenue Service, and (ii) for the purpose of the disclosures referred to in Section 12(b) above.

QATAR:

For the System provided to You in or into Qatar, the Agreement will be amended as follows:

Capitalised terms used but not defined in this Qatar Country Annex have the meanings set out in the Agreement.

1. Section 4(a) (*Use of the System*) the term "Applicable Law" shall include the laws of the State of Qatar as amended from time to time, regulations issued by the Qatar Central Bank, the Qatar Financial Markets Authority, the Qatar Stock Exchange and the laws and regulations of the Qatar Financial Centre and the Qatar Financial Centre Regulatory Authority as amended from time to time.

2. Section 4(a)(ii) (*Use of the System*) shall be replaced with the following:

   "You will not use the System or any feature of the System to post or transmit inappropriate information, including without limitation any information that may be deemed illegal, defamatory, obscene, libellous, harassing, fraudulent, or slanderous, or post or transmit any information, software, or other material that is an invasion of privacy or publicity rights, or which is in breach of any copyright, trademark, service mark, or other proprietary right;"

3. Section 6(d) (*Instructions and Transactions*) shall be deleted and replaced with the following:

   "(d) Citibank, N.A. (or its affiliated entities) is not acting as a fiduciary or advisor for Your Firm in respect of any Transaction; You will make all trading decisions solely on the basis of Your own judgment (and upon advice from such advisers as You have deemed necessary to appoint) as to whether any Transaction is appropriate or proper and based on an independent evaluation of relevant factors, including the economic features of the financial instrument involved, the complexity of the financial instrument, and the associated market, credit and currency risks; Your Firm is not relying on any communication (written or oral) of Citibank, N.A. or its affiliated entities, as investment advice or as a recommendation to enter into any Transaction, it being understood that information and explanations related to the terms of any Transaction shall not be considered investment advice or a recommendation to enter into the Transaction; Your Firm has not received from Citibank, N.A. or its affiliated entities, any assurance or guarantee as to the expected results of any Transaction; You expressly undertake that You will not use the System for any purpose which is contrary to law or regulation including but not limited to the applicable rules, regulations and laws issued by the Qatar Central Bank, the Qatar Financial Markets Authority, the Qatar Stock Exchange, the Qatar Financial Centre and the Qatar Financial Centre Regulatory Authority in any manner which could: (i) have the effect of manipulating or distorting a market; (ii) cause a false or misleading impression in relation to the price, volume or level of supply or demand for products or any underlying instruments or related financial instruments; (iii) have no commercial purpose (a.k.a. "wash trades"); (iv) assist a misuse of information; (v) prejudice access to a trading or clearing system; or (vi) in Citi's opinion abuse or take an unfair advantage of the nature or characteristics of the System or a market;"

4. Section 6(g) (*Instructions and Transactions*) shall be deleted and replaced with the following:

"(g) When Citibank executes a Transaction with you, Citibank may be required under Applicable Law to, or may in response to an order, directive or request regarding reporting and/or retention of Transaction or similar information issued by any government authority and regulatory authorities or any other regulatory body, or agency, including without limitation the Qatar Central Bank, Qatar Financial Markets Authority, Qatar Stock Exchange, Qatar Financial Centre or Qatar Financial Centre Regulatory Authority, make information regarding the Transaction and its execution (which may include information about you) public or available or to report such information to the abovementioned regulatory authorities or any other competent prosecuting, tax or governmental authorities in any jurisdiction, domestic or foreign and/or other person;

5. Reference to "European Economic Area" in section 13(b) shall mean the "State of Qatar (including the Qatar Financial Centre)".

6. Section 13(d) (*Data Protection Notices*) shall be amended and replaced with the following:

"If any personal data (including sensitive personal data) belonging to You or Your Firm's employees or other individuals, is provided to Citibank by or through You, You represent and warrant that such persons are aware of and explicitly consent to the use of such personal data, as set forth in the paragraphs above and below, and waive any requirements for obtaining any additional consents or permits under the Applicable Law to process such sensitive personal data; You agree to defend and indemnify Citibank and its affiliates against any loss or damage either may incur arising out of a breach by You of this representation and warranty; and"

UNITED ARAB EMIRATES:

For the System provided to You in or into the United Arab Emirates (UAE), the Agreement will be amended as follows:

Capitalised terms used but not defined in this UAE Country Annex have the meanings set out in the Agreement.

1. Section 4(a) (*Use of the System*) the term "Applicable Law" shall include the laws of the United Arab Emirates and regulations issued by the UAE Central Bank and the Securities Commodities Authority as amended from time to time.

2. Section 6(d) (*Instructions and Transactions*) shall be deleted and replaced with the following:

"(d) Citibank, N.A. (or its affiliated entities) is not acting as a fiduciary or advisor for Your Firm in respect of any Transaction; You will make all trading decisions solely on the basis of Your own judgment (and upon advice from such advisers as You have deemed necessary to appoint) as to whether any Transaction is appropriate or proper and based on an independent evaluation of relevant factors, including the economic features of the financial instrument involved, the complexity of the financial instrument, and the associated market, credit and currency risks; Your Firm is not relying on any communication (written or oral) of Citibank, N.A. or its affiliated entities, as investment advice or as a recommendation to enter into any Transaction, it being understood that information and explanations related to the terms of any Transaction shall not be considered investment advice or a recommendation to enter into the Transaction; Your Firm has not received from Citibank, N.A. or its affiliated entities, any assurance or guarantee as to the expected results of any Transaction; You expressly undertake that You will not use the System for any purpose which is contrary to law or regulation including but not limited to the applicable rules, regulations and laws issued by the UAE Central Bank and the Securities Commodities Authority in any manner which could: (i) have the effect of manipulating or distorting a market; (ii) cause a false or misleading impression in relation to the price, volume or level of supply or demand for products or any underlying instruments or related financial instruments; (iii) have no commercial purpose (a.k.a. "wash trades"); (iv) assist a misuse of information; (v) prejudice access to a trading or clearing system; or (vi) in Citi's opinion abuse or take an unfair advantage of the nature or characteristics of the System or a market;"

3. Section 6(g) (*Instructions and Transactions*) shall be deleted and replaced with the following:

"When Citibank executes a Transaction with you, Citibank may be required under Applicable Law to, or may in response to an order, directive or request regarding reporting and/or retention of Transaction or similar information issued by any government authority and regulatory authorities or any other regulatory body, or agency, including without limitation the the UAE Central Bank and the Securities Commodities Authority, make information regarding the Transaction and its execution (which may include information about you) public or available or to report such information to the abovementioned regulatory authorities or any other competent prosecuting, tax or governmental authorities in any jurisdiction, domestic or foreign and/or other person;

4. Reference to "European Economic Area" in section 13(b) shall mean the "United Arab Emirates".

SOUTH AFRICA:

1. For purposes of this Agreement if You are transacting through the CitiFX Pulse product:
   (1) Your counterparty is Citibank N.A South Africa Branch, notwithstanding the provisions of section 18, this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, unless otherwise agreed to by the parties. The parties thereby submit to the non- exclusive jurisdiction of the South Gauteng High Court, Johannesburg (or its successor).

   (2) Section 6 of this Agreement shall be amended by the addition of following words immediately after the first sentence of Section 6:

   "We may act on, and you shall be bound by, any Instruction which we reasonably believe in good faith to be from You and we shall be under no duty to verify such Instruction. We shall be entitled to rely on such Instruction even if you have sent us a list of authorised persons and the Instruction is received from a person who has not been specifically named therein. With respect to each authorised person of whom we have been specifically notified, until we receive written notice to the contrary and have accepted such notice, we are entitled to assume that such person has and continues to have full and unrestricted power to give us Instructions on behalf of Your Firm. Notwithstanding the foregoing, you shall provide any evidence that we may require of the authority of any person to act on your behalf."

   (3) Section 6(e) of this Agreement shall be amended as follows, except to the extent that Your Firm and the relevant Citibank entity have agreed otherwise as to specific transactions or products:

   "(e) If Your Firm and the specific Citibank NA branch or Citibank affiliate that Your Firm is transacting with, have not entered into any ISDA or other master agreement governing Transactions of the type You engage in using the System, the Transactions and corresponding Confirmations with that Citibank branch or affiliate shall supplement, form a part of, and be subject to, a single agreement ("Single Agreement") in the form of the ISDA 2002 Master Agreement as published by ISDA (the "ISDA Form") as if, on the trade date of the first Transaction between Your Firm and such Citibank branch or affiliate, Your Firm and the relevant Citibank branch or affiliate, as the case may be, had executed a separate Single Agreement in the ISDA Form (but without any Schedule except (i) for the election of South African Law as the governing law; (ii) the submission to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg in connection with all matters relating to such Single Agreement, the Transactions, Confirmations and any other non-contractual obligations arising out of or in connection with such Single Agreement, the Transactions, Confirmations; and Your Firm waive any objection to the laying of venue in, and any claim of inconvenient forum with respect to these courts and Section 13(b) of the ISDA Form shall be deemed to have been amended accordingly; and Your Firm also irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to the Single Agreement, the Transactions and Confirmations; (iii) the specification of ZAR as the Termination Currency and the application of Credit Event Upon Merger); (iv) If Your Firm is incorporated in South Africa You hereby confirm that You will at all times abide by and comply with the South African Exchange Control Regulations, Orders and Rules 1961 (as amended) issued in terms of the Currency and Exchanges Act, 1933 (as amended) and by any rulings made in terms thereof as they exist from time to time."

2. In the event that You are transacting through the Citi Velocity product Section 6 (f) shall be amended to include the following wording:

"(iv) You hereby confirm that You will at all times abide by and comply with the South African Exchange

Control Regulations, Orders and Rules 1961 (as amended) issued in terms of the Currency and Exchanges Act, 1933 (as amended) and with any Authorised Dealer Manual (the "Currency and Exchanges Manual for Authorised Dealers") made in terms thereof in force from time to time and warrants that the required approvals (if any) have been obtained. Further, the Customer expressly agrees, in cases where the forward exchange contract's maturity date exceeds 6 months from booking date, to provide Citi within 14 days from entering into any forward exchange contract, with documentation evidencing a firm and future ascertainable foreign commitment or accrual, and by not later than the relevant payment cut-off times at the end of the business day immediately following the maturity date of a forward exchange contract for outward payment, with (i) supporting documentation in respect of outward payments as required by the Authorised Dealer Manual; (ii) detailed settlement instructions informing Citi, in writing of the legal entity and bank account details to which the proceeds of the foreign exchange contract must be paid; and (iii) a duly executed Citi approved dealing mandate. The Customer acknowledges and agrees (a) that the Customer has been appraised Citi's obligations as an Authorised Dealer, that in instances where the Customer fails to provide Citi with all of the aforementioned documents within the stipulated timeframe, Citi shall purchase any outstanding amount from the Customer at the then prevailing market rate; and (b) that the Customer will be paid any profit accrued on the outstanding amount and be liable for any losses incurred by Citi (which shall include inter alia, any settlement losses as well as Citi's cost of funding) based on the exchange rate for ready sale, or purchase, as the case may be, of the contract amount prevailing on the date of the maturity of the contract.

By confirming a Foreign Exchange Transaction, the Customer shall be deemed to warrant that the transaction covers either a firm, underlying foreign currency commitment or a firm and ascertainable foreign currency accrual in terms of section D.1 of the Authorised Dealer Manual. The Customer shall further be deemed to warrant that the underlying foreign currency commitment or accrual is not already covered forward, that it has not already applied for forward cover in respect of such underlying foreign currency commitment or accrual, and that documentary evidence relating to such underlying commitment or accrual is held by it. The Customer is aware that it is required to retain the documentary evidence of the purchase or sale of foreign exchange and keep same available for inspection for a period of five years."

3. Section 13(b) is amended by the deletion of the words in the first set of brackets and their substitution with the following words – "(including to foreign jurisdictions which do not have data privacy laws that offer an adequate level of protection to the personal data and you freely consent to the transfer of the personal data to such foreign jurisdictions)…"

4. Section 13 is amended by the addition, after sub-section 13(d), of a new sub-section 13(e):
"(e) The parties acknowledge that for purposes of this Section 13 "personal data" may include (but is not limited to) names, contact details, identification and verification information, nationality and residency information, taxpayer identification numbers, bank account and transactional information (where legally permissible). Subject to applicable data protection law, a data subject has the right to access and rectify its personal data and to object to the processing of the personal data. A data subject may lodge a complaint to the relevant data protection regulator in accordance with applicable data protection law. The contact details of the relevant data protection regulator (once established) are/will be available from the offices of Citibank.

TANZANIA:

1. Your counterparty to this Agreement is Citibank Tanzania Limited of P. O. Box 71625, Dar Es Salaam, Tanzania and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank Tanzania Limited. Notwithstanding Section 18, this Agreement shall be governed by, and shall be construed in accordance with the laws of Tanzania and you irrevocably submit to the exclusive jurisdiction of the Commercial Division of the High Court of Tanzania.

2. Section 6 is amended by the addition, after sub-clause 6(h), of a new sub-section 6(i):

   "(i) You undertake to comply with the Foreign Exchange Act (CAP 217, Revised Edition 2002) as amended and supporting regulations and all other applicable laws, statutes, regulations, secondary legislation, and guidance notes in so far as they relate to or apply to the regulation of foreign exchange in Tanzania."

KENYA:

1. Your counterparty to the Agreement is Citibank N.A. Kenya of Post Office Box 30711-00100, Nairobi, Kenya and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank N.A. Kenya. Notwithstanding the provisions of section 18, this Agreement shall be governed by, and shall be construed in accordance with the laws of the Republic of Kenya. For our benefit, you irrevocably submit to the exclusive jurisdiction of the High Court of Kenya, which are to have

jurisdiction to settle any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of the Agreement.

2. Section 6 is amended by the addition, after sub-section 6(h), of a new subsection 6(i):
"(i) You undertake to comply with any conditions, requirements imposed on foreign exchange transactions in accordance with the Central Bank of Kenya Act, Chapter 491 of the Laws of Kenya, together with all regulations and guidelines issued thereunder, and any other applicable laws, statutes, regulations and guidelines in so far as they relate or apply to the regulation of foreign exchange in Kenya."

3. Section 7 is amended by the inclusion of the following words after "have occurred or are likely to occur":
"Any notice to change the Usage Fee shall be undertaken in accordance with the conditions set out in the Banking Act, Chapter 488 of the Laws of Kenya, the Central Bank Prudential Guidelines as issued by the Central Bank of Kenya from time to time and any other applicable laws, regulations and guidelines."

NIGERIA:

1. Your counterparty to the Agreement is Citibank Nigeria Limited and the System is made available and provided to You in Nigeria by Citibank Nigeria Limited, a bank incorporated under the laws of Nigeria. Therefore, all references to "Citibank" and/or to "Citibank N.A." within this Agreement shall be interpreted to refer to Citibank Nigeria Limited

2. Notwithstanding the provisions of section 18, this Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, unless otherwise agreed by the parties. The parties thereby submit to the non-exclusive jurisdiction of the Nigerian courts.

