

## 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](http://www.citifx.com). To the extent that You execute a Transaction with Citibank based on a CitiFX Benchmark such Transaction shall be subject to the CitiFX Benchmark Notice as made available via the System or at [www.citifx.com](http://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

## PERJANJIAN PENGGUNA (USER) DAN PEMBERIAN AKSES ELEKTRONIK

MOHON MEMBACA PERJANJIAN PENGGUNA (USER) DAN PEMBERIAN AKSES ELEKTRONIK INI ("PERJANJIAN") DENGAN SEKSAMA. PERJANJIAN INI MENGATUR AKSES ANDA KE SERTA PENGGUNAAN DARI SATU ATAU LEBIH *PLATFORM ONLINE* UNTUK PERDAGANGAN VALUTA ASING DAN INFORMASI TERKAIT YANG DITAWARKAN OLEH CITIBANK ("SISTEM"). ANDA HARUS MENYETUJUI KETENTUAN-KETENTUAN DALAM PERJANJIAN INI SEBELUM ANDA DIBERIKAN AKSES KE SISTEM.

Perjanjian ini berisikan syarat-syarat dan ketentuan-ketentuan berdasarkan mana Anda dan pemberi kerja Anda ("**Perusahaan Anda**") yang, jika Anda adalah penasihat perdagangan pihak ketiga, manajer investasi atau agen lain ("**Agen**"), termasuk juga pihak utama (*principal*) Anda) diberikan akses ke Sistem dan diperbolehkan untuk menggunakan produk-produk dan layanan-layanan yang ditawarkan pada Sistem, antara lain pencarian informasi, data, perangkat analisa, perangkat lunak, video, suara, grafik, informasi harga dan konten lainnya yang tersedia pada Sistem ("**Konten Sistem**"), dan, jika diberlakukan, untuk melakukan transaksi dan memberikan konfirmasi atas transaksi-transaksi *spot, forward, swaps* dan/atau opsi valuta asing dan *Bullion* ("**Transaksi**"), yang dapat mencakup penggunaan algoritme-algoritme milik Citibank dan/atau algoritme-algoritme Citibank yang berlisensi (secara kolektif disebut "**Strategi-strategi Algo**") dan masing-masing disebut "**Strategi Algo**") sebagaimana dijelaskan dan tersedia melalui Sistem tau pada situs [www.citifx.com](http://www.citifx.com). Sepanjang Anda melakukan Transaksi dengan Citibank berdasarkan CitiFX Benchmark maka Transaksi tersebut tunduk pada Pemberitahuan CitiFX Benchmark sebagaimana tersedia melalui Sistem tau pada situs [www.citifx.com](http://www.citifx.com). Untuk tujuan dari Perjanjian ini, *Bullion* berarti emas, perak, platinum atau palladium. Perjanjian ini akan mengubah dan menggantikan setiap perjanjian sebelumnya yang dibuat oleh Anda atau Perusahaan Anda yang meliputi penggunaan dan akses Anda ke Sistem.

Rujukan kepada "**Anda**" atau ("**Milik Anda**") adalah kepada Anda sebagai individu atau, jika relevan, sebagai Agen dan kepada Perusahaan Anda, kecuali jika secara tegas diatur sebaliknya. Rujukan kepada "Citibank" adalah kepada Citibank, N.A. atau entitas-entitas terafiliasinya sebagaimana disebutkan dalam Lampiran Negara (sebagaimana didefinisikan dalam Pasal 5 di bawah ini) yang berlaku untuk Anda. Istilah "**Perjanjian**" meliputi batang tubuh Perjanjian ini, Lampiran Negara, Lampiran Syariah, Lampiran Ketentuan Penggunaan Melalui Telepon Seluler dan seluruh lampiran, pengungkapan, catatan atau disclaimer yang terdapat pada atau sehubungan dengan Sistem, yang masing-masing membentuk suatu kesatuan dan merupakan bagian yang tidak terpisahkan dari Perjanjian ini. Anda menyetujui bahwa Perjanjian ini dan setiap Instruksi (sebagaimana didefinisikan di bawah ini) dianggap sebagai "dalam bentuk tertulis" dan telah "ditandatangani" untuk semua tujuan dan akan memiliki kekuatan mengikat,

You.

keabsahan dan keberlakuan yang sama secara hukum, seolah-olah masing-masing daripadanya dibuat, ditandatangani dan disimpan dalam bentuk tertulis di kertas (asli). Kami akan memberikan kepada Anda pemberitahuan sebelumnya atas setiap lampiran atau perubahan signifikan atas Perjanjian ini yang berdampak kepada Anda.

**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.

**1. Penjelasan mengenai Layanan.** Sistem terdiri dari satu atau lebih produk yang terdaftar di Aneks Produk yang terlampir pada Perjanjian ini, yang secara lebih rinci dijelaskan dalam keterangan tertulis yang diberikan secara terpisah kepada Anda, dan yang dapat diubah dari waktu ke waktu berdasarkan kebijakan Citibank sendiri. Anda dapat mengakses dan menggunakan sebagian dari atau seluruh produk yang disetujui oleh Perusahaan Anda dan Citibank, dan ru

yang dimaksud, Anda menyetujui untuk tidak menggunakan atau menyebarkan, memperbanyak, mendistribusikan atau menguraikan setiap informasi atau aplikasi tersebut.

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.

3. **Prosedur Keamanan.** Anda wajib menggunakan identifikasi pengguna (*user*), sertifikat digital, kode akses, kata sandi dan alat identifikasi lain yang unik (secara bersama-sama “**Prosedur Keamanan**”) yang akan diberikan oleh Citibank kepada Anda atau dengan cara lainnya dibuat oleh Citibank dari waktu ke waktu. Anda akan menjaga Prosedur Keamanan yang diberikan kepada Anda, dan tidak akan memberikan wewenang atau memperbolehkan pihak lain untuk mengakses Sistem dan/atau Konten Sistem. Anda tidak akan mengubah, menghapus, mematikan atau dengan cara lainnya mengakali setiap Prosedur Keamanan atau membantu atau memperbolehkan pihak lain untuk melakukan hal-hal tersebut dan Anda akan secara penuh bertanggung jawab atas terjadinya kejadian tersebut. Anda akan memberitahu Citibank dengan segera apabila Anda mengetahui adanya akses ke atau penggunaan yang tidak berwenang atas Sistem dan/atau Konten Sistem, atau terjadinya kehilangan atau pencurian Prosedur Keamanan yang diberikan kepada Anda. Perusahaan Anda akan memberikan kepada Citibank dan menjaga keberlakuan seluruh informasi yang secara wajar diperlukan oleh Citibank dari waktu ke waktu sehubungan dengan setiap Pengguna (*User*) yang Berwenang dan Perusahaan Anda setuju untuk segera memberitahukan Citibank dengan cara apapun sebagaimana ditentukan dalam Prosedur Keamanan apabila akses yang tersedia bagi Pengguna (*User*) yang Berwenang tidak sesuai. Modifikasi atau pengakhiran akses terhadap Anda atau setiap Pengguna (*User*) yang Berwenang tidak akan mengakibatkan Instruksi (sebagaimana didefinisikan di bawah ini) apapun atau Transaksi yang telah dibuat sebelum berlakunya perubahan atau pengakhiran tersebut, menjadi tidak berlaku.

4. **Penggunaan Sistem.**

(a) Penggunaan Sistem oleh Anda tunduk pada seluruh hukum, perundang-undangan, aturan dan peraturan yang berlaku (baik domestik maupun asing), keputusan otoritas pemerintahan, pejabat hukum atau pembuat peraturan yang kompeten, perjanjian dengan atau antara otoritas tersebut dan penafsiran dari setiap otoritas tersebut (“**Hukum yang Berlaku**”). Anda bertanggungjawab untuk memastikan bahwa Anda secara hukum dapat mengakses dan menggunakan Sistem dan layanan serta konten yang ditawarkan dalam atau melalui Sistem. Anda menyetujui bahwa Citibank dapat berasumsi, dan Anda menyatakan, bahwa setiap Instruksi yang diberikan oleh seseorang yang menggunakan Prosedur Keamanan Anda adalah (a) berasal dari

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.