3. You agree and accept that you shall comply with all laws and regulations of Nigeria with respect to any Transaction which you enter into, including but not limited to (i) satisfying any regulatory requirements in relation to any Transaction; and (ii) providing any supporting documents and/or settlement instructions as Citibank Nigeria Limited may deem necessary within such time as may be determined by Citibank Nigeria Limited in its sole discretion. If You do not provide all supporting documents for the Transactions as required by Citibank Nigeria Limited, Citibank Nigeria Limited will be entitled to terminate the Transactions and you shall indemnify Citibank Nigeria Limited against all expense, loss, damage or liability that Citibank Nigeria Limited may incur in respect of the Transaction.

ZAMBIA:

1. Section 13(a)(ii) is deleted in its entirety and the following paragraph shall be inserted in substitution thereof:

   "(ii) Citibank may process any such personal data and transmit it (including to places outside of the Zambia which have data privacy standards which are not deemed adequate under Electronic Communications and Transactions Act) to any of its affiliates, agents, sub-contractors, or third parties (including third parties of the kinds identified in the following sub-paragraphs (i) to (v)) in connection with Your and/or Your Firm's use of and Citibank's operation of the System and Citibank's relationship with You and Your Firm, including without limitation for the purposes of: (i) meeting obligations to government agencies and regulatory authorities; (ii) complying with any Applicable Law, including without limitation tax, anti-money laundering laws and regulations; (iii) assigning or sub-contracting any part of the normal business functions of Citibank to third parties relating to the operation or usage of the System; (iv) monitoring services provided to You in relation to Your use of the System, whether such monitoring is conducted by Citibank, or a third party; and (v) communicating with credit reference and information agencies; and"

2. Section 15 is deleted in its entirety and the following paragraph shall be inserted in substitution thereof:
"15. **Sanctions and Export Restrictions.** Without limiting the generality of Your obligations to comply with all Applicable Laws, You specifically agree to comply, and will cause Your employees and agents to comply, with the requirements of all applicable export laws and regulations."

EGYPT:

1. If You are organized or incorporated under the laws of Egypt or a natural person residing in Egypt, You represent that you are and comply with all requirements to be categorized as a "qualified investor" as such term is defined in the Egyptian Financial Supervisory Authority's decree No. 31 of 2002.

2. Before using the System you must provide Citibank N.A Egypt with a certified copy of a board of a directors'

resolution approving this Agreement and the use of the System and authorizing a signatory(ies) to act on your behalf with respect to the System.

3. Prior to confirming any Transactions, You must provide Citibank N.A Egypt with a certified copy of a directors' resolution authorizing the entry into and performance of an ISDA Master Agreement or any other similar agreement as may be required by Citibank N.A Egypt.

4. Section 18 of the Agreement shall be deleted and, the parties agree that this Agreement shall be governed by and construed in accordance with, the laws of England and Wales. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration;

   (a) the arbitration will be:

      (i) in accordance with the Rules of the Cairo Regional Center for International Commercial Arbitration (Center);
      (ii) conducted in English;
      (iii) governed by Egyptian law;
      (iv) held in Cairo, Arab Republic of Egypt at the Center or any other place as agreed by the parties; and
      (v) conducted by 3 arbitrators, unless the parties otherwise agree;

   (b) Each Party will appoint one arbitrator and the 2 arbitrators so appointed will choose a presiding arbitrator.

   (c) If within 30 Days after the appointment of the second arbitrator, the 2 arbitrators have not agreed upon the choice of the presiding arbitrator, then the Center will appoint the presiding arbitrator in the same way as a sole arbitrator would be appointed under Article 6.3 of the UNCITRAL Arbitration Rules.

   (d) The presiding arbitrator must be independent from both Parties and in particular must not be an employee, former employee or agent of either Party.

   (e) A decision of a majority of the arbitrators under this clause is final and binding on the parties.

   (f) The arbitrate award rendered will be final and conclusive and enforcement of the arbitral award will be subject to the procedures set forth in Law 27 of 1994.

MOROCCO:

1. Your counterparty to this Agreement is Citibank Maghreb S.A. and you hereby further undertake the following:
   (i) to comply at all times during the execution of this Agreement with the law 53-05 relating to the electronic exchange of legal data and the law 09-08 relating to the protection of personal data (hereinafter, together, the "**Laws**"),
   (ii) not to bring any claim against Citibank on the basis of the Laws,
   (iii) not to engage in any speculative transactions within the meaning of the Moroccan foreign exchange regulation,
   (iv) not to bring any claim against Citibank based on an alleged violation of article 79 of the Moroccan Banking Law relating to banking secrecy, and more generally,
   (v) to comply at all times with the Moroccan foreign exchange regulation entitled "Instruction Générale des Opérations de Changes" dated 31 December 2013 as may be amended from time to time.

2. Notwithstanding any other indemnity provision under this Agreement, you hereby agree to indemnify Citibank, its employees and shareholders in relation to any costs, expenses, obligations, penalties, awards, judgments, sanctions, or claims arising directly out of a violation by You of this Moroccan Country Schedule.

TUNISIA:

1. Your counterparty to this Agreement is Citibank N.A. Tunis and you hereby further undertake the following:

   (i) to comply at all times during the execution of this Agreement with the law 2000-83 relating to the electronic exchange of legal data and the law 2004-63 relating to the protection of personal data (hereinafter, together, the "**Laws**"),

(ii) not to bring any claim against Citibank on the basis of the Laws,

(iii) not to engage in any speculative transactions within the meaning of the Tunisian foreign exchange regulation,

(iv) not to bring any claim against Citibank based on an alleged violation of article 79 of the Moroccan Banking Law relating to banking secrecy, and more generally,

2. Notwithstanding any other indemnity provision under this Agreement, you hereby agree to indemnify Citibank, its employees and shareholders in relation to any costs, expenses, obligations, penalties, awards, judgments, sanctions, or claims arising directly out of a violation by You of this Tunisia Country Annex.

KAZAKHSTAN:

1. Your counterparty to the Agreement is Citibank Kazakhstan JSC and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank Kazakhstan JSC. You and Citibank shall be jointly referred to herein as the "Parties" and singly as the "Party".

2. Within the context of the Agreement the System shall mean CitiFX® Pulse only, and the Transactions shall mean foreign exchange spot, forward, swaps and/or options transactions. Transactions shall be entered into under the terms of the Treasury Master Agreement governing the Transactions of the type You engage in using the System, or with respect to spot FX transactions only – based on the terms of the Bank Account Terms and Conditions of Citibank Kazakhstan JSC and/or other applicable general terms of FX operations enforced by Citibank Kazakhstan JSC.

3. Section 13(b) is amended by the deletion of the words in the first set of brackets and their substitution with the following words "(including to foreign jurisdictions which do not have data privacy laws that offer an adequate level of protection to the personal data and you freely consent to the transfer of the personal data to such foreign jurisdictions)…"

4. You agree and acknowledge that the provisions in relation to "Disclosure of Information" in this Country Annex shall also apply to any and all personal data in relation to You, directors, officers, employees, agents and consultants of Your Firm or Your Firm's affiliates that You, Your Firm's employees or agents may submit in connection with Your and/or Your Firm's use of the System.

5. You confirm that You will at all times abide by and comply with the requirements and any obligations you may have under the 2005 Kazakhstan Law on Currency Regulation and Currency Control (the "Currency Law") as amended and by any rulings made in terms thereof as they exist from time to time to notify the National Bank of Kazakhstan of the Transactions entered into under the Agreement or other applicable master agreement governing Transactions of the type You engage in using the System and that you will provide Citibank Kazakhstan JSC with the respective supporting documents as required under the Currency Law.

6. Section 16. Miscellaneous to be added with sections (g) and (h) as follows:

   "(g) For execution of the Agreement You shall sign CitiFX Pulse Registration Form and the Agreement shall be legal, valid and binding upon the Parties subject to Citibank's written acceptance of this form. Following Citibank's countersigning of CitiFX Pulse Registration Form the Agreement shall be deemed executed between the Parties in writing in English and Russian languages in two counterparts, each having equal legal force, with one copy for each Party. The Agreement can be translated into Kazakh language upon request of any of the Parties hereto. In case of any inconsistency or conflict between the versions as to the proper interpretation or construction hereof, the English version shall prevail.

   (h) The Bank Account Terms and Conditions of Citibank Kazakhstan JSC and/or other applicable general terms of FX operations enforced by Citibank Kazakhstan JSC shall operate as an integral part of the Agreement in part not contradicting to the Agreement."

7. Section 18 of the Agreement shall be deleted and replaced as follows:

   "**18. Governing Law and Jurisdiction**. The Agreement and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with the Kazakh Law. "Kazakh Law" shall mean the constitution, all laws, edicts, decrees, regulations, instructions, orders and other normative legal acts that are promulgated and have taken legal effect within the territory of the Republic of Kazakhstan and any other regulatory document issued by an authority having legislative, judicial or administrative power which has universal binding authority.
   The Parties shall undertake steps to resolve any disputes and conflicts between them arising from the Agreement or in connection herewith, including those concerning the performance, breach, termination, validity hereof and/or settlements hereunder, by way of negotiation conducted by persons authorised by the Parties.
   If the Parties are unable within a reasonable period of time to resolve a dispute or conflict between them by way of negotiation, the dispute shall be referred for settlement and final resolution by the competent court of the Republic of Kazakhstan in the place of location of Citibank Kazakhstan JSC."

ASIA PACIFIC COUNTRIES:

The following Product is made available to you by the corresponding Citibank, N.A. branch or Citibank affiliate specified for each of the jurisdiction below, and the System in relation to such Product is provided to You by that entity.

Product: CitiFX Pulse	
Jurisdiction	**Citibank entity**
Australia	Citibank, N.A. Sydney Branch or Citibank, N.A. London Branch
Bangladesh	Citibank, N.A., Bangladesh
China	Citibank (China) Co., Ltd.
Hong Kong	Citibank N.A., Hong Kong Branch (organized under the laws of the U.S.A. with limited liability)
India	Citibank, N.A. Mumbai Branch
Indonesia	Citibank, N.A. Jakarta Branch
Japan	Citibank, N.A., Tokyo Branch
Korea	Citibank Korea Inc.
Malaysia	Citibank Berhad (Company No. 297089 M)

Philippines	Citibank, N.A. Philippines Branch
Singapore	Citibank, N.A. Singapore Branch
Sri Lanka	Citibank, N.A., Colombo Branch
Taiwan	Citibank Taiwan Limited
Thailand	Citibank, N.A. Bangkok Branch
Vietnam	Citibank, N.A. Hanoi/Ho Chi Minh Branch

Disclosure of Information (Applicable to all Asia Pacific Countries other than Malaysia). Without prejudice to Section 12, Section 13 and each party's rights to disclose information relating to the other party whether under common law or statutory law or otherwise, each party to this Agreement hereby consents to the communication and disclosure by the other party of any information (including but not limited to Confidential Information) in respect of or relating to it, this Agreement, the Transactions and the Confirmation, (i) to and between that other party's head or home office, branches, subsidiaries, representative offices, affiliates and agents of each party and third parties selected by any of the aforesaid recipient of information, wherever situated, for confidential use (including in connection with the provision of any service and for data processing, statistical and risk analysis purposes); and (ii) to any person to (or through) whom such party transfers or assigns (or may potentially transfer or assign) all or any of its rights, benefits and obligations hereunder, or with (or through) whom such party enters into (or may potentially enter into) any sub-participation or the like in relation to, or any other transaction under which payments are to be made or received by reference to, this Agreement, any Transaction or any Confirmation. Each party and any aforesaid recipient of information may transfer and disclose any such information as required by or in furtherance of any obligations (contractual or otherwise) under or in connection to any law, court, regulator, legal process, stock exchange, clearing house or self-regulatory bodies. This provision is not, and shall not be deemed to constitute, an express or implied agreement by either party with the other party for a higher degree of confidentiality than that prescribed in any applicable law or regulation. Further, this provision shall be in addition to, and not in substitution for, any other provision agreed to between the parties (whether before or after the date hereof) which gives broader rights of disclosure to either party than contained herein. You further agree that Citibank, Citibank's head or home office, branches, subsidiaries, representative offices and affiliates, may transfer and disclose any information relating to you which any of them may obtain in connection with any transactions or dealings with you (whether or not obtained in connection to and/or related to this Agreement or Transaction(s)) in the manner of and subject to this provision.

AUSTRALIA:

1. Your counterparty to this Agreement is Citibank, N.A., Sydney Branch or Citibank, N.A., London Branch (as applicable) and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank, N.A., Sydney Branch or Citibank, N.A., London Branch (as applicable). Pursuant to Australian Securities and Investments Commission Instrument 2016/396 and Class Order 03/1101, Citibank is exempt from the requirement to hold an Australian financial services license under the Corporations Act 2001 of Australia in respect of financial services. In Australia, Citibank also relies upon various exemptions under the Corporations Act and Corporations Regulations. Citibank is regulated by the Comptroller of the Currency of the US and by the Federal Reserve System of the US, under US laws which may differ from Australian laws.

2. Citibank shall not provide and shall not be deemed to provide investment advice to manage money, or to act as a fiduciary, on behalf of or to You, or with respect to any Account. You acknowledge that Citibank has not and shall not during the term of this Agreement make any recommendations to You regarding the appropriateness, suitability, legality or profitability of any Transaction executed on the System.

BANGLADESH:

Citibank, N.A., Bangladesh is your counterparty to this Agreement and the entity making CitiFX Pulse available to you. All references herein to Citibank shall be deemed to be to Citibank, N.A., Bangladesh.

1. Section 3 of the Agreement shall be replaced with the following:

"You must use the unique user identifications, digital certificates, access codes, passwords and other identification devices (collectively "Security Procedures") as Citibank may issue to You or otherwise establish from time to time. You will safeguard the Security Procedures assigned to You, and will not authorize or permit any other party to access the System and/or any System Content. You will not alter, delete, disable or otherwise circumvent any Security Procedure or assist or allow any other party to do so and You shall be solely liable for any such occurrence. Whenever any action is initiated or completed by applying the Security Procedures, Citibank shall presume that You have initiated or completed such action regardless of whether You or any other third-party has initiated or completed the action, and Citibank shall not be under any obligation to accept a contention that You did not initiate or complete such action. You will notify Citibank immediately if You become aware of any unauthorized access to or use of the System and/or any System Content, or any loss or theft of the Security Procedures assigned to You. Your Firm will provide to Citibank and keep current all information it reasonably requires from time to time with respect to each Authorized User and Your Firm agrees to notify Citibank immediately by such means set forth in the Security Procedures if the access available to any Authorized User is not appropriate. No modification or termination of access to You or any Authorized User shall invalidate any Instruction (as defined below) or Transaction entered into before such modification or termination becomes effective."

2. Section 6 (b) of the Agreement shall be replaced with the following:

" Your Firm is capable of evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of any Transactions; Your Firm is also capable of assuming, and assumes, the finance and other risks of any Transaction; Each Instruction is and will be: (i) appropriate in view of Your sophistication and expertise, security controls and financial status; (ii) in compliance with Applicable Law; and (iii) conducted in accordance with Your Firm's applicable governance requirements and all applicable internal policies or procedures. Without prejudice to any of the terms of the Agreement, you acknowledge that System Content regarding pricing is indicative in nature and for your information only. You represent and warrant that you and your Firm will make all trading decisions solely on the basis of your own judgment and are not relying on any System Content or communications from Citibank N.A. or its affiliates as investment advice, an inducement or a recommendation to submit an order or enter into a Transaction."

CHINA:

In connection with this Agreement or any Transactions or any Confirmations in relation thereto:

1. For the purposes of Section 6(a) of this Agreement, where you are acting as an Agent with the prior consent of Citibank (China) Co., Ltd. (the "**Citibank China**"), you represent and warrant that you are doing so in accordance with all applicable local laws and regulations and you agree and acknowledge that Citibank China may cease to transact with you at its sole and absolute discretion at any time without prior notice.

2. The following item shall be inserted as a new Section 6(k):

"You shall comply with all Applicable Laws with respect to any Transaction which you enter into, including, but not limited to, (i) satisfying any applicable qualification and capacity requirements (such as those regarding transacting foreign exchange spot in advance for which only category A corporates are eligible); and (ii) providing any supporting documents and/or settlement instructions, within the period prescribed under the Applicable Laws. You shall provide such supporting documents and/or settlement instructions as Citibank may deem necessary, within such time as may be determined by Citibank in its sole discretion, in order for You to comply with such Applicable Laws. Without limitation to the foregoing, and subject to the Applicable Laws, unless otherwise agreed to by Citibank, where You use the System to conduct any foreign exchange spot transaction, You shall, before such transaction (in all situations no later than settlement of such transaction), have provided Citibank all satisfactory supporting documents and settlement instruction with respect to such transaction in accordance with the Applicable Law; where You use the System to transact any foreign exchange forward transaction, You shall provide the relevant satisfactory supporting documents and/or settlement instruction with respect to such transaction by its settlement in accordance with the Applicable Law."

3. This Agreement is governed by and construed in accordance with PRC Laws. If any dispute arises between the parties during the performance of this Agreement, the parties shall resolve the dispute by negotiation. Failing such negotiation, the parties agree that the Chinese courts of the place where Citibank China's head office in China is located shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

   "**PRC Laws**" means the laws, regulations, and rules that are promulgated and have taken effect within the territory of the People's Republic of China (which, for the purpose of this Agreement, does not include the Hong Kong Special Administrative Region, the Macao Special Administrative Region or Taiwan area) and any regulatory document issued by an authority having legislative, judicial or administrative power which has universal binding authority."

4. You agree and acknowledge that the provisions in relation to "Disclosure of Information" in the Country Annex shall also apply to any and all personal data in relation to You, directors, officers, employees, agents and consultants of Your Firm or Your Firm's affiliates that You, Your Firm's employees or agents may submit in connection with Your and/or Your Firm's use of the System.

HONG KONG:

1. <u>CNY Dealing Procedures</u>: In connection with this Agreement or any Transactions or any Confirmations in relation thereto, you hereby agree to the following procedures in order to enter into CNY Transactions with Citibank:
   (1) You acknowledge and agree that these CNY Dealing Procedures shall apply to each CNY Transaction.
   (2) To the extent You do not comply with the CNY Dealing Procedures in respect of any CNY Transaction, you acknowledge and agree that Citibank shall have the right to deem such CNY Transaction invalid and to cancel same whether before or after production of any relevant confirmation and that you shall indemnify Citibank for all costs and/or losses (including but not limited to unwinding costs) incurred in connection therewith.
   (3) Save where you have complied with (4) below, you hereby represent that a CNY Transaction is not Trade Related. You agree to inform Citibank immediately if you are aware or come to be aware that any representation or information provided by you in connection herewith is incorrect or incomplete.
   (4) You agree to notify Citibank at the time of trading to the extent that a CNY Transaction is Trade Related by selecting the relevant category from the drop-down menu provided in the System;
   (5) You agree to notify Citibank immediately if you fail to follow the above CNY Dealing Procedure in any regard with respect to any CNY Transaction.

   Where,
   "**CNY**" means Chinese Renminbi available on the general CNY exchange market in the relevant Offshore CNY Center for purchase, sale, lending or borrowing in furtherance of general purposes (including, but not limited to, funding and excluding (i) any purchase or sale of Chinese Renminbi where such Chinese Renminbi is required by relevant laws or regulations for settlement of any cross-border trade transaction with an entity in Mainland China, or (ii) any purchase or sale of Chinese Renminbi for personal customers residing in that Offshore CNY Center).
   "**CNY Transaction**" means any Transaction traded (or to be traded) through the System referencing CNY.
   "**Mainland China**" means the People's Republic of China excluding Hong Kong, Macau, and Taiwan.
   "**Offshore CNY Center**" means the jurisdiction specified in the relevant Confirmation. If no Offshore CNY Center is specified in the relevant Confirmation, the Offshore CNY Center shall be Hong Kong.
   "**Trade Related**" means related to any trading of physical goods in Mainland China.

INDONESIA:

1. Section 18 of the Agreement shall be amended in its entirety as follows, except to the extent that Your Firm and Citibank, N.A., Jakarta Branch have agreed otherwise:

"**18. Governing Law and Arbitration.** (a) The Agreement and any non-contractual obligations arising out of or in connection with the Agreement, are governed by, and shall be construed in accordance with, the laws of the State of New York, the United States of America.

(b) with respect to any suit, action or proceedings relating to this Agreement or Electronic Confirmations, each party agrees that any claim, dispute or difference of whatsoever nature arising out of or in connection with this Agreement ("**Dispute**") shall be referred to and finally determined by arbitration before an Arbitral Tribunal composed of three (3) Arbitrators ("**Tribunal**");

(c) any reference of a Dispute to arbitration shall be determined in accordance with the rules of the Singapore International Arbitration Centre which shall apply to any arbitration under this Agreement wherever such arbitration shall be conducted;

(d) Singapore shall be the seat of the arbitration but hearings may be held at such other place as the parties and the Tribunal may agree or as the Tribunal shall deem appropriate after consultation with the parties;

(e) the language of the arbitration shall be English and all documents submitted to the arbitration shall be submitted to the arbitration in their original form together with an English translation;

(f) the powers of the Tribunal shall include the power to open up, review and revise any decision of any third party who is empowered by the contract to make decisions;

(g) the arbitration shall be conducted in private. Each party agrees that all documents and evidence submitted in the arbitration (including without limitation any statements of case and any interim or final award) shall remain confidential both during and after any final award is rendered unless the parties agree otherwise in writing;

(h) with reference to the above provisions, the parties hereto agree not to submit any Dispute (including Dispute regarding the non-contractual obligations arising from or in connection with the Agreement or the existence, validity or termination of the Agreement) arising under this Agreement to any court within the jurisdiction of the parties;

(i) each party agrees that without preventing any other mode of service, any document in any Dispute referred to arbitration may be served on any party by being delivered to or left for that party at its last address in the other party's record. Each party undertakes to maintain such an address at all times and to notify the other party in writing in advance of any change from time to time of the details of such address, such notice to be either personally delivered or sent by postage prepaid registered airmail or transmitted by facsimile (with postage prepaid airmail confirmation)."

2. Notwithstanding anything to the contrary, You acknowledge and agree that Citibank will only make available to You, foreign exchange related products as part of CitiFX Pulse. You represent and warrant that You will only submit orders and enter into Transactions for foreign exchange related products.

3. The parties agree that in the event of inconsistencies between the English and the Indonesian versions of this Agreement, the English version shall prevail.

JAPAN:

1. Citibank is obligated to present a certain risk disclosure document prior to the contract concerning currency option or non-deliverable forward transaction and on or promptly after such contracts with an investor other than Professional Investor as defined in Article 2, Paragraph 31, Item 4 of the Financial Instruments and Exchange Act (Law No. 25 of 1948 as amended; hereinafter referred to as the "FIEA") or an investor who wishes to be reclassified and treated as the investor other than the Professional Investor in respect of the contract regarding derivative transactions (hereinafter collectively referred as the "General Investor"), pursuant to the FIEA. Accordingly, if you are classified as the General Investor, You shall be restricted the access or use of the System in currency option transaction and in non-deliverable forward transaction

so that the required documents are duly presented to you by Citibank.

2. In connection with this Agreement or any Transactions or any Confirmations in relation thereto, you make the following representations in relation to the exclusion of Anti-Social Forces.

3. You represent, warrant and covenant to ensure that you, (and where relevant) your Parent, Subsidiaries, Related Companies (collectively, the "**Customers**") and the Customers' executives, employees and shareholders with 25% of the voting rights (collectively, including the Customers, the "**Related Parties**") do not and shall not fall under the following categories:
   (1) an organized crime group;
   (2) a member of organized crime group;
   (3) a quasi-member of organized crime group;
   (4) a related company or association of an organized crime group;
   (5) a corporate racketeer; or
   (6) other equivalent groups of the

   above, (collectively, the "**Anti-Social**

   Forces").

   For the purpose of this provision, the "**Parent**" means a company that has direct or indirect control over you in its decision making. The "**Subsidiary**" means a company that you have direct or indirect control over the decision making by such company. The "**Related Company**" means a company that you have effective influence over the decision making of such company by credit extension, business relationship or human relationship.

4. You represent, warrant and covenant to ensure that the Related Parties themselves or through the use of third parties have never conducted and/or will not conduct any of the following actions:

   (1) a demand with violence;
   (2) an unreasonable demand beyond what is legally entitled;
   (3) use of intimidating words or actions in relation to transactions;
   (4) an action to defame the reputation or interfere with the business of Citibank or Citibank's Affiliates by spreading rumor, using fraudulent means or resorting to force; or
   (5) any other equivalent actions of the above.

5. You shall immediately provide Citibank with such documents and/or information of the Related Parties (including, without limitation, the registered/principal/office/residential address, formal name, birth date of any Related Party) as may be requested by Citibank at any time for the purpose of performing identity verification and screening of the Anti-Social Forces or other persons or entities by Citibank.

6. In the event Citibank determines that it is not appropriate to maintain business transactions with you after becoming aware that (i) any of the representation and warranties in this provision are not or had not been true or that (ii) You breached the covenants in this provision, it shall constitute an Event of Default with respect to You under ISDA or other master agreements or the Single Agreement, and this Agreement shall be terminated. Citibank is not responsible for any damages, expenses and loss incurred by You in connection with such termination or any result of the Events of Default.

7. Without prejudice to Section 3, Section 4 and Section 10, You represent and warrant on a continuing basis as long as You are authorized to access and use the System that (i) You are fully aware that the use of the System to convey the Instructions carries not only the risk of error, but also breach of security and privacy and may induce fraudulent activities by third parties and (ii) You will deploy updated measures to safeguard the security of the use of the System other than devices or procedures offered or established by Citibank.

KOREA:

You hereby agree that any and all foreign exchange transactions with Citibank Korea Inc. will be subject to the General Terms and Conditions for Electronic Financial Transactions. For the avoidance of doubt, this Agreement will not apply to the Transactions with Citibank Korea Inc.

MALAYSIA:

1. For the avoidance of doubt, "affiliate" includes, in relation to any person, any entity controlled, directly

or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity, directly or indirectly, under common control with the person.

2. You agree that all obligations of Citibank Berhad under this Agreement or any Transactions or any Confirmations in relation thereto are to be performed solely by Citibank Berhad, subject to the laws of Malaysia and shall also be excused by other events beyond its control which prevent its performance.

3. You shall comply with all Applicable Law with respect to any Transaction which you enter into, including but not limited to, Malaysia's foreign exchange administration rules.

4. If an ISDA governs the Transactions.

   (i) If You, any of your Credit Support Provider(s) or any of your applicable Specified Entities is licensed to carry on banking business, insurance business or investment banking business under the Financial Services Act 2013 of Malaysia, or is licensed to carry on Islamic banking business, takaful business, international Islamic banking business or international takaful business under the Islamic Financial Services Act 2013 of Malaysia or is an operator of a designated payment system in Malaysia, it will be an additional Event of Default if there is an assumption of control by a regulator having jurisdiction of You, any of your Credit Support Provider(s) or any of your applicable Specified Entities.

   (ii) For the purpose of Section 5(b)(vi) of the ISDA, the following is an Additional Termination Event:-

   Failure by You (which will be the sole Affected Party) to deliver to us a copy of any required foreign exchange administration approval or exemption and/or documentary evidence of the underlying commitment to which a Transaction relates.

   For this Additional Termination Event, the definition of "Affected Transactions" in Section 14 of the ISDA does not apply; instead "Affected Transactions" means, at our election, all Transactions or all Transactions affected by the occurrence of this Additional Termination Event. For clarification, we may treat such failure as an Event of Default under Section 5(a)(ii)(1).

5. If an ISDA does not govern the Transactions, You shall deliver to us within such period as may be requested by us documentary evidence of the underlying firm commitment to which a Transaction relates as required by Malaysia's foreign exchange administration rules. Failure to comply with this requirement may result in the termination of that Transaction or all Transactions and in such event, You shall promptly, on demand, fully indemnify us against any losses, costs, claims, expenses and liabilities (including, without limitation, any loss of bargain, cost of funding and any costs or loss incurred as a result of terminating, liquidating, obtaining or re-establishing any hedge or related trading position), whether or not reasonably foreseeable, sustained or incurred by us as a result of or in connection with the Transaction(s), we making arrangements to perform our obligations in respect of the Transaction(s) or the termination of the Transaction(s). In determining our loss, we may convert any amount to United States Dollars or such other currency(ies) as we may deem fit at a market rate determined by us.

6. Without prejudice to Section 12, Section 13 and each party's rights to disclose information relating to the other party whether under common law or statutory law or otherwise, each party to this Agreement hereby consents to the communication and disclosure by the other party of any information (including but not limited to Confidential Information) in respect of or relating to it, this Agreement, the Transactions and the Confirmation,

   (i) to and between that other party's head or home office, branches, affiliates and Representatives and such persons as may be selected by any of the aforesaid recipient of information, wherever situated, for confidential use (including in connection with the provision of any service and for data processing, statistical and risk analysis purposes);

   (ii) to such persons as may be designated by such party;

   (iii) to Payment Infrastructure Providers on a confidential basis and to the extent necessary for the provision of services, operations of accounts or in connection with this Agreement, any Transaction or any Confirmation;

(iv) to any Credit Support Provider (as defined in the ISDA) of such party or any other person who has provided or who may provide any guarantee, indemnity, security or support to secure the obligations of such party; and

(v) to any person to (or through) whom such party transfers or assigns (or may potentially transfer or assign) all or any of its rights, benefits and obligations hereunder, or with (or through) whom such party enters into (or may potentially enter into) any sub-participation or the like in relation to, or any other transaction under which payments are to be made or received by reference to, this Agreement, any Transaction or any Confirmation.