Anda; (b) berasal dari lokasi (termasuk negara, negara bagian, provinsi atau yurisdiksi lain) yang terasosiasi dengan Anda sesuai dengan catatan kami; dan (c) diberikan kewenangan oleh Perusahaan Anda. Anda menyatakan dan menjamin secara terus menerus bahwa selama Anda berwenang untuk mengakses dan menggunakan Sistem, bahwa:

- (i) Anda akan menggunakan Sistem hanya untuk tujuan kegiatan usaha Anda sendiri dan hanya apabila sesuai dengan Perjanjian ini, panduan Sistem yang berlaku, dan Hukum yang Berlaku;
- (ii) Anda tidak akan menggunakan Sistem atau fitur apapun dari Sistem untuk menampilkan atau mengirimkan informasi yang tidak patut, termasuk namun tidak terbatas pada informasi yang dapat dianggap tidak senonoh, memfitnah, melecehkan, menipu, atau menghujat, atau menampilkan atau mengirimkan informasi, perangkat lunak atau materi lainnya yang merupakan pelanggaran terhadap hak privasi atau hak publisitas, atau yang merupakan pelanggaran atas hak cipta, merek dagang, merek jasa, atau hak milik lainnya;
- (iii) Anda telah menerapkan sistem dan prosedur keamanan yang dirancang dan diterapkan secara wajar untuk menghindari penggunaan yang tidak berwenang atau penyalahgunaan Sistem dan akan memastikan bahwa Pengguna (*User*) yang Berwenang serta para karyawan lainnya mematuhi seluruh langkah keamanan tersebut;
- (iv) Anda telah atau akan memperoleh dan akan tetap menjaga seluruh pemberitahuan, pemberian kewenangan dan persetujuan serta akan menyediakan seluruh informasi kepada pihak yang mengaturnya sebagaimana diwajibkan berdasarkan Hukum yang Berlaku bagi Anda untuk dapat menggunakan Sistem dan melakukan Transaksi apapun melalui Sistem, dan melaksanakan kewajiban-kewajiban Anda berdasarkan Transaksi dan Perjanjian ini;
- (v) Anda akan bertanggungjawab secara penuh atas setiap penggunaan atau penyalahgunaan Sistem oleh Anda atau oleh individu atau entitas lain yang dapat mengakses Sistem sebagai akibat dari kegagalan Anda untuk memperhatikan dan menjaga Prosedur Keamanan sebagaimana diwajibkan oleh Perjanjian ini.

- (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
- (b) Dalam hal Anda bertindak sebagai Agen, Anda selanjutnya menyatakan dan menjamin bahwa:
- (i) Anda memiliki wewenang penuh untuk mengikatkan diri ke dalam Perjanjian ini (termasuk, namun tidak terbatas pada memberikan jaminan-jaminan dalam Pasal 4 ini) dan untuk mengakses serta menggunakan Sistem atas nama Perusahaan Anda dan untuk menggunakan sumber daya Perusahaan Anda untuk memenuhi setiap kewajiban yang ditimbulkan oleh Anda sehubungan dengan akses dan penggunaan tersebut;
  - (ii) dalam melakukan Transaksi apapun atas nama Perusahaan Anda, Anda tidak memiliki alasan untuk meyakini bahwa Perusahaan Anda tidak akan dapat melaksanakan kewajiban-kewajibannya berdasarkan Transaksi tersebut;
  - (iii) dalam melakukan Transaksi apapun atas nama Perusahaan Anda, Anda tidak memiliki alasan untuk meyakini bahwa Perusahaan Anda tunduk pada suatu pembatasan atau larangan untuk terlibat dalam Transaksi tersebut berdasarkan Hukum yang Berlaku, termasuk namun tidak terbatas pada pembatasan atau larangan yang dikeluarkan oleh Perserikatan Bangsa-Bangsa, Amerika Serikat, Inggris atau Uni Eropa.
- (c) Citibank menyatakan dan menjamin bahwa:
- (i) pihaknya akan menyediakan Sistem untuk Anda sesuai dengan ketentuan-ketentuan dalam Perjanjian ini dan Hukum yang Berlaku;
  - (ii) pihaknya akan menggunakan upaya yang wajar secara komersial untuk menerapkan dan menggunakan teknologi keamanan yang patut untuk memastikan integritas dari Sistem;
  - (iii) pihaknya telah memperoleh dan akan menjaga seluruh kewenangan dan persetujuan yang diwajibkan oleh Hukum yang Berlaku baginya untuk dapat menyediakan Sistem untuk Anda dan melakukan Transaksi melalui Sistem, serta melaksanakan kewajiban-kewajibannya berdasarkan Transaksi tersebut dan Perjanjian ini. Meskipun demikian, Anda memahami dan menyetujui bahwa Citibank mungkin tidak memiliki izin, terdaftar, berwenang, atau dengan cara lain diperbolehkan dalam semua yurisdiksi,

System in any jurisdiction is in accordance with Applicable Law.

dan Anda akan bertanggungjawab untuk memastikan bahwa aktifitas yang Anda lakukan dengan menggunakan Sistem dalam yurisdiksi manapun adalah sesuai dengan Hukum yang Berlaku.

- 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 communications, 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,

- 5. Pemberitahuan Negara.** Apabila Anda berada di salah satu yurisdiksi yang tercantum dalam Lampiran Negara yang terlampir pada Perjanjian ini, atau apabila Anda melakukan transaksi dengan Citibank atau afiliasi Citibank dalam salah satu yurisdiksi yang tercantum tersebut, maka ketentuan tambahan dalam Lampiran Negara yang khusus berlaku untuk yurisdiksi tersebut menjadi berlaku terhadap Anda. Dalam hal terdapat pertentangan antara ketentuan dalam Lampiran Negara dan Perjanjian ini, maka ketentuan dalam Lampiran Negara yang akan berlaku sehubungan dengan yurisdiksi tersebut.

Citibank dapat dari waktu ke waktu mengubah Lampiran Negara, menambah atau mengubah ketentuan untuk suatu yurisdiksi tertentu atau menambahkan ketentuan sehubungan dengan yurisdiksi-yurisdiksi baru. Citibank akan memberikan pemberitahuan kepada Anda hanya mengenai perubahan-perubahan terhadap Lampiran Negara yang dapat berpengaruh terhadap Anda.

- 6. Instruksi dan Transaksi.** Anda dan Perusahaan Anda bertanggung jawab atas seluruh instruksi, pesan, komunikasi lisan, telex, faksimili atau komunikasi lain (termasuk tawaran dan penawaran) yang dibuat melalui Sistem yang terasosiasi dengan identitas Anda dan/atau Prosedur Keamanan yang diberikan kepada Anda ("**Instruksi**"), dan Instruksi tersebut akan mengikat Anda dan Perusahaan Anda. Anda mengirimkan Instruksi kepada Citibank atas risiko Anda sendiri, dan setuju bahwa Citibank tidak akan diwajibkan untuk menyatakan penerimaan atas Instruksi apapun sebelum memproses Instruksi tersebut. Anda tidak akan memiliki suatu Transaksi yang mengikat dengan Citibank sampai suatu konfirmasi atas penerimaan dari Transaksi tersebut, termasuk nilai tukar yang digunakan, dikirimkan oleh Citibank kepada Anda. Anda memahami dan menyetujui bahwa Citibank akan menerima dan menindaklanjuti setiap permintaan dengan upaya terbaik. Citibank, atas kebijakannya sendiri, dapat menolak untuk menindaklanjuti suatu Instruksi, dan dapat dari waktu ke waktu membatasi perdagangan di beberapa instrumen keuangan. Citibank dapat menolak, membatalkan, atau meniadakan setiap Transaksi, atau mengubah atau melakukan variasi atas ketentuan-ketentuan dari setiap Transaksi yang masing-masing dilakukan melalui Sistem, termasuk namun tidak terbatas pada keadaan-keadaan dimana 1) Transaksi dilakukan berdasarkan nilai tukar atau harga yang keliru, selama suatu periode pasar yang bergejolak (*volatile*) dan/atau likuiditas yang dibatasi, bertentangan dengan atau merupakan

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

pelanggaran atas hukum atau peraturan atau dalam keadaan ilegal atau tidak patut dan/atau 2) Konfirmasi dihasilkan karena kesalahan Sistem. Penolakan, pembatalan, peniadaan, perubahan atau variasi sebagaimana diatur dalam Pasal 6 ini akan dikomunikasikan kepada Anda dengan segera setelah dapat dilakukan dan apabila ketentuan-ketentuan dari Transaksi tersebut telah diubah atau divariasi, konfirmasi yang mencerminkan perubahan atau variasi tersebut akan menggantikan konfirmasi-konfirmasi sebelumnya dan merupakan catatan yang berlaku atas Transaksi yang mengikat. Pemberitahuan transaksi melalui SMS atau *push notification* bukan merupakan suatu konfirmasi. Anda menyetujui, menyatakan dan menjamin secara berkelanjutan bahwa:

- (a) Perusahaan Anda bertindak untuk kepentingannya sendiri dan akan bertanggung jawab sebagai pihak utama (*principal*) berkenaan dengan seluruh Transaksi dan konfirmasi dari Transaksi melalui Sistem (“**Konfirmasi**”) yang Anda lakukan melalui Sistem atau melalui faksimili, email atau melalui pesan SWIFT ke nomor faksimili, alamat email atau SWIFT Anda yang ditunjuk dan Anda dengan ini menerima risiko-risiko yang terkait dengan cara berkomunikasi yang dipilih; Perusahaan Anda memiliki kuasa, kapasitas, kewenangan dan hak berdasarkan hukum secara penuh untuk melakukan Transaksi dan/atau membuat Konfirmasi; Transaksi dan/atau Konfirmasi merupakan kewajiban Perusahaan Anda yang legal, sah dan mengikat, yang dapat dilaksanakan sesuai dengan ketentuan mereka masing-masing; apabila Anda bertindak sebagai Agen, maka rujukan ke “Perusahaan Anda” pada Pasal 6(a) ini akan ditafsirkan semata-mata sebagai rujukan ke pihak utama (*principal*) Anda, dan bukan ke Anda atau pemberi kerja Anda, dengan ketentuan bahwa Anda telah memberitahukan Citibank bahwa Anda bertindak sebagai Agen dan telah memberikan bukti yang secara wajar memuaskan bagi Citibank mengenai kewenangan Anda untuk menggunakan Sistem atas nama pihak utama (*principal*) Anda;
- (b) Perusahaan Anda mampu mengevaluasi dan memahami (atas namanya sendiri atau melalui nasihat profesional yang independen), dan mengerti serta menerima, seluruh syarat, ketentuan dan risiko dari setiap Transaksi; Perusahaan Anda juga mampu memperkirakan, dan menanggung, risiko keuangan dan risiko lainnya dari setiap Transaksi; Masing-masing Instruksi adalah dan akan: (i) sesuai dengan pengalaman dan keahlian Anda, pengaturan keamanan dan status keuangan Anda; (ii) sesuai dengan Hukum yang Berlaku; dan

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.

(d) 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

(iii) dilakukan sesuai dengan persyaratan tata kelola dan semua kebijakan atau prosedur internal yang berlaku di Perusahaan Anda;

(c) Perusahaan Anda menggunakan Strategi-strategi Algo hanya untuk tujuan internalnya sendiri dan dengan mematuhi syarat dan ketentuan Perjanjian ini dan Hukum yang Berlaku. Anda akan secara independen menilai kesesuaian suatu Strategi Algo dan setiap parameter yang terkait berdasarkan seluruh informasi yang tersedia untuk Anda. Anda akan secara independen menilai risiko-risiko dari setiap Strategi Algo, termasuk: (i) risiko bahwa kondisi pasar akan menghalangi algoritme dalam berfungsi sesuai dengan strateginya, parameter, kendali risiko atau ekspektasi *counterparty*; (ii) potensi kerentanan dari pelaksanaan perintah algoritmik terhadap tingkah laku dari para peserta pasar lainnya yang melakukan perdagangan melalui suatu Sistem dimana algoritme menghasilkan likuiditas; dan (iii) potensi risiko, termasuk risiko latensi, dari penundaan teknologi atau operasional, kegagalan atau malfungsi pada setiap tingkat atau dari sumber apapun (termasuk, tapi tidak terbatas pada, Sistem eksternal dan/atau internal dan koneksi atau *interface* perdagangan Anda).

(d) Citibank, N.A. (atau entitas-entitas terafiliasinya) bertindak sebagai principal dan tidak bertindak sebagai perantara, agen, pihak kepercayaan (*fiduciary*), penasihat atau dalam suatu kapasitas serupa untuk Perusahaan Anda sehubungan dengan setiap Transaksi dan selanjutnya mengakui dan menyetujui bahwa Citibank akan menerima dan mengerjakan pesanan dengan itikad baik. Anda akan membuat seluruh keputusan perdagangan sepenuhnya berdasarkan penilaian Anda sendiri (dan berdasarkan nasihat dari penasihat-penasihat yang telah Anda anggap perlu untuk ditunjuk) mengenai apakah setiap Transaksi patut atau tepat dan berdasarkan evaluasi independen atas faktor-faktor yang relevan, termasuk fitur ekonomis dari instrumen keuangan yang terlibat, kompleksitas dari instrumen keuangan, dan pasar, risiko kredit dan mata uang yang terkait; Perusahaan Anda tidak mengandalkan komunikasi apapun (baik tertulis atau lisan) dari Citibank, N.A. atau entitas-entitas terafiliasinya, sebagai nasihat investasi atau sebagai rekomendasi untuk melakukan setiap Transaksi apapun, dengan pengertian bahwa informasi dan penjelasan yang terkait dengan ketentuan-ketentuan dalam setiap Transaksi tidak akan dianggap sebagai nasihat investasi atau sebuah rekomendasi untuk melakukan Transaksi; Perusahaan Anda tidak menerima dari Citibank, N.A. atau entitas-



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;

entitas terafiliasinya, jaminan atau garansi apapun atas hasil yang diharapkan dari setiap Transaksi; Anda secara tegas berjanji bahwa Anda tidak akan menggunakan Sistem untuk tujuan apapun yang bertentangan dengan hukum atau peraturan atau dengan cara apapun yang dapat: (i) berdampak untuk memanipulasi atau mengganggu suatu pasar; (ii) menimbulkan kesan yang salah atau menyesatkan sehubungan dengan harga, volume atau tingkat pasokan atau permintaan untuk produk atau instrumen yang mendasari atau instrumen keuangan yang terkait; (iii) tidak memiliki tujuan komersial (atau yang dikenal dengan "wash trades"); (iv) membantu penyalahgunaan informasi; (v) mengurangi akses ke suatu sistem perdagangan atau kliring; atau (vi) menurut pendapat Citibank melakukan penyalahgunaan atau mengambil keuntungan yang tidak adil atas sifat atau karakteristik dari Sistem atau suatu pasar;

;

- (e) If Your Firm and the specific Citibank, N.A. 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 governing Transactions 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;
- (f) 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.
- (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