Each party and any aforesaid recipient of information may transfer and disclose any such information as required by or in furtherance of any obligations (contractual or otherwise) under or in connection to any legal process (including disclosure to courts and tribunals) or pursuant to any Government Requirement. No liability to the other party shall arise from the transfer of such information whether by reason of any misstatement, omission, delay or any other matter in connection thereto whatsoever.

For the purposes of the Personal Data Protection Act, 2010 of Malaysia, You acknowledge that You have read and agree to our Personal Data Privacy Notice (the "Notice") which can be found at http://www.citibank.com.my/ICG/PDPA.pdf (or such other link as may be notified to You from time to time).

This provision and the provisions in the Notice are not, and shall not be deemed to constitute, an express or implied agreement by either party with the other party for a higher degree of confidentiality than that prescribed in any Applicable Law or regulation. Further, this provision shall be in addition to, and not in substitution for, any other provision agreed to between the parties (whether before or after the date hereof) which gives broader rights of disclosure to either party than contained herein or the Notice.

In this Malaysia Country Notice:-

"Government Requirement" means any Applicable Law, or applicable regulation, or request or requirement of any legal, governmental or regulatory authority, stock exchange, clearing house, self-regulatory body or other authority (such legal, governmental or regulatory authority, stock exchange, clearing house, self- regulatory body or other authority shall be referred to as "Authorities") or agreement entered into by either party and any Authorities or between two or more Authorities (such law, regulation or Authorities may be domestic or foreign);

"Payment Infrastructure Provider" means a third party which forms part of a payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks;

"Representatives" means a party's or its affiliates officers, directors, employees, agents, representatives, professional advisers and Third Party Service Providers; and

"Third Party Service Provider" means a third party reasonably selected by a party or its affiliates to provide services to it or for its benefit and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call centre service providers.

7. You consent and authorise us and each of our Representatives to access, obtain, verify and/or extract any data or information whatsoever relating to You, from or to any source whatsoever customarily available to financial institutions or as we deem appropriate (including any credit reference agencies, any credit reporting agencies, the credit bureau currently maintained by Bank Negara Malaysia and any other body or authority) for the purposes of, among others, risk assessment, credit evaluation, credit review, credit monitoring and otherwise in connection with the provision of services to You, or the entering into Transactions or dealings between You and us.

PHILIPPINES:

You and Your Firm agree to be bound by Citibank's Confidentiality and Data Privacy Conditions, which has been made available to you (or which is available upon request), and which explains the purposes for which we may collect, use, disclose, and process personal data. You and Your Firm warrant that you have provided notice to and obtained consent from relevant natural persons to allow us to process their personal data.

SINGAPORE:

Personal Data Protection Act

For the purposes of the Personal Data Protection Act (2012) of Singapore (the "Act"), You acknowledge that You have read and understood the Customer Circular relating to the Personal Data Protection Act (for Corporate and Institutional Customers) ("Privacy Circular"), which is available at http://www.citibank.com.sg/icg/pdpacircular/ or upon request, and which explains the purposes for which we may collect, use, disclose and process (collectively, "process") personal data of natural persons. You warrant that to the extent required by applicable law or regulation, You have provided notice to and obtained consent from relevant natural persons to allow us to process their personal data as described in the Privacy Circular as may be updated from time to time, prior to disclosure of such personal data to us. You further warrant that any such consent has been granted by these natural persons.

TAIWAN:

1. Your Firm acknowledges that any service provided by Citibank Taiwan Limited ("CTL") via CitiFX Pulse will not involve New Taiwan Dollars.

2. Unless otherwise provided herein or in the PDPA Notification Letter (as defined below), Your Firm hereby irrevocably and unconditionally agrees to the following:

   For purposes of business decision and risk management by the global or regional headquarters of Citigroup for its supervision of its subsidiaries (for example, the layered responsibility policies of the global/ regional headquarters, business statistic, analysis and planning, internal control and audit, monitoring and management of accounts, checking and adjustments of accounts, customer management, risk management (including but not limited to credit risk, operational risk, information security management, market risk, liquidity risk, legal or regulatory risk, etc.), provision of advisory or other services, development, monitoring and maintenance of the global system), CTL may transmit or disclose the Confidential Information in the course of providing services to Your Firm under this Agreement to the Citi's relevant parties as stated in (i) of "Disclosure of Information" Clause above who have a "need to know" for their collection, processing, transmission or use of such Confidential Information only to the extent necessary to fulfill the purposes agreed by Your Firm and CTL or permitted by the laws or regulations on the confidential basis.

   For purposes of compliance with the regulatory requirements applicable to CTL's parent company, Citibank N.A. (including but not limited to US money laundering prevention obligations, compliance with US economic sanctions and the global goal to fight crime, the Foreign Account Tax Compliance Act (FATCA) or other US tax laws and regulations, financial and tax reports required by the jurisdiction where CTL's parent company locates, CTL may transmit or disclose the Confidential Information to the Citi's relevant parties as stated in (i) of "Disclosure of Information" Clause above who have a "need to know" for their collection, processing, transmission or use of such Confidential Information only to the extent necessary to fulfill the purposes agreed by Your Firm and CTL or permitted by the laws or regulations on the confidential basis.

3. Without prejudice to Section 12 and Section 13, You and Your Firm confirm that you have/it has read and fully understood the Notification Letter of Collection, Process, Use of Personal Information ("PDPA Notification Letter") of CTL and agree to the collection, process, use and international transmission of personal data (including information previously collected, processed, used or internationally transmitted by CTL) pursuant to the terms hereof. Your Firm represents and warrants that, with respect to any and all personal information regarding Your Firm, or the responsible person, directors, supervisors, shareholders, beneficiaries, transaction counterparties, managers, relevant employees, authorized personnel of Your Firm provided by Your Firm to CTL or by such personnel to CTL under Your Firm's instruction, or upon

any change of Your Firm personnel afterwards, it has delivered the PDPA Notification Letter to each of such personnel, and caused such personnel to read, fully understand and agree to the terms thereof.

CTL has the right to amend the PDPA Notification Letter at any time, and notify Your Firm and the aforementioned personnel of the amendments orally, in writing, or by telephone, text messaging, e-mail, facsimile, electronic documents, or other methods that may give the data subject direct or constructive notice (including but not limited to notification made via the aforementioned method to provide a website for reference to the contents of the PDPA Notification Letter). Please refer to such website so provided then.

4. Your Firm hereby consents to CTL's outsourcing of Your Firm's transactions with CTL to a third party (including a domestic or offshore third party) (see Appendix 1 - Matters Outsourced to Third Parties of the PDPA Notification Letter), and consents to the provision of information in connection with the Your Firm's transactions ("Customer Information", including the information of Your Firm and any personal data and transaction information provided by Your Firm regarding Your Firm's personnel) to such a third party. CTL shall require such third party to protect the Customer Information in accordance with relevant laws and shall use the Customer Information only within the scope and purpose mandated or authorized by CTL.

5. Section 18 shall be deleted in its entirety and the following paragraph shall be inserted in substitution thereof:

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE REPUBLIC OF CHINA. You shall abide by all relevant laws and the regulations. You hereby irrevocably submit to the non-exclusive jurisdiction of the Taipei District Court or any other courts selected by CTL which is to have jurisdiction to settle any disputes which may arise out of or in connection with the Agreement.

6. In the event of any discrepancy between the English version and Chinese version, the English version shall prevail.

VIETNAM:

You agree and accept that you shall comply with all laws and regulations of Vietnam with respect to any Transaction which you enter into, including but not limited to (i) satisfying any regulatory requirements in relation to any Transaction; and (ii) providing any supporting documents and/or settlement instructions as Citibank may deem necessary within such time as may be determined by Citibank in its sole discretion. If You do not provide all supporting documents for the Transactions as required by Citibank, Citibank is entitled to terminate the Transactions and you shall indemnify Citibank on demand against all expense, loss, damage or liability that Citibank may incur in respect of the Transaction as consequence of movements in interest, currency, exchange or other relevant rates or prices. Citibank's certificate as to indemnity amounts due shall be conclusive, in the absence of manifest error.

CENTRAL AMERICA AND CARRIBEAN COUNTRIES:

The following Product is made available to you by the corresponding Citibank, N.A. branch or Citibank affiliate specified for each of the jurisdiction below, and the System in relation to such Product is provided to You by that entity.

Product: CitiFX Pulse	
Jurisdiction	**Citibank entity**

Honduras	Banco de Honduras S.A.
Panama	Citibank N.A., Panama
Guatemala	Citibank, N.A. Guatemala
El Salvador	Citibank, N.A. El Salvador
Jamaica	Citibank, N.A. Jamaica Branch
Trinidad & Tobago	Citibank (Trinidad & Tobago) Limited
Dominican Republic	Citibank, N.A. Dominican Republic
Haiti	Citibank, N.A, Haiti
Puerto Rico	Citibank, NA, Puerto Rico
Costa Rica	Banco CMB (Costa Rica), S.A.

PANAMA

1. The System is made available and provided to You in the Republic of Panama by Citibank, N.A., Panama Branch, a banking corporation organized and existing under the laws of the United States of America. Therefore, all references to "Citibank" and/or to "Citibank N.A." within this Agreement shall be interpreted to refer to Citibank, N.A., Panama Branch
2. Notwithstanding the provisions of section 18, this Agreement shall be governed by, and shall be construed in accordance with, the laws of the Republic of Panama, without regard to conflict of law principles. For our benefit, you irrevocably and solely submit to the jurisdiction of the courts of the Republic of Panama in regards to any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of this Agreement, and you waive any objection to proceedings in any such court on the grounds of inconvenient forum or conflict of law.
3. The term "Applicable Law" shall be construed to refer exclusively to the laws and regulations of the Republic of Panama, and only the laws and regulations of the Republic of Panama shall apply to this Agreement.
4. For the purposes of any account(s) or other contractual relationships with Citibank, N.A., Panama Branch, the taxes which may be deducted or withheld by Citibank pursuant to this Agreement shall be those imposed in the specific and limited circumstances under Panamanian applicable laws and regulations.

TRINIDAD AND TOBAGO:

1. The System is made available and provided to You in Trinidad by Citibank (Trinidad & Tobago) Limited, a company continued and existing under the Companies Act Chap. 81:01 of the laws of Trinidad and Tobago having its registered office at 12 Queen's Park East, Port of Spain in the said Island of Trinidad. Therefore, all references to "Citibank" and/or to "Citibank N.A." within this Agreement shall be interpreted to refer to Citibank (Trinidad & Tobago) Limited.
2. Notwithstanding the provisions of section 18, this Agreement shall be governed by, and shall be construed in accordance with, the laws of the Republic of Trinidad and Tobago, without regard to conflict of law principles. For our benefit, you irrevocably and solely submit to the jurisdiction of the courts of the Republic of Trinidad and Tobago in regards to any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of this Agreement, and you waive any objection to proceedings in any such court on the grounds of inconvenient forum or conflict of law.
3. The term "Applicable Law" shall be construed to refer exclusively to the laws and regulations of the Republic of Trinidad and Tobago, and only the laws and regulations of the Republic of Trinidad and Tobago shall apply to this Agreement.
4. For the purposes of any account(s) or other contractual relationships with Citibank (Trinidad & Tobago) Limited, the taxes which may be deducted or withheld by Citibank pursuant to this Agreement shall be those imposed in the specific and limited circumstances under the applicable laws and regulations of the Republic of Trinidad and Tobago.

JAMAICA:

If you are located in Jamaica or are transacting with Citibank N.A. (Jamaica Branch) then:

1. references to Citibank or other cognate expressions shall mean Citibank N.A. (Jamaica Branch);

2. notwithstanding Section 18 of the Agreement, the Agreement shall be governed by and shall be construed in accordance with Jamaican law, without regard to conflict of law principles.

For our benefit, you irrevocably submit to the jurisdiction of the Jamaican Courts which are to have jurisdiction to settle any disputes which may arise out of, or in connection with, the validity, effect, interpretation or performance of the Agreement and you waive any objection to proceedings in any such court on the ground of inconvenient forum.

COSTA RICA:

1. The System is made available and provided to You in Costa Rica by Banco CMB (Costa Rica), S.A., a banking corporation organized and existing under the laws of Costa Rica. Therefore, all references to "Citibank" and/or to "Citibank N.A." within this Agreement shall be interpreted to refer to Banco CMB (Costa Rica), S.A.
2. Notwithstanding the provisions of section 18, this Agreement shall be governed by, and shall be construed in accordance with, the laws of the Republic of Costa Rica, without regard to conflict of law principles. For our benefit, you irrevocably and solely submit to the jurisdiction of the courts of Costa Rica in regards to any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of this Agreement, and you waive any objection to proceedings in any such court on the grounds of inconvenient forum or conflict of law.
3. The term "Applicable Law" shall be construed to refer exclusively to the laws and regulations of the Republic of Costa Rica, and only the laws and regulations of the Republic of Costa Rican shall apply to this Agreement.
4. For the purposes of any account(s) or other contractual relationships with Banco CMB (Costa Rica), S.A., the taxes which may be deducted or withheld by Citibank pursuant to this Agreement shall be those imposed in the specific and limited circumstances under Costa Rican applicable laws and regulations.

ECUADOR:

If you are located in Ecuador or are transacting with Citibank N.A. Ecuador Branch then:

1. references to Citibank or other cognate expressions shall mean Citibank N.A. Ecuador Branch;

2. notwithstanding Section 18 of the Agreement, the Agreement shall be governed by and shall be construed in accordance with Ecuadorian law, without regard to conflict of law principles.

3. You accept and understand and authorize the access by any electronic banking platform from any location or jurisdiction in the world.

OTHER JURISDICTIONS AND COUNTERPARTIES:
If Your Firm's account(s) or other contractual relationship with a Citigroup affiliate is not covered by any of the foregoing with respect to one or more products made available through the System, such products are provided by the Citigroup affiliate with which You have such account(s) or other contractual relationship, your interactions with respect to such products are deemed to be made with such Citigroup affiliate, and Your Firm's counterparty with respect to such product is that Citigroup affiliate. If Your Firm has no account or other contractual relationship with a Citigroup affiliate, Your Firm's counterparty to any transactions entered into through the System is the Citigroup affiliate that made the System available to you.

SHARIA Annex:

This Annex shall be applicable to You and supplements the terms of the Electronic Access and User Agreement executed between You and Citibank.

1. In connection with this Agreement or any Transactions or any Confirmations in relation thereto, Section 6(e) of this Agreement shall be amended as follows, except to the extent that Your Firm and the relevant Citibank entity have agreed otherwise as to specific transactions or products:

   "If Your Firm and the specific Citibank, NA branch or Citibank affiliate that Your Firm is transacting with, have not entered into any ISDA or other master agreement governing Transactions of the type You engage in using the System, the Transactions and corresponding Confirmations with that Citibank branch or affiliate shall supplement, form a part of, and be subject to, a single agreement ("Single Agreement") in the form of the ISDA 2002 Master Agreement as published by ISDA (the "ISDA Form") subject to the amendment below, as if, on the date that you click accept the Agreement, Your Firm and the relevant Citibank branch or affiliate, as the case may be, had executed a separate Single Agreement in the ISDA Form, subject to the amendment below.