- (e) Jika Perusahaan Anda dan cabang Citibank, N.A. atau afiliasi Citibank tertentu (yang sedang melakukan transaksi dengan Perusahaan Anda) telah membuat atau dianggap telah membuat suatu perjanjian induk ISDA atau perjanjian induk lainnya apapun yang mengatur jenis Transaksi yang Anda lakukan dengan menggunakan Sistem, atau setelah mengikatkan diri ke dalam Perjanjian ini, Anda mengadakan perjanjian induk ISDA atau perjanjian induk lainnya yang mengatur jenis Transaksi yang Anda lakukan dengan menggunakan Sistem, Konfirmasi akan dianggap telah sesuai dengan ketentuan dari perjanjian induk tersebut dan setiap konfirmasi yang memuat ketentuan-ketentuan dari perjanjian induk tersebut dengan entitas Citibank yang terkait, sebagaimana relevan.
- (f) Perusahaan Anda memahami dan menyetujui bahwa (i) setiap transaksi yang dilakukan melalui percakapan telepon yang direkam adalah transaksi yang mengikat secara hukum sejak tanggal percakapan tersebut; (ii) Konfirmasi yang menyusul kemudian hanya berlaku sebagai bukti tertulis atas kesepakatan lisan yang sah dan mengikat tersebut; dan (iii) kegagalan untuk bertukar Konfirmasi tidak akan dengan cara apapun membatalkan transaksi lisan yang mendasari.
- (g) Apabila Citibank melakukan suatu Transaksi dengan Anda, Citibank dapat disyaratkan berdasarkan Hukum yang Berlaku, atau dapat dalam menanggapi suatu perintah, pedoman atau permintaan mengenai pelaporan dan/atau retensi Transaksi atau informasi serupa yang diterbitkan oleh

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;

- (h) 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 or more Algo Strategies ("**Usage Fee**"). The Usage Fee shall be the rate we agree from time to time in writing, provided, that, Citibank may change the applicable Usage Fee at any time if Citibank, 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

otoritas pemerintah dan otoritas pengatur atau badan, atau instansi pengatur lain, untuk membuat informasi mengenai Transaksi dan pelaksanaannya (yang dapat mencakup informasi mengenai Anda) menjadi public atau tersedia atau untuk melaporkan informasi tersebut kepada setiap otoritas atau badan pengatur (regulator), penuntut (kejaksaan), pajak atau pemerintah yang berwenang, atau bank sentral, di yurisdiksi manapun, baik domestik maupun asing dan/atau pihak lain;

- (h) Apabila Citibank telah menerima atau kemudian menerima persetujuan khusus dari Anda untuk melakukannya, Citibank dapat memberikan kepada Anda informasi yang disyaratkan untuk diberikan dalam media yang tahan lama melalui email, dokumen PDF atau melalui media yang tahan lama lainnya yang bukan kertas. Dengan persetujuan khusus dari Anda, Citibank juga dapat memberikan beberapa dari informasi tersebut yang tidak ditujukan kepada Anda secara pribadi melalui situs yang kami beritahukan kepada Anda.

**7. Penyelesaian dan Pembayaran.** Anda setuju untuk membayar seluruh jumlah yang harus dibayar oleh Anda sehubungan dengan setiap Transaksi yang Anda adakan dengan menggunakan Sistem pada saat jumlah tersebut jatuh tempo tanpa mempertimbangkan setiap hak atas perjumpaan utang atau tuntutan balik yang Anda atau Perusahaan Anda mungkin miliki terhadap Citibank dan bebas serta bersih dari, dan tanpa pemotongan atau pengurangan atas, pajak-pajak dalam bentuk apapun, kecuali diwajibkan oleh Hukum yang Berlaku. Anda wajib membayar kepada Citibank suatu biaya sehubungan dengan setiap Transaksi yang dijalankan menggunakan satu atau beberapa Strategi-strategi Algo ("**Biaya Penggunaan**"). Biaya Penggunaan adalah harga yang kita setuju dari waktu ke waktu secara tertulis, dengan ketentuan, bahwa, Citibank dapat mengubah Biaya Penggunaan yang berlaku pada setiap saat jika Citibank, atas diskresinya sendiri, menentukan bahwa perubahan-perubahan (baik dalam jangka panjang atau jangka pendek) dalam kondisi-kondisi pasar (termasuk, di antara lain, sehubungan dengan likuiditas, volatilitas, suku bunga, kendali mata uang atau perubahan-perubahan dalam kebijakan keuangan yang mempengaruhi mata uang-mata uang yang terkait) telah terjadi atau mungkin akan terjadi. Kewajiban Citibank untuk menyelesaikan Transaksi adalah bergantung pada syarat bahwa Citibank telah menerima pada atau sebelum tanggal jatuh tempo untuk penyelesaian (atau konfirmasi yang memuaskan atas penerimaan tersebut oleh agen penyelesaian Citibank), semua dokumen, dana atau instrumen keuangan yang diperlukan yang harus diserahkan oleh Anda atau atas nama Anda pada tanggal jatuh tempo tersebut. Citibank dapat melakukan

regulatory authority for such taxes. You agree that all obligations of Citibank under a Transaction are payable solely at and by the specific Citibank, N.A. 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.

pengurangan atau pemotongan dari pembayaran-pembayaran sepanjang diwajibkan oleh Hukum yang Berlaku. Anda bertanggung jawab atas semua pajak dan jumlah yang serupa atau terkait yang harus dibayarkan sebagai hasil dari Transaksi yang Anda adakan dengan menggunakan Sistem dan Anda akan memberikan penggantian kepada Citibank atau afiliasinya sepanjang pajak tersebut ditanggung oleh Citibank atau afiliasinya sepanjang jumlah tersebut tidak dikurangi atau dipotong. Anda akan pada setiap saat memberikan ganti rugi kepada Citibank dan afiliasi-afiliasinya terhadap seluruh tuntutan sehubungan dengan pajak. Baik Citibank maupun afiliasinya tidak akan menentang setiap permintaan yang dibuat oleh otoritas pemerintah atau pembuat peraturan atas pajak tersebut. Anda setuju bahwa semua kewajiban Citibank berdasarkan suatu Transaksi hanya dibayarkan pada dan oleh cabang Citibank, N.A. atau afiliasi Citibank tertentu (yang bertransaksi dengan Perusahaan Anda) dan tunduk pada hukum negara (termasuk setiap tindakan pemerintah, perintah, keputusan dan peraturan) dimana cabang atau afiliasi Citibank yang terkait berlokasi dan cabang atau afiliasi tersebut juga akan dibebaskan dari peristiwa-peristiwa lain di luar kendalinya yang mencegah kinerjanya, yang dalam keadaan tersebut, Perusahaan Anda tidak memiliki hak apapun untuk bertindak atas setiap kerugian atau konsekuensi lain apapun dari setiap kewajiban yang tidak dilepaskan atau ancaman terhadap kewajiban yang tidak dilepaskan terhadap kantor pusat maupun setiap cabang, anak perusahaan, atau afiliasi lainnya dari Citibank. Citibank tidak bertanggung jawab atas pengurangan atau pemotongan yang dilakukan oleh pihak-pihak ketiga dari pembayaran yang diterima oleh Citibank atas nama Anda.

**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

**8. Fungsi Penelitian dan Penghitungan.** Sepanjang Citibank menyediakan penelitian kepada Anda melalui Sistem, setiap penelitian tersebut tunduk pada perubahan atau penarikan tanpa pemberitahuan, dan bukan merupakan nasihat hukum, akuntansi, pajak, atau investasi, atau suatu ajakan atau rekomendasi dari Citibank untuk pembelian, penjualan atau pemilihan dari suatu produk atau Transaksi, atau suatu pernyataan bahwa setiap strategi perdagangan atau produk adalah sesuai untuk Anda. Dalam mempersiapkan penelitian tersebut, Citibank tidak memperhitungkan tujuan investasi, situasi keuangan atau kebutuhan khusus dari suatu pihak tertentu, dan tidak dengan cara lain menyediakan nasihat investasi atau rekomendasi secara khusus untuk pihak tertentu. Anda menyetujui dan menerima bahwa (a) Citibank tidak berkewajiban untuk menyediakan publikasi penelitian atau rekomendasi untuk Anda; (b) jika Anda menerima publikasi penelitian atau rekomendasi, Anda mungkin tidak menerima keduanya pada saat yang bersamaan dengan nasabah Citibank yang lain; dan (c) Citibank tidak berkewajiban untuk mempertimbangkan publikasi

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.

penelitian atau rekomendasi apapun, atau materi yang mendasarinya, pada saat memberlakukan transaksi dengan atau untuk Anda atau dengan cara lain melakukan transaksi dengan atau untuk Anda. Bagian-bagian dari Sistem, termasuk tanpa pembatasan hal-hal yang berkaitan dengan transaksi opsi (*options*) yang eksotik, tidak memperbolehkan suatu Transaksi yang aktual akan tetapi beroperasi untuk memberikan nilai atau harga secara teoritis. Anda memahami dan menyetujui bahwa harga dan nilai yang tidak dapat dilaksanakan terhadap Transaksi ("**Non-dealable Value**") diberikan hanya untuk informasi dan untuk memfasilitasi pertimbangan Anda atas skenario hipotetis. *Non-dealable Value* tersebut diberikan "sebagaimana adanya" dan Citibank tidak membuat pernyataan atau jaminan mengenai *Non-dealable Value* tersebut atau penggunaan atau ketepatan dari perhitungan yang Anda peroleh. Citibank tidak akan menanggung atau bertanggung jawab atas kerugian yang timbul dari penggunaan oleh Anda, atau pengendalian Anda pada, *Non-dealable Value*.

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 be used by you.

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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

nasihat Citibank terkait investasi, pajak, hukum atau akuntansi (termasuk keputusan mengenai kelayakan atau kesesuaian dari Kalkulator atau Informasi Kalkulator Anda) dan Anda telah mencari dan akan mengandalkan pada nasihat dari tenaga profesional dan penasihat investasi, pajak, hukum, atau akuntansi Anda sendiri dan Anda akan membuat analisa dan keputusan yang independen berdasarkan nasihat tersebut;

- (b) Citibank tidak pernah dan tidak, melalui ketersediaan dari Kalkulator atau dengan cara lain, membuat rekomendasi pribadi apapun yang berkaitan dengan Informasi Kalkulator Anda;
- (c) Anda memiliki kapasitas untuk mengevaluasi dan memahami (secara internal atau melalui nasihat profesional yang independen) kelayakan dari Informasi Kalkulator Anda; dan
- (d) Anda akan menentukan, tanpa bergantung pada Citibank, risiko dan manfaat ekonomi, serta karakter investasi, hukum, pajak dan akuntansi dan konsekuensi dari setiap keputusan untuk melakukan setiap transaksi berdasarkan setiap Informasi Kalkulator Anda dan/atau untuk memakai, melaksanakan dengan, mengubah, memulai, mengakhiri, mengambil atau menahan diri untuk mengambil setiap tindakan, dan bahwa Anda dapat memperkirakan risiko-risiko tersebut.
- (e) Informasi Kalkulator Anda merupakan Informasi Rahasia milik Anda. Citibank akan membatasi akses ke Informasi Kalkulator Anda hanya oleh karyawan, agen, dan kontraktornya yang terlibat dalam pemberian dan manajemen dari layanan Kalkulator tertentu. Dari waktu ke waktu, orang-orang tersebut dapat merupakan orang-orang yang bekerja di bagian penjualan valuta asing dan bagian operasional perdagangan Citibank atau Afiliasinya ("**Pihak Penjual**"). Sebelum memperbolehkan Pihak Penjual untuk mengakses ke setiap bagian apapun dari Informasi Kalkulator Anda, Citibank akan menentukan alasan-alasan untuk akses tersebut dan meminta persetujuan tertulis Anda. Akses oleh Pihak Penjual tidak akan diberikan tanpa persetujuan tertulis Anda terlebih dahulu. Setiap akses akan dibatasi sejauh persetujuan yang diberikan oleh Anda. Anda dapat, pada setiap saat, dengan pemberitahuan tertulis kepada Citibank, mengakhiri atau membatasi akses oleh setiap Pihak Penjual ke Informasi Kalkulator Anda.

**9. Perlindungan Hak.** Di antara Anda dan Citibank, Citibank memiliki kepemilikan eksklusif atas, izin, dan/atau hak untuk menggunakan Sistem dan

System Content (including, without limitation, any proprietary Citibank 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.

seluruh Konten Sistem (termasuk, tanpa pembatasan, setiap algoritme milik Citibank yang melekat didalamnya) serta semua hak cipta, merek dagang, merek jasa, hak paten, dan rahasia dagang, dan hak kekayaan intelektual lainnya yang terkait didalamnya (terdaftar ataupun tidak terdaftar) termasuk aplikasi apapun, dimanapun di dunia. Anda tidak akan memperoleh hak, kepemilikan, atau kepentingan apapun dalam atau terhadap salah satu dari hak-hak kekayaan intelektual tersebut melalui izin terbatas yang diberikan kepada Anda untuk mengakses dan/atau menggunakan Sistem dan Konten Sistem sesuai dengan ketentuan dalam Perjanjian ini. Anda tidak akan (i) mengungkapkan, menjual, menyewakan, mentransfer, membuat karya turunan dari, memproduksi ulang, mendistribusikan ulang atau dengan cara lain menyebarkan seluruh atau sebagian dari Sistem atau Konten Sistem kepada pihak ketiga, atau (ii) menyalin, mengubah, memisahkan atau merekayasa balik Sistem atau Konten Sistem kecuali sepanjang secara tegas diperbolehkan oleh Hukum yang Berlaku. Anda tidak akan memindahkan, mengaburkan atau mengubah hak cipta atau pemberitahuan atau *legends* lainnya yang terdapat dalam Sistem atau Konten Sistem.

#### **10. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.**

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.

SISTEM ATAU INFORMASI ATAU METODOLOGI YANG TERKANDUNG DALAM KONTEN SISTEM TERSEBUT. MESKIPUN CITIBANK DAPAT MENENTUKAN JAM PENGOPERASIAN SISTEM, CITIBANK DAPAT MEMBERHENTIKAN PRODUKSI ATAU PEMBAHARUAN ATAS SELURUH ATAU SETIAP BAGIAN DARI SISTEM TANPA PEMBERITAHUAN.

ANDA MENGAKUI BAHWA AKSES ELEKTRONIK KE SISTEM MELALUI INTERNET ATAU JARINGAN LAIN, BAIK DI TEMPAT UMUM ATAUPUN PRIBADI, DAPAT TIDAK AMAN. CITIBANK MENOLAK SELURUH TANGGUNG JAWAB ATAS SEGALA PELANGGARAN KEAMANAN YANG TIDAK BERASAL DARI KELALAIAN BERAT ATAU KESALAHAN YANG DISENGAJA OLEH CITIBANK.

APABILA SISTEM MEMUAT TAUTAN (*LINK*) KE SITUS WEB LAIN, MAKA TAUTAN (*LINK*) TERSEBUT TERSEDIA SEBAGAI KEMUDAHAN SAJA DAN TANPA TANGGUNG JAWAB TERHADAP CITIBANK DAN ANDA MENGGUNAKAN TAUTAN (*LINK*) TERSEBUT ATAS RISIKO ANDA SENDIRI. CITIBANK TIDAK MENGESAHKAN ATAU MENJAMIN SETIAP SITUS YANG TERTAUT (*LINKED*), SPONSOR SITUS, ATAU KONTEN SITUS.