   Section 13(b) of the Single Agreement is hereby deleted in its entirety and replaced as follows:

   "Jurisdiction
   Any dispute, controversy or claim, be it contractual or non-contractual, arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity or termination shall be referred to and finally resolved:

   (i) By arbitration under the Rules of Arbitration of the London Court of International Arbitration ("LCIA") (the "Rules"). The Rules are deemed to be incorporated by reference into this Section.
   (ii) The number of arbitrators shall be three, each party having the right to nominate one arbitrator. If one party fails to appoint an arbitrator within 30 days of receiving notice of the appointment of an arbitrator by the other party, then that arbitrator shall be appointed by the LCIA.
   (iii) The third arbitrator, who shall act as chairman of the tribunal, shall be chosen by the two arbitrators chosen by or on behalf of the parties. If he is not chosen and appointed within 15 days of the date on which the later of the two-party appointed arbitrators is appointed, he shall be appointed by the LCIA.

(iv) The seat of arbitration shall be London, England where all hearings and meetings shall be held, unless the parties agree otherwise. The language to be used in the arbitral proceedings shall be English.
(v) The parties reserve the right of appeal from an award of the arbitral tribunal to any court having jurisdiction on any question of fact or law. To the extent that it conflicts with this right, any provision of the LCIA Rules is hereby disapplied.
(vi) It is agreed that the arbitrators shall have no authority to award exemplary or punitive damages of any type under any circumstances whether or not such damages may be available under the relevant applicable law, the parties hereby waiving their right, if any, to recover such damages.
(vii) The parties agree that the arbitrators shall have power to award on a provisional basis any relief that they would have power to grant on a final award.
(viii) This arbitration clause, including its validity and scope, shall be governed by English law.
(ix) Without prejudice to the powers of the arbitrators provided by the Rules, statute or otherwise, the arbitrators shall have power at any time, on the basis of written evidence and the submissions of the parties alone, to make an award in favour of the claimant (or the respondent if a counterclaim) in respect of any claims (or counterclaims) to which there is no reasonably arguable defence, either at all or except as to the amount of any damages or other sum to be awarded.
(x) Nothing in this Section 13(b) shall be construed as preventing either party from seeking conservatory or similar interim relief in any court of competent jurisdiction nor shall anything in this Section prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction.
(xi) The parties agree that the arbitration and any facts, documents, awards or other information related to the arbitration or the dispute, controversy or claim to which it relates shall be kept strictly confidential and

shall not be disclosed to any third party without the express written consent of the other party, unless such disclosure is required to comply with any legal or regulatory requirement."

The following provisions of the Schedule to the ISDA Form shall be applicable: (i) the election of English Law as the governing law; (ii) the specification of USD as the Termination Currency and the application of Credit Event Upon Merger; and (iii) Part 5 of the Schedule, which is hereby amended to include the following new sub-section:

"Party A and Party B agree that, notwithstanding any other provision of this Agreement:

no interest will be payable by either Party A or Party B pursuant to Section 9(h) of the Agreement and, for the purposes of any calculation or determination in respect of the Agreement, all references to interest in Section 2(d), Section 6(e)(iv) and the definition of 'Unpaid Amount' in Section 14 will be disregarded and the amount of interest included in calculations or determinations pursuant to such Sections of the Agreement shall be zero, PROVIDED THAT nothing in this Part 5 will affect any calculation or determination or otherwise limit the payment of any amount pursuant to the terms of a Transaction where an interest rate or interest amount is included as a reference value or reference point used to calculate or determine (in full or in part) an amount payable pursuant to such Transaction;".

Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction. To the extent of any inconsistency between the provisions of the Single Agreement and a Confirmation, the Confirmation will prevail for the purposes of the specific Transaction. Each Single Agreement shall contain such other modification (including additional elections) to the ISDA Form (each an "Agreement Modification") as may be agreed by Your Firm and the relevant Citibank branch or affiliate, as the case may be, from time to time. To the extent of any inconsistency between any Agreement Modification and a prior Agreement Modification, the terms of the most recent Agreement Modification shall govern. The Single Agreement between Your Firm and the specific Citibank NA branch or Citibank affiliate, as the case may be, shall also govern such Transactions between Your Firm and specific Citibank NA branch or Citibank affiliate that are not entered through the System but shall not govern any Transaction where the confirmation of the Transaction or any other document agreed between the parties clearly indicates an intention that such Transaction shall be subject to a separate master agreement (whether separately executed or deemed to arise by incorporation in a confirmation), either as a single Transaction under such separate master agreement or as part of a specified group of Transactions subject to such separate master agreement."

2. Section 18 of the Agreement is hereby deleted in its entirety and replaced as follows:

"This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law. Any dispute, controversy or claim, be it contractual or non-contractual, arising out of or in connection with the Agreement, including any question regarding its formation, existence, validity or termination shall be referred to and finally resolved:

(i) By arbitration under the Rules of Arbitration of the London Court of International Arbitration ("LCIA") (the "Rules"). The Rules are deemed to be incorporated by reference into this section.

(ii) The number of arbitrators shall be three, each Party having the right to nominate one arbitrator. If one party fails to appoint an arbitrator within 30 days of receiving notice of the appointment of an arbitrator by the other party, then that arbitrator shall be appointed by the LCIA.

(iii) The third arbitrator, who shall act as chairman of the tribunal, shall be chosen by the two arbitrators chosen by or on behalf of the parties. If he is not chosen and appointed within 15 days of the date on which the later of the two-party appointed arbitrators is appointed, he shall be appointed by the LCIA.

(iv) The seat of arbitration shall be London, England where all hearings and meetings shall be held, unless the Parties agree otherwise. The language to be used in the arbitral proceedings shall be English.

(v) The Parties reserve the right of appeal from an award of the arbitral tribunal to any court having jurisdiction on any question of fact or law. To the extent that it conflicts with this right, any provision of the LCIA Rules is hereby disapplied.

(vi) It is agreed that the arbitrators shall have no authority to award exemplary or punitive damages of any type under any circumstances whether or not such damages may be available under the relevant applicable law, the Parties hereby waiving their right, if any, to recover such damages.

(vii) The Parties agree that the arbitrators shall have power to award on a provisional basis any relief that they would have power to grant on a final award.

(viii) This arbitration clause, including its validity and scope, shall be governed by English law.

(ix) Without prejudice to the powers of the arbitrators provided by the Rules, statute or otherwise, the arbitrators shall have power at any time, on the basis of written evidence and the submissions of the Parties alone, to make an award in favour of the claimant (or the respondent if a counterclaim) in respect of any claims (or counterclaims) to which there is no reasonably arguable defence, either at all or except as to the amount of any damages or other sum to be awarded.

(x) Nothing in this section 18 shall be construed as preventing either Party from seeking conservatory or similar interim relief in any court of competent jurisdiction nor shall anything in this Section prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction.

(xi) The parties agree that the arbitration and any facts, documents, awards or other information related to the arbitration or the dispute, controversy or claim to which it relates shall be kept strictly confidential and shall not be disclosed to any third party without the express written consent of the other party, unless such disclosure is required to comply with any legal or regulatory requirement."

Mobile Terms Annex

This Annex shall be applicable to You and Your Firm with respect to Your use of mobile trading functionality ("**Mobile FX**") as permissioned and enabled by Citibank via the System to transact and confirm foreign exchange and Bullion spot, forward, swaps and/or options transactions on behalf of the Firm. You and your Firm acknowledge and agree that:

(i) any and all trading through Mobile FX is subject to additional risks and the Firm assumes all liability with respect to any and all such additional risks

(ii) trading through Mobile FX is permitted pursuant to the Firm's policies and procedures;

(iii) compared to access to Systems from within the Firm's information technology infrastructure, that access to Systems through the internet or other networks outside of the Firm's information technology infrastructure may result in additional communication delays or failures; and/or may be subject to additional risks of interception, loss or corruption (such as viruses and malware);

(iv) responsibility for all Instructions transmitted through Mobile FX using Security Procedures assigned to persons trading for and on behalf of the Firm;

(v) Mobile FX is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to the Firm's policies or procedures, regulation or applicable law; the Firm is solely responsible for ensuring that access thereto is lawful;

(vi) it is aware of and accept the risks associated with (a) 'jailbreaking' (i.e. circumvention of restrictions which prevent wireless devices and/or telephone handsets (each a "Mobile Device") from downloading and/or using certain types or categories of software applications); and (b) the open nature of the Android platform;

(vii) it will ensure that access to and/or trading on Mobile FX by or on its/their behalf will only be carried out using a Mobile Device which has not been 'jailbroken'; to the extent that any Mobile Device used to access and/or trade on Mobile FX has been 'jailbroken' or uses Android, the Firm shall be solely responsible for all consequences thereof, including, without limitation, all trading activity associated with such Mobile Device;

(viii) the functionality available on Mobile FX is a subset of the functionality available via the System;

(ix) Citibank may amend, enhance or limit the functionality of Mobile FX at any time, with or without notice, for any or no reason.

The Firm shall indemnify and hold harmless Citi with respect to any claim, damage, loss, cost, expense or liability arising directly or indirectly from (1) the Firm's use of (including on behalf of third parties), or inability to use Mobile FX, (2) any breach of this Mobile Annex, (3) any and all loss (including consequential loss) arising from the use of a 'jailbroken' Mobile Device or an Android based Mobile Device, and (4) the actions, including instructions of any persons, authorised or unauthorised, who gains access to or trades on Mobile FX using Security Procedures assigned to the Firm.

You agree, represent and warrant on a continuing basis that: (a) the Firm has independently evaluated and understands the internet security and confidentiality risks identified above that are associated with the access and/or use of Mobile FX; and (b) it accepts sole liability for any and all trading activity associated with Security Procedures assigned to the Firm.

BY CLICKING "I ACCEPT AND AGREE" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT AND CONSENT TO THE DISCLOSURE OF INFORMATION AS OUTLINED WITHIN THE AGREEMENT. IF YOU CLICK "I DO NOT ACCEPT" BELOW, YOU WILL BE REFUSED ACCCESS TO THE SYSTEM.

電子存取與用戶契約

請仔細閱讀本電子存取與用戶契約（下稱「本契約」）。本契約適用於您存取及使用花旗銀行所提供的一個或數個外匯交易及相關資訊線上平台（下稱「本系統」）。您必須同意本契約的條款，始得存取及使用本系統。

依本契約之條款與條件，您和您的雇主（下稱「貴公司」，如您為第三方之交易顧問、投資經理人或其他代理人（下稱「代理人」），則亦包括您的委託人）得存取本系統，並被允許使用本系統提供的產品及服務（如資訊檢索、資料、分析工具、軟體、影像、音檔、圖形、訂價資訊及本系統提供的其他內容（下稱「本系統內容」）），以及（如適用）進行並確認外匯及貴金屬即期、遠期、交換及／或選擇權交易（下稱「交易」），此可能包含可藉由本系統或www.citifx.com網站所取得之花旗銀行專屬的及/或經授權的演算法之使用(以下統一稱作「**演算法策略**」及個別稱作「**單一演算法策略**」)。就本契約之目的，貴金屬係指黃金、白銀、白金或鈀。本契約將修改並取代您或 貴公司先前就使用及存取本系統締結的任何契約。

除另有明文規定外，「您」或「您的」係指作為自然人或作為代理人的您（如適用）以及 貴公司。「花旗銀行」係指美商花旗銀行股份有限公司，或指您所適用之國家附件（如下文第5條所定義）中所列美商花旗銀行股份有限公司之關係企業。「本契約」包括本契約主文、國家附件、the Sharia 附件、行動交易條件附件及本系統公告或與本系統相關的所有附約、揭露、說明或免責，各該文件均納入本契約，並構成本契約的一部分。您同意，為任何之目的，本契約以及任何指令（如下文所定義）均被視為為「書面」且「已簽署」，且將與書面簽署文件具有相同的法律上拘束力、效力和執行力，如同各該文件均以紙本製作、簽署並保存。本行將事前通知您對您有影響之任何本契約重要附約或重要修訂。

1. 服務描述。本系統由本契約之產品附件所列的一個或數個產品組成，該等產品於另行提供予您的書面資料中有更完整之描述，且得經花旗銀行全權決定隨時修訂。您可以存取並使用 貴公司及花旗銀行所同意的部分或全部產品，而本契約所指之本系統，係指您於在該等時點被許可得存取之產品。您存取任何特定產品，即代表您願受本契約與該產品相關條款及條件之拘束。

2. 授予授權及存取。於本契約條款範圍內，花旗銀行授予您非排他、得撤銷、不可轉讓且有限度之授權，允許您根據本契約的條款且僅為 貴公司關於交易之內部業務目的，存取、使用本系統及本系統內容，但您必須為：(a)貴公司之員工（或 貴公司之授權代理人（如適用））；(b) 貴公司為本契約之目的所指定之授權代表人；及(c)經花旗銀行許可得使用本系統（下「授權用戶」）。花旗銀行無須通知，即得自行決定暫停、修改或限制您存取本系統及/或本系統內容。花旗銀行亦得限制您透過本系統進行交易的權限，或拒絕透過本系統與您進行交易。您應自行準備執行及存取本系統所需的所有硬體、軟體、電話或其他通訊設備和服務。您不得因故意或過失將任何電腦病毒、蠕蟲或其他有害之程式碼引入本系統，或允許任何電腦病毒、蠕蟲或其他有害之程式碼進入本系統，且您將採用商業上合理的安全措施防止任何電腦病毒、蠕蟲或其他有害程式碼進入本系統。您不得試圖存取您未經花旗銀行明確授權使用的訊息或應用軟體，且若您無意中存取了該等訊息或應用軟體，您同意不使用、散布、重製、再散布或解碼任何該等訊息或應用軟體。

3. 安全程序。您必須使用花旗銀行提供予您或隨時設置的獨特用戶身份證明、數位憑證、授權碼、密碼及其他身份識別裝置（合稱「安全程序」）。您應保管提供予您的安全程序，且不得授權或允許他人存取本系統及/或任何本系統內容。您不得更改、刪除、使失效或規避任何安全程序，亦不得協助或允許任何人更改、刪除、使失效或規避任何安全程序，且您應為任何該等情況承擔全部責任。若您發現任何未經授權對本系統和/或任何本系統內容的存取或使用，或指派給您的安全程序遺失或被盜，您應立即通知花旗銀行。 貴公司將向花旗銀行提供並更新花旗銀行就各該授權用戶隨時合理要求的所有訊息，且若授權用戶可進行的存取有不當之處， 貴公司同意立即依安全程序中所載之方式通知花旗銀行。任何更改或終止您或任何授權用戶的存取，不應使在該等更改或終止生效前發出的任何指令（定義如下）或締結之交易變為無效。