KECUALI DITENTUKAN DALAM PASAL 11, DAN KECUALI DALAM HAL KESALAHAN YANG DISENGAJA ATAU KELALAIAN BERAT, BAIK CITIBANK MAUPUN AFILIASI, KARYAWAN, AGEN, PEMEGANG LISENSI ATAU INFORMASI PIHAK KETIGA ATAU PENYEDIA LAYANAN DARI CITIBANK TIDAK BERTANGGUNG JAWAB KEPADA ANDA, AFILIASI ANDA, KARYAWAN, AGEN, ATAU PIHAK KETIGA LAINNYA ATAS SETIAP KERUGIAN, TERMASUK TANPA PEMBatasan PADA KEHILANGAN KEUNTUNGAN, KERUGIAN TIDAK LANGSUNG, KHUSUS, HUKUMAN ATAU KONSEKUENSIAL YANG TIMBUL DARI, ATAU SEHUBUNGAN DENGAN, PEMBERIAN ATAU PENGGUNAAN (ATAU KETIDAKMAMPUAN UNTUK MENGGUNAKAN) SISTEM DAN KONTEN SISTEM, BAIK BERDASARKAN KONTRAK, PERBUATAN MELAWAN HUKUM (TERMASUK KELALAIAN), UNDANG-UNDANG ATAU LAINNYA, MESKIPUN TELAH DIBERITAHUKAN MENGENAI KEMUNGKINAN TERJADINYA HAL TERSEBUT.

TANPA MEMBATASI KETENTUAN-KETENTUAN DI ATAS, CITIBANK DAPAT MELAKUKAN PERBAIKAN ATAS KESALAHAN DAN/ATAU MEMPROSES ULANG SUATU TRANSAKSI YANG TELAH DISEPAKATI PADA NILAI TUKAR YANG DISEPAKATI, SEPANJANG DIMUNGKINKAN, TANPA BIAYA TAMBAHAN KEPADA ANDA. INI ADALAH SATU-SATUNYA UPAYA PERBAIKAN BAGI ANDA (DAN TANGGUNG JAWAB CITIBANK SATU-

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 INSTRUCTIONS), 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

SATUNYA) SEHUBUNGAN DENGAN KESALAHAN TERSEBUT.

TIDAK ADA KETENTUAN APAPUN DALAM PERJANJIAN INI YANG DAPAT DITAFSIRKAN SEBAGAI MEMBATASI ATAU MENGECEUALIKAN TANGGUNG JAWAB ATAS KEMATIAN ATAU KECELAKAAN PRIBADI YANG DISEBABKAN OLEH KELALAIAN ATAU KESALAHAN PENAFSIRAN ATAU TANGGUNG JAWAB LAIN YANG TIDAK DAPAT DIKECEUALIKAN ATAU DIBATASI OLEH HUKUM YANG BERLAKU.

**11. Tidak Ada Pelanggaran dan Jaminan.** Citibank akan menjamin ganti kerugian kepada Anda dan melepaskan Anda dari tuntutan bahwa Sistem, ketika digunakan sebagaimana diizinkan oleh Perjanjian ini, melanggar hak paten atau hak cipta, atau hak kepemilikan lainnya milik pihak ketiga, dengan ketentuan bahwa Anda segera memberitahukan Citibank mengenai tuntutan tersebut, mengizinkan Citibank untuk memiliki kendali sepenuhnya atas pembelaan dan penyelesaian daripadanya dan sepenuhnya bekerja sama dengan Citibank dalam pembelaan tersebut. Jaminan ganti kerugian ini tidak berlaku sepanjang dugaan pelanggaran timbul sebagai akibat dari penggunaan Sistem bersama-sama dengan sistem pihak ketiga yang tidak secara tegas telah disetujui oleh Citibank, atau jika Anda mengubah Sistem dengan cara apapun. Tidak ada jaminan lainnya dalam bentuk apapun yang diberikan oleh Citibank sehubungan dengan hal-hal lain. TUNDUK PADA JAMINAN YANG DIBERIKAN OLEH CITIBANK TERSEBUT, ANDA SETUJU UNTUK MENJAMIN GANTI KERUGIAN, MEMBELA, DAN MELEPASKAN CITIBANK DAN AFILIASI, KARYAWAN DAN AGENNYA SEHUBUNGAN DENGAN TUNTUTAN, KERUSAKAN, KERUGIAN, BIAYA ATAU TANGGUNG JAWAB YANG MUNCUL, BAIK LANGSUNG MAUPUN TIDAK LANGSUNG, DARI (A) PENGGUNAAN OLEH ANDA DARI ATAU KETIDAKMAMPUAN ANDA UNTUK MENGGUNAKAN SISTEM ATAU SETIAP KONTENNYA (TERMASUK PENERBITAN INSTRUKSI), ATAU (B) PELANGGARAN APAPUN OLEH ANDA TERHADAP PERJANJIAN INI.

**12. Kerahasiaan dan Penggunaan Data.**

(a) Anda dan Citibank setuju bahwa semua pihak dalam Perjanjian ini akan memperlakukan secara rahasia (baik selama dan setelah pengakhiran akses Anda ke Sistem) setiap informasi yang menjadi diketahui tentang pihak lainnya, strategi investasinya atau kepemilikan atau produk atau layanannya, setiap perangkat lunak, teknologi lain, atau kekayaan intelektual, dan setiap informasi rahasia dan/atau informasi pribadi, dalam setiap kasus dimana pihak yang menerima mengetahui, atau secara wajar seharusnya mengetahui, bahwa informasi tersebut



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

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 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,

penyedia layanan ke Citibank dan setiap kontraktor atau agen dari penyedia layanan untuk tujuan pengoperasian dan pemeliharaan Sistem atau kepatuhan terhadap Hukum yang Berlaku; dan (ii) afiliasi Citibank, sebagaimana diperlukan secara wajar untuk mengevaluasi eksposur kredit Anda dan/atau Perusahaan Anda atau untuk tujuan mengelola hubungan bisnis Anda dan/atau Perusahaan Anda dengan Citibank dan afiliasinya atau kepatuhan dengan Hukum yang Berlaku; dan (iii) instansi pemerintah dan otoritas pengatur, badan-badan, atau pengadilan atau majelis lainnya, baik di dalam maupun luar negeri, atas permintaan mereka atau apabila disyaratkan oleh Hukum yang Berlaku, dengan ketentuan bahwa Citibank akan menyebabkan penerima Informasi Rahasia sebagaimana dimaksud dalam sub-paragraf (i) dan (ii) tersebut akan tunduk pada kewajiban kerahasiaan yang sama atau serupa sebagaimana berlaku untuk penggunaan Informasi Rahasia oleh Citibank berdasarkan Perjanjian ini.

- (f) Anda mengakui dan menyetujui bahwa Citibank atau setiap pihak yang ditunjuk atau perwakilannya dapat mengawasi dan merekam penggunaan Anda atas Sistem dan dapat mengawasi dan merekam percakapan telepon dan komunikasi lainnya dengan Anda dan karyawan dan agen Perusahaan Anda sehubungan dengan penggunaan Sistem dan setiap Transaksi yang dapat kami lakukan. Salinan rekaman atas percakapan-percakapan tersebut dan komunikasi-komunikasi lain akan tersedia atas permintaan Anda untuk jangka waktu lima (5) tahun atau untuk suatu jangka waktu yang diperlukan untuk mematuhi Hukum yang Berlaku atau peraturan otoritas pengawas.
- (g) Anda dan Citibank mengakui dan menyetujui bahwa persetujuan Anda di Pasal 12(b) – (c) dan 12(e) – (f) tidak bergantung pada Citibank atau afiliasinya sebagai dasar hukum untuk pemrosesan berdasarkan European Commission Data Protection Directive (95/46/EC) dan setiap undang-undang yang menerapkan *Directive* tersebut, undang-undang General Data Protection Regulation (EU) 2016/679 ("GDPR") dan undang-undang dan/atau peraturan dari setiap negara di luar Wilayah Ekonomi Eropa (selain negara-negara Asia Pasifik yang tercantum dalam Lampiran Negara) yang dimaksudkan untuk memberikan perlindungan yang setara untuk data pribadi (sebagaimana didefinisikan dalam GDPR atau istilah yang paling setara berdasarkan undang-undang dan/atau peraturan perlindungan data yang berlaku) milik subjek data (sebagaimana didefinisikan dalam GDPR atau istilah yang paling setara

“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.