4. 本系統使用。

(a) 使用本系統時，您應遵守於所有適用之國內外法律、法令、規則、規章、政府或主管機關之命令、與主管機關之約定、或主管機關間的約定以及主管機關之解釋（下稱「所適用法律」）。您應確保您可合法存取和使用本系統及本系統所提供或透過本系統提供的服務和內容。您同意花旗銀行得推定，且您聲明，任何人使用您的安全程序所發出的任何指令均為：(a)您所發出；(b)依本行記錄，係由與您有關之地點（包括國家、州、省或其他司法管轄領域）發出；及(c)經 貴公司授權所發出。只要您被授權存取、使用本系統，您聲明與保證：

(i) 您使用系統應僅為您自身營業之目的，且應遵守本契約、任何本系統相關手冊及所適用法律；

(ii) 您不會使用本系統或本系統的任何特性公布或傳播不當訊息，包括但不限於可能被視為淫穢、毀謗、騷擾、詐欺或中傷的任何訊息，或公布或傳播任何侵犯隱私或商業形象權或侵犯任何著作權、商標、服務標章或其他所有權的訊息、軟體或其他物件；

(iii) 您已經使用經合理設計且用於防免本系統之未授權使用或不當使用之安全系統及程序，並應確保授權用戶及所有其他員工遵守所有該等安全措施；

(iv) 關於您使用本系統、透過本系統進行任何交易及履行您於交易和本契約之義務，您已經取得或將取得並保有所適用法律要求之所有通知、授權及許可，並將向主管機關提供所有該等訊息；

(v) 您將為您或您未能依本契約之要求遵守並保護安全程序而得以存取本系統之任何其他人或實體之使用或不當使用本系統，負全部責任。

(b) 若您為代理人，您進一步聲明並保證：

(i) 您有充分權限代表 貴公司簽署本契約（包括但不限於做出本契約第4條之保證）、代表 貴公司存取並使用本系統及使用 貴公司之資源履行您因該等存取和使用而產生的任何義務；

(ii) 於代表 貴公司進行任何交易時，您無任何理由認為 貴公司無法履行該等交易下之義務；

(iii) 於代表 貴公司進行任何交易時，您無任何理由認為 貴公司進行該等交易受到任何所適用法律之限制或禁止，包括但不限於聯合國、美國、英國或歐盟之任何限制或禁止。

(c) 花旗銀行聲明並保證：

(i) 其應根據本契約的條款及所適用法律向您提供本系統；

(ii) 其應盡商業上合理的努力實施，並使用適當的安全技術，以確保本系統的完整性；

(iii) 其已取得並將保有所適用法律規範的所有授權及核准，該等授權及核准使其得提供您本系統、使其得透過本系統進行任何交易，並履行其於該等交易及本契約之義務。儘管有前述規定，您理解並同意花旗銀行可能並未於所有司法管轄領域均獲得執照、註冊、授權或許可，且您將負責確保您在任何司法管轄領域使用本系統從事之活動均遵守所適用法律。

5. 國家通知。若您位於本契約後附之國家附件所列之任一司法管轄領域，或您與任何所列司法管轄領域的花旗銀行或花旗銀行關係企業進行交易，則您亦應適用國家附件中另行就該司法管轄領域所訂之條款。若國家附件之條款和本契約衝突，應以與所適用司法管轄領域有關之國家附件條款為準。

為增加或修改特定司法管轄領域的條款，或增加新司法管轄領域的條款，花旗銀行得隨時修訂國家附件。花旗銀行僅於國家附件之修訂影響您的情況下通知您該等修訂。

6. 指令與交易。您及 貴公司應就所有與您的身分及/或與提供予您的安全程序相關，而透過本系統發出之所有指令、訊息、口頭溝通、電報、傳真或其他通訊（包括買賣及報價）（下稱「指令」）負責，且該等指令對您及貴公司有拘束力。您自行承擔傳送指令予花旗銀行之風險，並同意花旗銀行於處理任何指令前，無須確認其已收到該指令。在花旗銀行向您發送接受交易的確認（包括執行匯率）前，您與花旗銀行間不存在具有約束力的交易。您理解並同意，花旗銀行將盡最大努力接受及處理您的指示。花旗銀行得全權決定是否拒絕依任何指令行動，且得隨時限制某些金融工具之交易。花旗銀行得拒絕、取消或撤回任何透過本系統執行之任一交易，或修改或變更任一交易之條件，包括但不限於 1)所執行的交易是基於在一段市場波動及/或市場流動性緊縮期間的錯誤的匯率或價格、違背或違反任何法律或法規的情形或非法或不適當的情形及/或 2.該確認書係因系統錯誤所產生。任何於本段(第 6 段)所提及之拒絕、取消、撤回、修改或變更將會於可合理執行之期間內盡速傳達於您，且若交易之條件有修改或變更，與該修改或變更有關之確認書之效力應優於原確認書，並成為有優先拘束力交易紀錄。交易之簡訊通知或推播通知不應構成交易的確認。您持續同意、聲明並保證：

(a) 貴公司係以自己名義從事活動，且應以本人之身份，對您透過本系統進行的所有交易以及透過本系統、傳真、電子郵件或 SWIFT 訊息所發出給您的指定傳真號碼、電子郵件或 SWIFT 地址的交易確認（下稱「確認書」）負責，您並於此同意接受因選擇這些通訊方式所可能產生之風險； 貴公司有完全的權力、能力、權限和法律上權利進行交易及/或簽署確認書；交易及/或確認書構成 貴公司合法、有效及具有拘束力之義務，且根據其條款得予以強制執行；若您作為代理人，第 6(a)條之「貴公司」應僅指您所代理的委任人，而非您或您的雇主，但前提是您已經通知花旗銀行您為代理人，且已提供花旗銀行合理充分之證據證明您有權代表您的委任人使用本系統；

(b) 貴公司有能力（自行或依獨立專業之意見）評估並理解任何交易的條款、條件及風險，且理解並接受任何交易的條款、條件及風險； 貴公司亦有能力承擔，並將承擔任何交易之財務和其他風險；各該指令：(i)以您的經驗及專業知識、安全控制和財務狀況而言為適當的；(ii)符合所適用法律；且(iii)依 貴公司所適用之治理規範及內部政策或程序進行；

(c) 貴公司使用演算法策略之目的僅限於其內部需求，且須符合本契約之條款與條件，並遵守相關法律。您將根據所有您可獲得之資訊，獨立地評估使用任何單一演算法策略及相關參數的妥適性。您將會獨立地評估使用任何單一演算法策略的風險，包含: (i)因市場情況可能造成演算法無法基於其策略、參數、風險控制或交易對手的期待而正常運作之風險; (ii)其他市場參與者透過以流動性作為演算基礎的系統進行交易時，對於演算法交易執行所帶來的潛在影響;以及(iii)潛在風險，包含科技性或操作性延遲的遲延風險、源自於任何來源的任何程度之故障或失效(包含但不限於外部及/或內部系統及您的交易連線或介面)。

美商花旗銀行股份有限公司（或其關係企業）於任何交易均為交易對手，而非 貴公司的經紀人、代理人、受託人、顧問或任何扮演類似功能之職稱，並進一步理解及同意花旗銀行將會秉持善意接受及處理您的指令。對於任何交易是否為適當及依相關因素（包括所涉金融工具的經濟特性、金融工具的複雜性及相關市場、信用和貨幣風險）獨立評價，您應自行判斷（或根據您認為必要而指派之顧問之意見）並做出所有交易決定； 貴公司並未依賴美商花旗銀行股份有限公司或其關係企業的任何（書面或口頭）通訊作為投資建議或進行任何交易之推介，且 貴公司理解與任何交易條款相關的訊息和說明，不應被視為投資建議或進行任何交易之推介； 貴公司並未自美商花旗銀行股份有限公司或其關係企業收到關於任何交易預期結果的任何保證或擔保； 您明示承諾您使用本系統之任何目的將不會違反法律或命令，或使用本系統的方式將不會可能造成以下情形：(i) 產生操縱或扭曲市場的效果；(ii) 對於物品或任何標的資產或相關金融工具的價格、數量或供給、需求的程度，造成錯誤或誤導的印象； (iii) 與商業目的無關之交易(意即”沖洗交易”)；(iv) 協助資訊之錯誤使用; (v) 擬登入交易或清算系統造成任何侵害或損害;或(vi) 在花旗銀行的認知裡，濫用或不公平地利用本系統或市場的性質或特性;

(d) 若 貴公司與美商花旗銀行股份有限公司特定分行或花旗銀行關係企業（其為 貴公司所交易之對象）已簽署或視為已簽署任何透過本系統從事之交易類型所適用之 ISDA 或其他主契約，或您在簽訂本契約後，再簽署任何 ISDA 合約或其他您使用本系統所適用之主契約，應視為確認書符合該主契約之條款及與該花旗銀行實體間納入該等主契約條款的任何交易確認書（視情況而定）；

(e) 貴公司了解並同意(i) 任何透過有錄音的電話通訊所進行的交易，係一從該通話日起，具有法律上拘束力之交易; (ii) 隨後的確認書，僅作為有效且具拘束力的口頭合意之書面證據; 以及(iii) 未履行確認書之交換並不會使以口頭方式進行的交易無效。

(f) 當花旗銀行與您進行交易時，花旗銀行可能會依相關法律所要求或依政府機構及主管機關或其他任何監理機構或行政機構之命令、指令，或有關報告及/或交易的保留或類似的資訊而提供、公開或報告有關交易或執行的資訊(可能包含有關於您的資訊) 的要求 ，提供給在任何國內外管轄權所及之主管機關或負責訴追的、稅務或政府機關，或行政機構，或中央銀行及/或其他人。

(g) 當花旗銀行收到或隨後收到您明確的同意進行交易，花旗銀行得以透過電子郵件、PDF 文件或其他紙本以外的耐久媒介提供您相關資訊。在您的明確同意下，花旗銀行亦得在您已被我們通知的情況下，於網站上提供某些非直接傳達給您的資訊。

7. 結算及給付。除所適用法律另有規定外，您同意給付就您使用本系統達成的任何交易於其到期時應給付之全部款項，而不考慮您或 貴公司對花旗銀行可能享有的任何抵銷或反訴，且該款項不應受稅捐影響，亦不應被扣繳或扣減任何形式之稅額。您應就使用演算法策略來執行任何交易而向花旗銀行給付一筆費用(下稱”使用費”)。使用費之費率應以雙方書面同意為準，然而花旗銀行得隨時自行判斷市場條件(包含有關於流動性、波動性、利率、匯率管制或是影響相關匯率的貨幣政策改變)已經或有可能會發生變化(無論長期或短期)而決定更改適用之使用費率。花旗銀行僅於到期日當日或之前，收到（或由花旗銀行之結算代理人確認收到）您

或您的代表於該等到期日應交付之所有必要文件、資金或金融工具時，始就交易負結算義務。花旗銀行得依法律的要求而自應給付的費用中進行扣繳或扣減。您將承擔所有稅務與類似稅務或有關於您透過本系統執行交易的應付款項，並且若稅費係由花旗銀行或其關係企業所承擔且未被扣繳或扣減，則您將補償花旗銀行或其關係企業該等稅費。於合約存續期間內，您將就所有與稅務有關之索賠要求，賠償花旗銀行及其關係企業。花旗銀行及其關係企業將不會對於任何由政府或監理機關所做出有關稅務的要求提出抗辯。您同意，花旗銀行就交易應負之所有義務，僅由與 貴公司進行交易的美商花旗銀行股份有限公司特定分行或花旗銀行關係企業承擔，並受該分行或相關花旗銀行關係企業所在國家之法律（包括任何政府行為、命令、法令及規則）之限制，且該分行或關係企業因其無法控制的其他事件而無法履行義務時應予以免責。在此情況下， 貴公司應無權就該等未履行義務或未履行義務的潛在威脅，向總行、其他分行、子公司或花旗銀行關係企業請求賠償其損失、損害或其他結果。花旗銀行不就花旗銀行代表您所收取且經第三方扣減或扣繳的費用負責。

8. 研究及計算功能。若花旗銀行透過本系統向您提供研究，任何該等研究得未經通知進行修改或撤銷，且不構成花旗銀行提供法律、會計、稅務或投資建議，不構成對產品或交易之購買、出售或持有之招攬或推介，亦不構成任何交易策略或產品係適合您的陳述。於進行該等研究時，花旗銀行未考慮任何特定人之投資目標、財務狀況或特殊需求，且不提供客製化之投資建議或推介。您同意並確認：(a)花旗銀行無向您提供研究刊物或推介之義務；(b)若您收到研究刊物或推介資料，您未必係與花旗銀行的其他客戶同時收到；且(c)花旗銀行與您或為您進行交易或處理其他事務時，無義務考慮任何研究刊物或推介資料，或任何研究刊物或推介資料所依據之資料。本系統部分功能，包括但不限於有關新型選擇權之部分，不得進行實際交易，而僅透過操作以提供理論上價值或價格。您理解並同意，該等您無法據此而進行交易之價格或價值（下稱「非交易價值」）係僅供參考，以便您考量假設之情況。該非交易價值均「依現狀」提供，且花旗銀行並未對該等非交易價值或您可取得計算的效用或正確性作出聲明或保證。花旗銀行不就您因使用非交易價值或對非交易價值的依賴而造成任何損失負責或承擔責任。

本系統可能包括計算器、分析工具、函數、信號、資訊、觀點、評論(例如:時事、客製化及/或衍生性市場資訊及市場流動性指標)及/或其他工具（合稱為「**計算器**」）以便於您考量假設之情況（包括但不限於假設的避險對價）及實際執行。花旗銀行未就用以開發計算器和及/或計算器使用之演算法、程序、概念及/或任何其他資訊作出聲明或保證。

您須自行負責獨立評估避險訊號、任何其他該等計算器產生之訊息，及您輸入計算器的訊息（合稱為「您的計算器訊息」）。您的計算器訊息為本系統內容之一部分。花旗銀行未聲明與保證您的計算器訊息之完整性、充分性、適當性、準確性、即時性及/或效用。花旗銀行不會保存您的計算器訊息之永久記錄或其他記錄。您及 貴公司同意將自行安排，以滿足您對存取您的計算器訊息之需求。

就您使用計算器和您的計算器訊息，您聲明、同意並確認：

(a) 您不會就關於投資、稅務、法律或會計事項（包括計算器或您的計算器訊息適當與否之決定）的任何建議依賴花旗銀行，您已尋求並將依賴您自身的專業人士和顧問對於投資、稅務、法律或會計事項的建議，且您將基於該等建議作出獨立分析及決定；