### 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;

berdasarkan undang-undang dan/atau peraturan perlindungan data yang berlaku) sebagaimana yang diberikan oleh GDPR, termasuk tanpa pembatasan, undang-undang atau peraturan perlindungan data di United Kingdom, Guernsey, Israel, Jersey, Maroko dan Swiss (secara kolektif disebut “Undang-undang Perlindungan Data yang Terkait”). Untuk tujuan Perjanjian ini, “Undang-undang Perlindungan Data yang Terkait” tidak mencakup undang-undang atau peraturan perlindungan data di negara Asia Pasifik yang tercantum dalam Lampiran Negara, dan Pasal 12(g) ini tidak berlaku terhadap setiap negara Asia Pasifik yang tercantum dalam Lampiran Negara.

- (h) Sebagai bagian dari kebijakan Citibank mengenai pengembangan dan perbaikan produk yang berkelanjutan, Citibank mengawasi dan menyimpan catatan-catatan tentang sifat, frekuensi dan lingkup dari akses semua pengguna (*user*) dan/atau penggunaan Sistem. Citibank menggunakan informasi tersebut hanya secara gabungan (agregat) dan anonim.
- (i) Dari waktu ke waktu, untuk membantu Anda dalam penggunaan Anda atas Sistem atau untuk membantu dalam sengketa, Citibank akan berkomunikasi dengan komputer Anda untuk menentukan spesifikasi dan/atau keadaan komputer Anda, atau untuk mendapatkan kembali informasi mengenai atau yang berkaitan dengan Transaksi yang disimpan dalam komputer tersebut.
- (j) Data yang disimpan oleh Citibank di dalam Sistem (termasuk sebagai contoh catatan perdagangan dan audit) yang berkaitan dengan setiap Transaksi yang dilakukan oleh Anda, akan disimpan oleh Citibank untuk suatu jangka waktu yang diperlukan untuk mematuhi Hukum yang Berlaku atau peraturan-peraturan otoritas pengawas.

### 13. Pemberitahuan Perlindungan Data.

- (a) Tanpa membatasi ketentuan Pasal 12, di atas, dengan menggunakan Sistem Anda setuju dengan tujuan Citibank dalam menyediakan Sistem dan layanan atau informasi terkait kepada Anda, dalam mengelola bisnis mereka sehubungan dengannya dan sesuai dengan Hukum yang Berlaku bahwa:
  - (i) Citibank dapat menggunakan setiap data pribadi yang Anda, karyawan atau agen Perusahaan Anda berikan sehubungan dengan Anda, Perusahaan Anda, penggunaan Sistem oleh Anda dan/atau Perusahaan Anda untuk tujuan menyediakan Sistem dan layanan atau informasi terkait dan menginformasikan Anda tentang perkembangan mengenai Sistem atau penggunaan Anda atas Sistem tersebut.

(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; (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;

(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.

(ii) Citibank dapat memproses setiap data pribadi tersebut dan mengirimkannya (termasuk ke tempat-tempat di luar Wilayah Ekonomi Eropa yang memiliki standar privasi data yang tidak dianggap memadai berdasarkan standar Uni Eropa) ke setiap afiliasi, agen, sub-kontraktor, atau pihak ketiga dari Citibank (termasuk pihak ketiga dari kelompok yang diidentifikasi dalam sub-paragraf (i) sampai (v) berikut) sehubungan dengan penggunaan oleh Anda dan/atau Perusahaan Anda dan pengoperasian oleh Citibank atas Sistem dan hubungan Citibank dengan Anda dan Perusahaan Anda, termasuk tanpa pembatasan untuk tujuan: (i) memenuhi kewajiban terhadap instansi pemerintah dan otoritas pengatur; (ii) mematuhi setiap Hukum yang Berlaku, termasuk tanpa pembatasan undang-undang dan peraturan mengenai pajak, dan anti-pencucian uang; (iii) mengalihkan atau mensubkontrakkan setiap bagian dari fungsi bisnis Citibank kepada pihak ketiga yang berkaitan dengan pengoperasian atau penggunaan Sistem; (iv) layanan pemantauan yang diberikan kepada Anda dalam kaitannya dengan penggunaan oleh Anda atas Sistem, baik pemantauan tersebut dilakukan oleh Citibank, atau pihak ketiga; dan (v) melakukan komunikasi dengan referensi kredit dan lembaga informasi;

(b) Jika data pribadi (termasuk data pribadi yang sensitif) milik Anda atau karyawan Perusahaan Anda atau individu atau entitas hukum lain ("Data Pribadi"), diberikan ke Citibank oleh atau melalui Anda, Anda 4 240.41 331.251.25 reW\*oQ EM 0 0 1 381.79

tercantum dalam Lampiran Negara.

- 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
- 14. Perjanjian-perjanjian Lain dengan Citibank.** Perjanjian ini menambahkan seluruh perjanjian-perjanjian induk atau ketentuan-ketentuan bisnis yang berlaku antara Anda dan Citibank dan setiap konfirmasi perdagangan. Jika Perjanjian ini bertentangan dengan setiap perjanjian atau ketentuan bisnis lainnya antara Anda dengan Citibank, maka sebatas untuk Penggunaan Anda atas Sistem, ketentuan-ketentuan Perjanjian ini yang akan berlaku. Apabila terdapat perbedaan antara versi bahasa Inggris dari Perjanjian ini dan terjemahannya, maka versi bahasa Inggris akan berlaku.
- 15. Sanksi dan Pembatasan Ekspor.** Tanpa membatasi sifat umum dari kewajiban Anda untuk mematuhi seluruh Hukum yang Berlaku, Anda secara khusus setuju untuk mematuhi, dan akan menyebabkan para karyawan dan agen Anda untuk mematuhi, persyaratan-persyaratan dari seluruh hukum dan peraturan ekspor yang berlaku, termasuk namun tidak terbatas pada *U.S. Export Administration Regulations*. Kecuali diberikan wewenang oleh peraturan atau Lisensi Ekspor A.S., Anda menyetujui bahwa Anda tidak akan mengekspor, mengekspor kembali, atau mengunduh, baik langsung atau tidak langsung, perangkat lunak, data atau teknologi apapun yang diterima dari Citigroup, atau mengizinkan produk langsung daripadanya untuk diekspor atau diekspor kembali, baik langsung atau tidak langsung, ke (a) negara manapun di Grup Negara E: 2 dari *Export Administration Regulations of the Department of Commerce* (lihat <http://www.bxa.doc.gov>) atau negara lain yang tunduk pada sanksi yang dikelola oleh *Office of Foreign Assets Control* (lihat <http://www.treas.gov/ofac/>); atau (b) setiap pengguna akhir non-sipil (yaitu militer) atau untuk penggunaan akhir non-sipil di negara manapun pada Grup Negara D:1 dari *Export Administration Regulations*, sebagaimana diubah dari waktu ke waktu. Anda memahami bahwa negara-negara selain dari A.S. dapat membatasi impor atau penggunaan produk dengan enkripsi yang kuat dan dapat membatasi ekspor, dan Anda menyetujui bahwa Anda harus bertanggung jawab sepenuhnya atas kepatuhan terhadap pembatasan impor atau pembatasan penggunaan tersebut.
- 16. Lain-lain.**
- (a) Jika suatu ketentuan khusus dalam Perjanjian ini dianggap tidak dapat dilaksanakan, penentuan tersebut tidak akan mempengaruhi keabsahan dari ketentuan lainnya dalam Perjanjian ini, dan seluruh ketentuan tersebut akan ditafsirkan dapat dilaksanakan sepenuhnya berdasarkan Hukum yang Berlaku.
- (b) Anda tidak dapat mengalihkan Perjanjian ini baik sebagian atau secara keseluruhan kepada siapa pun. Citibank dapat, atas

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

kebijakannya sendiri, mengalihkan Perjanjian ini kepada pihak atau entitas apapun yang mengendalikan, dikendalikan oleh, atau berada di bawah pengendalian yang sama dengan Citibank, atau entitas apapun yang secara substansial mengakuisisi seluruh aset bisnis milik Citibank.