(b) 花旗銀行未曾且亦未透過計算器或其他方式針對您的計算器訊息提供任何個人推介；

(c) 您（內部決定或透過獨立專業建議）有能力評估並瞭解您的計算器訊息的價值；且

(d) 您將（不依賴花旗銀行）根據您的計算器訊息，決定進行任何交易的經濟風險和價值及投資、法律、稅務和會計之特性和結果，及/或採取、進行、改變、開始、終止、採取或停止採取任何行動，且您能夠承擔該等風險。

(e) 您的計算器訊息應視為屬於您的機密資訊。花旗銀行將會限制其員工、代理人與提供或管理特定計算器服務的承包商存取您的計算器訊息。以上所述之人員，可能同時於花旗銀行或其關係企業從事外匯銷售與交易業務(下稱「業務人員」)。花旗銀行在允許業務人員存取您的任何計算器訊息前，將會提供存取的理由，並獲得您的書面同意。任何的訊息存取將僅於您的同意範圍內執行。您得於任何時候，以書面方式通知花旗銀行終止或限制業務人員存取您的計算器訊息。

9. 權利保留。在您與花旗銀行之間，花旗銀行於全球各地就使用本系統或所有本系統內容擁有具排他性之授權及/或權利(包含但不限於任何本系統內有專屬於花旗之演算法)，及所有相關之著作權、商標權、服務標章、專利權、營業秘密及任何其他智慧財產權（無論已註冊或未註冊，亦包括申請案）。您不會因根據本契約的條款給予您存取及/或使用本系統和本系統內容的有限授權，而取得前述任何權利、所有權或利益。您不應(i)向任何第三方揭露、出售、出租、轉讓、創造衍生品、重製、再散布或散布本系統或本系統內容之一部或全部，或(ii)於所適用法律明文許可之範圍外，對本系統或本系統內容進行複製、修改、解碼或反向工程。您不會移除、遮蔽或改變本系統或本系統內容所包含的所有著作權或其他通知或說明。

10. 保證免責及責任限制。

本系統及所有本系統內容均「依現狀」及「按現有」提供。在所適用法律允許之最大範圍內，花旗銀行對於本系統、本系統內容或任何其他內容，未提供任何明示和默示的保證、條件、聲明或其他條款（包括關於符合之品質、符合特定目的、合適性或適銷性）。且在所適用法律允許的最大範圍內，花旗銀行對於未侵權亦不提供任何保證。

除本契約另有明文規定外，花旗銀行無義務更新任何本系統內容或更新透過本系統提供的訊息、亦無義務確保無錯誤或無病毒，且無義務提供不受干擾的服務或存取。花旗銀行未承諾更正或通知您於任何時間所知悉本系統內容或本系統呈現訊息之任何錯誤，花旗銀行亦未承諾通知您任何本系統內容、訊息或方法之變更。儘管花旗銀行可能指定本系統開放時間，花旗銀行有權未經通知，停止提供或更新本系統之全部或一部。

您確認以網際網路或其他網絡（無論為共用網路或私人網路）對本系統進行電子存取可能並不安全。花旗銀行對於所有非因花旗銀行之故意或重大過失所導致之安全違反，不負任何責任。

若本系統包含其他網站之連結，這些連結僅為了便利而提供，且花旗銀行不負任何責任，您應自行承擔使用該等連結之風險。花旗銀行未對於任何提供連結之網站、網站贊助商或網站內容予以認可或提供擔保。

除第11條另有規定外，且除有故意或重大過失外，花旗銀行及其關係企業、員工、代理人、授權或第三方訊息或服務提供商不應對您、您的關係企業、員工、代理人或任何第三人之損失或損害（包括但不限於因提供或使用（或無法使用）本系統及本系統內容所生或相關之利潤損失、間接的、特殊的、懲罰性的或衍生性之損失或損害，無論其屬於契約、侵權（包括過失）、法定的或任何其他損失或損害，即使已被告知其可能性，承擔任何責任。

於上開規定不受到限制的前提下，在不向您收取額外費用之可能範圍內，花旗銀行得進行錯誤改正及/或按同意的價格重新處理一筆已同意之交易。此為您就該等錯誤之唯一救濟（且為花旗銀行唯一的責任）。

本契約的內容不應被解釋為限制或排除因過失造成的死亡或人身傷害責任、欺詐性錯誤陳述的責任或依所適用法律無法排除或限制之其他責任。

11. 未侵權及賠償。花旗銀行應賠償您依本契約之許可使用本系統時，因本系統侵犯任何專利、著作權或第三人之其他所有權所受之請求，並使您免受損害，惟您必須立即通知花旗銀行該等請求，並允許花旗銀行自行決定就該等請求之抗辯或和解，而您於該等抗辯中應完全配合花旗銀行。若聲稱的侵權係因使用未經花旗銀行明確許可之第三方系統所致，或係因您以任何方式修改本系統所致，則不得適用本賠償。花旗銀行就其他事項不提供任何其他補償。受限於花旗銀行的前述補償，您同意就因(a)您使用或不能使用本系統或任何本系統內容（包括發出指令），或(b)您對本契約的任何違反，而使花旗銀行及花旗銀行的關係企業、員工和代理人直接或間接產生的任何索賠、損害、損失、費用或責任進行賠償、抗辯，並使其免受損害。

12. 保密與資料使用。

(a) 您及花旗銀行同意，本契約各方當事人應就因使用本系統知悉任何他方之相關訊息、其投資策略、持有部位、或其產品或服務、任何軟體、其他技術、或智慧財產權，及接收方知悉或應合理知悉他方視為保密或專有的任何機密及/或個人訊息（合稱「機密訊息」）予以保密（包括於您存取本系統之期間及您終止存取本系統之後）。所有本系統內容均是花旗銀行排他性擁有的機密訊息。除本契約另有規定外，任何一方均無權向任何第三人轉讓或揭露另一方之機密訊息，或使用該等機密訊息。該等義務應不適用於以下訊息：(i)為公眾所知悉或成為可知悉之訊息（但以非因違反本契約所致者為限），(ii)一方自有權揭露該訊息之第三人合法獲得的訊息，(iii)一方未使用或參考另一方的機密訊息而單獨開發之訊息，或(iv)任何法院命令、傳票、行政命令、規則、規章或適用法律所要求的或依據本契約所進行揭露的訊息。您、 貴公司和花旗銀行均同意維持適當之安全程序，並採取合理的防範措施，以避免機密訊息之不當使用、未授權 之揭露或因疏忽被揭露或遺失。

(b) 您透過或藉由本系統或因本系統提交給花旗銀行或花旗銀行因此從您收集的所有訊息（包括所有註冊資料、點擊流量資料和交易資料）屬於花旗銀行的財產，且花旗銀行將不受限制地根據其商業慣例、適用法律及本契約的保密條款使用該等訊息。

(c) 若該等訊息與其他資料結合在一起或被共同處理，以致不能歸屬於您或與您相關，您同意花旗銀行可以自由地、不受限制地使用該等訊息。

(d) 您承諾於花旗銀行合理要求下，提供所有文件及其他資訊，並於前述資訊有重大變更時，於三十天內提供更新資訊予花旗銀行。

(e) 您進一步同意，花旗銀行可以向以下人士揭露有關您的保密訊息：(i) 為營運和維持本系統之運作，或為符合相關法律的規定，花旗銀行的任何服務提供商及服務提供商的任何承包商或代理人；及 (ii) 為評估對您及/或貴公司的信用曝險，或為管理您及/或 貴公司與花旗銀行及其關係企業的業務關係之目的或為符合相關法律之規定，而合理所需的花旗銀行的關係企業;與(iii)根據國內外之政府機關或監管主管單位、機關、法院或其他法庭之要求或此等政府機關根據法律的要求，惟花旗銀行應確保該等保密訊息的接收方(即本節(i)及(ii)所提及)，應受與花旗銀行使用本契約下保密訊息相同或類似的保密義務之約束。

(f) 您確認並同意，花旗銀行或任何被其指定的人士或代表，得監測並記錄您使用本系統的狀況，及監測並記錄與您及 貴公司的員工和代理人之間，有關本系統的使用及任何花旗銀行可能參與之交易所相關的電話交談和其他通訊。花旗銀行得在為符合相關法律的要求或主管機關規定之前提下，依照您的要求提供五年內的電話內容與其他通訊的紀錄。

(g) 您及花旗銀行知悉且同意您在第 12(b)條到第 12(c)條及第 12(e)條到第 12(f)條的同意，並不會被花旗銀行或其關係企業，用於認作於歐盟資料保護指令(95/46/EC)及任何用以執行該指令的法律、歐盟一般資料保護規範 2016/679(下稱「GDPR」) 及與 GDPR 針對資料主體(如 GDPR 中所定義或在可適用的資料保護法律及/或規定中最接近的用語)的個人資料提供相同(如 GDPR 所定義或在可適用的資料保護法律及/或規定中最接近的字眼)(保護程度之其他歐洲經濟區(除了列於國家清單內的亞太地區國家)以外國家的法律及/或規定，包含但不限於英國、根息島、以色列、澤西、摩洛哥、及瑞士(統稱「相關資料保護法律」)之資料保護法律或規定中處理資料的法律基礎。為了本契約的目的，相關資料保護法律不應包含國家附件中所列出的亞太地區國家的資料保護法律或規定，並且第 12(g)條不應適用於任何國家附件中所列出的亞太地區國家。

(h) 花旗銀行會監視與記錄所有使用者存取及/或使用本系統紀錄的內容、頻率及範圍，作為花旗銀行就持續發展與改進產品的政策之一環。花旗銀行僅以彙總與匿名的方式使用該等資料。

(i) 為了協助您使用系統或協助解決紛爭，花旗銀行將與您的電腦進行通訊，以決定您的電腦設定及/或環境，或將擷取您的電腦上的資訊或與交易有關且儲存在該電腦的資訊。

(j) 花旗銀行在本系統中保存與您的任何交易相關的資料（舉例而言，包括交易及查核紀錄），於遵守所適用法律或監管機構的規章所需的期間中，將由花旗銀行保存。

(k) 您及花旗銀行知悉且同意您在第 12(c)條及第 12(e)條到第 12(f)條的同意，並不會被花旗銀行或其關係企業用於認作於歐盟資料保護指令(95/46/EC)及任何用以執行該指令的法律、歐盟一般資料保護規範 2016/679(及其

隨後之修訂或被取代的法律)及任何英國、澤西或瑞士國內與上述歐盟資料保護規範提供同等保護程度之資料保護法律或規定(包含任何有關該法律及/或規定的修訂或補充或取代)中處理個人資料合法性的依據。

13. 資料保護通知。

(a) 在上述第 12 條規定不受限制的前提下，透過使用本系統，您同意，花旗銀行為了向您提供本系統以及相關服務或訊息、管理相關業務及符合相關法律之目的：

(i)花旗銀行得為提供本系統及相關服務或訊息、及告知您本系統相關發展、或您對本系統的使用之目的，使用您、 貴公司之員工或代理人所提交的您、 貴公司、您的及/或您的公司使用本系統相關的個人資料；

(ii)就有關您及/或 貴公司使用本系統及花旗銀行營運本系統，及花旗銀行與您和 貴公司的往來關係，花旗銀行有權處理任何該等個人資料，並將其傳遞給位於世界各地(包含資料隱私保護程度未達歐盟標準的歐洲經濟區以外的地區)的花旗銀行關係企業、代理人、分包商或第三方(包含於以下(i)到(v)所列出的第三方)，包括但不限於以下目的：(i)履行對政府部門或監管機構之義務；(ii)遵守任何適用法律，包括但不限於稅務及反洗錢法令； (iii) 將花旗銀行與本系統營運或使用有關之的日常營運功能指派或分包予第三人；(iv)監測就您使用本系統而提供予您之服務，無論該等監測係由花旗銀行或第三人進行；及(v)與徵信及信用訊息機構通訊；及

(b) 若任何屬於您或 貴公司員工或其他個人或法人(下稱「個人資料」)的個人資料（包括敏感的個人資料）由您或經由您提供予花旗銀行，您聲明並保證(在花旗銀行及其關係企業為遵守適用法律的要求而使用該等個人資料的情況下)，該等人知悉並明確同意該等個人資料得於上開及下述規定內使用，且您同意，就您違反此聲明與保證而導致的任何損失或損害，為花旗銀行及其關係企業進行抗辯，並對其賠償;並且

(c) 您知悉花旗銀行可能就有關使用個人資料及與資料保護之事宜，另於本系統上提供隱私聲明之公告。

(d) 您及花旗銀行知悉並同意第 13(a)條並不會被花旗銀行或其任何關係企業用以作為資料保護有關法律下處理資料的法律依據，且第 13(d)條並不適用於國家附件中所列出任何的亞太地區國家。

14. 與花旗銀行的其他契約。本契約對您和花旗銀行之間的所有適用主契約、營業條款和任何交易確認書進行補充。若本契約與您和花旗銀行間的任何該等其他契約或營業條款不一致，則於您使用本系統之範圍內，以本契約的條款為準。本契約英文版本若有與其他任何語言翻譯版本不一致，應以英文版本為準。

15. 制裁與出口限制。於未限制您遵守適用法律義務的一般性義務的前提下，您特此同意，遵守出口法律法規（包括但不限於美國出口管理條例（the U.S. Export Administration Regulations）之規範，且將促使您的員工及代理人遵守該等規範。除經美國條例或出口許可授權外，您同意，您不應直接或間接地出口、再出口或下載自花旗集團取得之任何軟體、資料或技術至下述國家或對象，且您亦不應允許該等軟體、資料或技術的直接產品直接或間接地出口或再出口至 (a) 隨時修訂的商務部出口管理條例（Export Administration Regulations）(參見 http://www.bxa.doc.gov)Country Group E:2 中的任何國家，或受外國資產管制辦公室(the Office of Foreign Assets Control，參見 http://www.treas.gov/ofac/)實施制裁的任何其他國家；或(b)隨時修訂的出口管理條例（Export Administration Regulations）Country Group D:1 中任何國家的任何非民事（即：軍事）終端用戶，或位於該等國家的非民事終端用戶。您理解美國以外的國家可能限制加強加密產品的進口或使用，且您同意您將獨自負責遵守任何該等進口或使用限制。

16. 其他事項。

(a) 若本契約的任何具體條款被認定為無執行力，該等決定不應影響本契約任何其他條款的合法性，且所有該等條款應當在適用法律的最大範圍內被解釋為具執行力。

(b) 您不得將本契約之部分或全部轉讓給任何其他人。花旗銀行可以自行決定將本契約轉讓給控制花旗銀行、被花旗銀行控制或與花旗銀行處於同一控制之下的任何人士或實體，或取得花旗銀行絕大部分業務資產的任何實體。

(c) 本契約要求或允許的所有通知及其他通訊應為書面，且應以專人親自遞送、郵資預付的掛號信或經認可的跨夜外遞的方式發送至雙方書面指定的人士和地址。與花旗銀行之間以電子郵件或即時通訊方式進行的通訊，於任何情況下均無法構成本契約下任何目的的有效通知。

(d) 本契約各條之標題僅為便利之目的所設，其非本契約的一部分，且不得用以解釋本契約。本契約得以副本的方式簽署，每一副本均視為原件，且所有副本共同構成一份且相同的文件。

(e) 本契約對本契約各方及其被允許的受讓人具有約束力及僅為其利益而達成。本契約無意賦予、亦不應賦予任何其他人士或實體在本契約下或因本契約而享有之任何法律上的或衡平法上任何性質的權利、利益或救濟。本契約不應被解釋為任何一方同意成為另一方的合作方、設立任何合資企業或任何其他形式的法律實體，而使得一方為另一方的作為或不作為承擔任何責任，也不應被解釋為給予任何一方任何權利、權力或授權（明示或默示），以代表另一方創設任何責任或義務。

(f) 除經各方授權代表書面簽署外，不得修改本契約。

17. 期限和終止。本契約應自您接受之日起生效，並於依本條規定終止前持續有效。任何一方均有權自行決定終止本契約，但應提前 30 天書面通知另一方。若任何一方重大違反本契約的任何條款，非違約方有權以書面通知另一方終止本契約，該等通知在其收到後次一個營業日生效。如有下列任一情形，花旗銀行有權隨時經書面通知立即終止本契約：(a)您到期未支付與交易相關的任何款項，(b)您開始或由他人開始就您清算、停業或解散指派受託人、接管人或管理人之程序，或就您債務重整、和解或安排之程序，或(c)您違反與花旗銀行或花旗銀行的任何關係企業間的任何其他契約下的任何重要義務。任何終止均不應影響任何一方在該終止之前進行的指令或交易之任何權利及義務。

18. 管轄法律與司法管轄。因本契約條款及因本契約條款所生或與其相關之非契約義務，均受英格蘭及威爾斯之法律管轄，並依據其進行解釋。為本行之利益，您不可撤回地將該等條款因本契約條款所生或與其相關的非契約義務之成立、生效、解釋或履行所生或相關爭議提交至英國法院管轄，英國法院將對此享有管轄權，且您拋棄提出不便法院之抗辯。若您於英格蘭或威爾斯沒有固定營業場所，您應於英格蘭或者威爾斯設有法定送達代理人，並將該等法定送達代理人告知本行，且在任何情況下，若向您的任何關聯企業在英格蘭和威爾斯的固定營業場所發送任何索賠申請表、命令、請求、判決或法律程序的其他通知，應視為已送達予您。

產品附件

CitiFX® Pulse

Citi Velocity SM

國家附件(中文節譯)

美國：

除另有規定和授權外，本系統由美商花旗銀行股份有限公司紐約分行提供使用。若您在美國境內或與花旗銀行有限公司紐約分行進行交易，本契約之準據法為美國聯邦法律及美國紐約州法律，並依此解釋本契約，且不適用衝突法原則及本契約第 18 條規定。為雙方之利益，您同意受紐約曼哈頓地區聯邦法院之管轄且不得撤回；該法院之管轄權包括處理因本契約或因本契約之成立、生效、解釋或履行所生之的一切爭議，且您拋棄在該等法院進行之訴訟程序中提出不便法院之抗辯。

歐洲經濟區國家及瑞士，不包括法國和葡萄牙：

您在本契約中的交易對手為美商花旗銀行股份有限公司倫敦分行，並由該分行向您提供本系統。此處之花旗銀行均指美商花旗銀行股份有限公司倫敦分行。除 貴公司與有關花旗銀行機構就特定交易或產品（例如在 ISDA 主契約中）另有約定外，您透過本系統達成的所有交易，將由花旗集團全球市場有限公司、花旗集團全球市場英國資產有限公司、花旗銀行有限公司倫敦分行、花旗銀行國際公共有限公司的專業客戶及適格交易對手經濟條款管轄。**儘管有第 18 條規定，本契約之準據法為英格蘭及威爾斯法律，排除衝突法原則並依此解釋本契約。**您同意花旗銀行得全權向前述有管轄權法院聲請對本契約的強制執行。

盧森堡：

若 貴公司係根據盧森堡法律設立，則本契約中的「您」，應指您係僅以且排他地以 貴公司代理人的身分行事，且您依本契約不對花旗銀行承擔任何個人責任。

亞太地區國家：C

下列產品由下表各該司法管轄領域所載之美商花旗銀行股份有限公司之分行或花旗銀行之關係企業所提供，且該等產品相關之本系統係由該等事業向您提供。

產品：CitiFX Pulse	
司法管轄領域	**花旗銀行機構**
新加坡	花旗銀行有限公司新加坡
韓國	花旗銀行韓國股份有限公司
香港	花旗銀行有限公司香港 於「香港」部分下所列明的其他條款及條件亦應適用）
印度	花旗銀行有限公司孟買
中國	花旗銀行（中國）有限公司 （於「中國」部分下所列明的其他條款及條件亦應適用）
馬來西亞	花旗銀行有限公司 於「馬來西亞」部分下所列明的其他條款及條件亦應適用）
泰國	花旗銀行有限公司曼谷
印尼	花旗銀行有限公司印尼
菲律賓	花旗銀行有限公司菲律賓
越南	花旗銀行有限公司河內/胡志明市分行
日本	花旗銀行日本有限公司 於「日本」部分下所列明的其他條款及條件亦應適用）
台灣	花旗(台灣)銀行股份有限公司 於「台灣」部分下所列明的其他條款及條件亦應適用）

訊息揭露。在不影響本契約第12條、第13條之前提下，及各該當事人依普通法、成文法或以其他法令揭露他方訊息的權利之前提下，本契約各該當事人特此同意他方當事人得將關於該當事人、本契約、交易及確認書或與之相關的任何訊息（包括但不限於機密訊息）傳達及揭露予（1）他方當事人之總部或總公司、分支機構、子公司、代表處、關係企業及任何一方的代理人，及前述訊息接受者所選定的第三人（無論其所在地位於何處），並以保密之方式使用訊息（包括與任何服務相關之條款，及資料處理、統計與風險分析等目的）；及（2）他方當事人移轉或轉讓（或可能移轉或轉讓）其在本契約下全部或部分權利、利益與義務之任何人或該方當事人透過其進行上述移轉或轉讓（或可能移轉或轉讓）之任何人，或他方當事人與之進行（或可能進行）或透過其進行（或可能進行）關於本契約、交易或確認書之任何從屬參與交易或相類似交易之任何人，或他方當事人與之進行（或可能進行）或透過其進行（或可能進行）涉及本契約、交易或確認書而產生給付或收受款項之其他交易之任何人。各該當事人及依前述可從該方當事人獲得訊息者，均可根據任何法律、法院、監管機構、訴訟程序、股票交易所、清算機構、交易資料保存機構或自律機構、國內外法律上及/或法規管理上之義務或請求或與國內外政府機關或其指定機構所簽訂之協議(包括向法院、法庭，及/或法定機關、主管機關、稅務機關及其他政府機關所為之揭露)之要求或為促使任何義務之履行（無論係因契約約定或因其他方式產生之義務），移轉或揭露該等訊息。本條款並非、亦不應視為雙方當事人明示或暗示地合意創設較所適用法規更嚴格的保密契約。此外，本條款（無論在本契約簽署日之前或之後作成）係僅補充，而非取代，雙方已同意他方當事人取得較本契約規定更廣泛揭露訊息權利之其他條款。您復同意，無論該訊息是否係因本契約或交易而取得、或與本契約或交易有關，花旗銀行、花旗銀行總部或總公司、分支機構、子公司、代表處及關係企業得依本條款所述的方式及限制，將透過與您的交易或處理而獲得與您有關之訊息移轉及揭露予上述機構。

其他司法管轄領域及交易對手：

若 貴公司在花旗集團某一關係企業之帳戶或其他契約關係，並未受前述透過本系統所提供之一項或多項產品所涵蓋，而該等產品係由與您建立企業帳戶或契約關係之該花旗集團關係企業所提供者，任何您對該等產品的互動應被視為向該花旗集團關係企業為之，且就該等產品而言， 貴公司之交易對手為該花旗集團關係企業。若 貴公司並未在任何一家花旗集團關係企業開立帳戶，亦與其無任何契約關係，則 貴公司透過本系統達成交易之交易對手，為向您提供本系統的花旗集團關係企業。

台灣

1. 貴公司知悉花旗(台灣)商業銀行股份有限公司(以下稱「花旗台灣」)透過 CitiFX Pulse 所提供之任何服務均無涉及新台幣。
2. 除非於此處或於個人資料告知書(如下所定義)中另外說明， 貴公司於此不可撤回地及無條件地同意以下事項:

   花旗集團的全球或區域總部為了監督其關係企業而做的商業決策或風險控制(例如:全球/區域總部的分層負責政策、商業統計、分析與計畫、內部控制與審計、監督與帳戶管理、帳戶之檢查與調整帳戶、客戶管理、風險管理(包含但不限於信用風險、營運風險、資訊安全管理、市場風險、流動性風險、法律或監管風險等)，顧問或其他服務的提供、全球系統的開發、監控與維護)，花旗台灣得就為履行本契約下提供 貴公司服務，傳輸或揭露機密訊息予列於前述「訊息揭露」條款中第 1 項所列之花旗相關人士，該擁有「需要知道」的相關人士僅就為符合 貴公司與花旗台灣間所同意之目的或相關法律法規所允許的情況下蒐集、處理、傳輸或使用該機密訊息。

   為符合適用於花旗台灣的母公司(即美商花旗銀行股份有限公司)的法律規定 (包含但不限於美國的洗錢防制規定、遵守美國經濟制裁規定與配合全球打擊犯罪之目標、美國外國帳戶稅收遵從法(FATCA)或其他美國稅務法律法規、其他花旗台灣之母公司所在地政府所要求的財務與稅務報告)，花旗台灣得傳輸或揭露機密訊

息予列於前述「訊息揭露」條款中第 1 項款之花旗相關人士，該擁有「需要知道」的相關人士僅就為符合 貴公司與花旗台灣間所同意之目的或相關法律法規所允許的情況下蒐集、處理、傳輸或使用該機密訊息。

3. 在不影響本契約第 12 條、第 13 條之前提下，您及 貴公司確認已閱讀及充分知悉，且茲此同意花旗台灣得依花旗台灣個人資料蒐集、處理及利用個人資料告知書(下稱「告知書」)所載之內容，蒐集、處理、利用及國際傳輸您的及 貴公司資料(含過去已蒐集、處理、利用及國際傳輸者)。 貴公司聲明及保證，若 貴公司向花旗台灣交付其負責人、董事、監察人、股東、受益人、交易相對人、經理人、相關員工、授權人員等人之個人資料或指示前開人員向花旗台灣交付其個人資料或嗣後 貴公司人員有任何異動時， 貴公司均已向該個人提供本告知書，以使其受告知，並充分知悉，且同意本告知書之所有事項。

   花旗台灣有權隨時修改告知書，並以口頭、書面、電話、簡訊、電子郵件、傳真、電子文件或其他得直接或具體給予資料主體的方式，通知 貴公司及前述人員(包含但不限於透過前述方式提供網站使其得以參照告知書之內容)。請參照前述網站。

4. 貴公司同意花旗台灣得委託第三人(包含境內或境外之第三人)(參照附件一-委託第三方處理個人資料告知書事件)處理 貴公司與花旗台灣間之交易， 貴公司並同意花旗台灣得提供第三方有關 貴公司的交易資訊(下稱「顧客資訊」，此包含 貴公司的資料、任何個人資料，及 貴公司所提供有關 貴公司人員的交易資料)。花旗台灣應要求第三方依相關法律保護顧客資訊，並且第三方僅得於花旗台灣所要求或授權之範圍與目的內，使用顧客資訊。

5. 本契約第十八條應整條刪除，並以下列條款取代：

   本契約之解釋與適用，應以中華民國法律為準據法。您應遵守所有相關法律及規定。您不可撤回就因本契約所生或與本契約有關之紛爭提交至非專屬管轄法院台灣台北地方法院或任何其他由花旗台灣所選擇就因本契約所生爭端享有解決紛爭之管轄權之法院。

6. 若中文版與英文版有歧異者，應以英文版為準

行動交易條件附件(**Mobile Terms Annex**)

本附件將適用於您與 貴公司為交易及確認外匯與貴金屬即期、遠期、交換及/或選擇權交易，授權花旗銀行代表 貴公司透過本系統啟動使用行動交易功能(下稱「Mobile FX」)。

您與 貴公司知悉並同意:

(i) 任何及所有透過Mobile FX的交易都可能面臨額外的風險，而 貴公司承擔額外風險所產生的全部責任。

(ii) 貴公司的政策與程序允許透過Mobile FX進行交易;

(iii) 相比於貴公司透過其本身所有的資訊科技設施登入本系統，若貴公司透過非貴公司本身所有的資訊科技設施，經由網路或及他連線方式登入本系統，將可能會造成額外的通訊延遲或失敗;及/或可能會遭受攔截、損失或癱瘓等額外風險(例如:病毒或木馬程式);

(iv) 所有使用安全程序透過Mobile FX所傳達的指令的責任，由為 貴公司或代表貴公司進行交易的人員負責;

(v) Mobile FX之建立並非有意使位於任何國家或管轄權的任何人或任何組織於傳輸或使用Mobile FX時構成違反 貴公司政策、程序、規定或可適用法律; 貴公司將自行確保其登入本系統的合法性負責;

(vi) 認知並接受與以下事件有關的風險 (a) 越獄(例如:規避用以防止無線裝置與/或電話裝置(下稱「行動裝置」)下載及/或使用特定種類或類型的軟體應用程式的限制);與 (b) 安卓平台的開放性;

(vii) 將確保自行登入與/或交易於Mobile FX將僅於「未越獄」的行動裝置上使用; 若任何用於登入與/或交易於Mobile FX的行動裝置已越獄或係使用安卓系統， 貴公司將獨自為所有衍生後果負責，包含但不限於所有與該行動裝置有關的交易活動;

(viii) Mobile FX上的功能係本系統上功能的分支;

(ix) 花旗銀行得隨時修改、強化或限制Mobile FX的功能，不論有無進行通知或有無提供任何理由。

貴公司應確保賠償花旗銀行並使花旗銀行無損於任何的請求、損害、損失、成本、費用或責任直接或間接來自於(1) 貴公司的使用(包含代表第三方)或無法使用Mobile FX;(2) 任何違反Mobile FX;(3) 任何或所有來自於使用越獄的行動裝置或安裝安卓系統的行動裝置所造成的損失(包含結果損失);與(4) 任何 貴公司經授權或未經授權並使用 貴公司的安全程序以登入或交易於Mobile FX的人員的行動或指示。

您持續地同意、聲明並保證: (a) 貴公司已自行評估與了解前述與登入和/或使用Mobile FX之網路安全與機密性風險; 與(b) 接受任何及所有由 貴公司負責與安全程序有關的交易活動，均視為自身的責任。

若您點擊「我接受並同意」，代表您確實已經閱讀、理解並同意受本契約拘束。若您點擊「我不接受」，您將無法造訪本系統。