- (c) Seluruh pemberitahuan dan komunikasi lainnya yang disyaratkan atau diperbolehkan dalam Perjanjian ini harus dibuat secara tertulis dan diserahkan secara langsung, dikirim melalui surat dengan tanda terima (*certified*) atau surat tercatat (*registered*) dengan perangko prabayar, atau oleh kurir *overnight* yang dikenal, ke pihak dan alamat yang ditentukan secara tertulis oleh para pihak. Komunikasi dengan Citibank melalui surat elektronik atau pesan instan tidak akan dalam kondisi apapun merupakan pemberitahuan efektif untuk segala tujuan berdasarkan Perjanjian ini.
- (d) Judul dari pasal-pasal dalam Perjanjian ini dibuat untuk kemudahan saja dan bukan merupakan bagian dari Perjanjian ini atau digunakan dalam hal apapun untuk menafsirkan Perjanjian ini. Perjanjian ini dapat ditandatangani dalam beberapa salinan, yang masing-masing salinannya akan dianggap asli dan seluruhnya merupakan satu dokumen yang sama.
- (e) Perjanjian ini akan mengikat dan berlangsung hanya untuk kepentingan para pihak dalam Perjanjian ini dan para penerima pengalihan yang diperbolehkan, dan tidak ada ketentuan apapun dalam Perjanjian ini yang dimaksudkan untuk atau akan memberikan kepada pihak atau entitas lain setiap hak hukum atau kesetaraan, kepentingan atau ganti rugi yang bersifat apapun berdasarkan atau dengan alasan Perjanjian ini. Perjanjian ini tidak akan ditafsirkan sebagai suatu perjanjian oleh salah satu pihak untuk menjadi rekan bagi pihak lain atau untuk membuat usaha patungan atau bentuk lain dari asosiasi hukum yang akan memberikan kewajiban pada satu pihak atas tindakan atau kegagalan untuk bertindak dari pihak lainnya atau memberikan kepada salah satu pihak suatu hak, kuasa, atau wewenang (secara tegas atau tersirat) untuk menimbulkan tanggung jawab atau kewajiban apapun atas nama pihak lainnya.
- (f) Perjanjian ini tidak dapat diubah kecuali secara tertulis dan ditandatangani oleh perwakilan yang berwenang dari masing-masing pihak.

**17. Jangka Waktu dan Pengakhiran.** Perjanjian ini mulai berlaku pada tanggal Anda menerimanya dan akan terus berlaku hingga diakhiri sesuai

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.** This Agreement and any non-contractual obligations arising out of or in connection with this Agreement, 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 this Agreement 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 Citibank 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.

dengan pasal ini. Salah satu pihak dapat mengakhiri Perjanjian ini atas kebijakannya sendiri dengan memberikan pemberitahuan tertulis tiga puluh (30) hari sebelumnya ke pihak lainnya. Jika salah satu pihak secara signifikan melanggar ketentuan apapun dari Perjanjian ini, pihak yang tidak melanggar dapat mengakhiri Perjanjian dengan pemberitahuan tertulis kepada pihak lainnya, pemberitahuan mana akan berlaku efektif pada hari kerja berikutnya setelah pemberitahuan tersebut diterima. Citibank dapat mengakhiri Perjanjian ini dengan segera dengan memberikan pemberitahuan tertulis kepada Anda setiap saat jika: (a) Anda gagal untuk membayar pada saat jatuh tempo suatu jumlah tertentu yang jatuh tempo sehubungan dengan suatu Transaksi, (b) Anda memulai atau telah memulai terhadap Anda tindakan apapun untuk pengangkatan seorang wali, kurator atau pengurus bagi atau untuk likuidasi Anda, pembubaran atau peleburan, atau untuk reorganisasi, komposisi atau pengaturan mengenai utang Anda, atau (c) Anda cidera janji pada kewajiban material berdasarkan perjanjian lainnya dengan Citibank atau afiliasi Citibank. Setiap pengakhiran tidak akan berpengaruh pada hak dan kewajiban dari setiap pihak mengenai Instruksi atau Transaksi yang dilakukan sebelum pengakhiran tersebut.

**18. Hukum yang Mengatur dan Yurisdiksi.** Perjanjian ini dan setiap kewajiban non-kontrak yang timbul dari atau sehubungan dengan Perjanjian ini, diatur oleh dan akan ditafsirkan sesuai dengan hukum Inggris dan Wales. Untuk kepentingan kami, Anda secara tidak dapat dibatalkan memilih yurisdiksi dari pengadilan Inggris, yang akan memiliki yurisdiksi untuk menyelesaikan setiap sengketa yang mungkin timbul dari atau sehubungan dengan keabsahan, pengaruh, interpretasi atau pelaksanaan dari Ketentuan-ketentuan ini atau setiap kewajiban non-kontraktual yang timbul dari atau sehubungan dengannya dan melepaskan hak / mengesampingkan setiap keberatan atas proses hukum di pengadilan tersebut atas dasar forum yang tidak berwenang. Jika Anda tidak memiliki tempat usaha yang permanen di Inggris atau Wales, Anda harus pada setiap waktu memiliki, dan memberitahukan Citibank tentang, agen untuk proses layanan pemberitahuan proses hukum di Inggris atau Wales dan, dalam hal apapun, setiap bentuk klaim, perintah, petisi, putusan atau pemberitahuan lain terkait proses hukum akan diberikan secara cukup kepada Anda jika dikirim ke Afiliasi Anda yang manapun di tempat usaha permanennya di Inggris dan Wales.

**PRODUCT ANNEX**

CitiFX® Pulse  
Citi Velocity<sup>SM</sup> – Trading: Foreign Exchange

**LAMPIRAN PRODUK**

CitiFX® Pulse  
Citi Velocity<sup>SM</sup> – Perdagangan: Valuta Asing



**COUNTRY ANNEXES**  
**LAMPIRAN NEGARA**

**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 Transacted in the System.

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. 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 (...)”

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.º. 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 and Switzerland, except France and Portugal:**

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](http://icg.citi.com/icg/global_markets/uk_terms.jsp)).

#### **BULGARIA:**

15. 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, 10<sup>th</sup> 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.

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

17. 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.

18. 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/citSERVICE/tarifs.htm>.

19. 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.

20. 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."

21. 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."

22. 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**").
23. 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.
24. 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.
25. 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.
26. 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.htm> (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](http://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:

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:**

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

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.

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.

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.

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/7(o)-3(n)] TJ-3( )-54(a)-3(n)9U5(d)9( )11(o)-3(n)-3(

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). Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction. (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**

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.

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):

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 su

- (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**

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.

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**

Your counterparty to this Agreement is Citibank NA 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,

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**

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".

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.

1. 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)..."

2. 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.

3. 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.

4. 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.”

5. 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.

**NEGARA-NEGARA DI ASIA PASIFIK:**

Produk berikut disediakan untuk Anda oleh cabang Citibank, N.A. atau afiliasi Citibank yang terkait yang disebutkan untuk masing-masing yurisdiksi berikut ini, dan Sistem yang terkait dengan Produk tersebut disediakan untuk Anda oleh entitas tersebut.

Product: CitiFX Pulse	
Jurisdiction	Citibank entity
Australia	Citibank, N.A. Sydney Branch or Citibank, N.A., London Branch
China	Citibank (China) Co., Ltd.
Hong Kong	Citibank, N.A. Hong Kong Branch
India	Citibank, N.A. Mumbai Branch
Indonesia	Citibank, N.A. Jakarta Branch <i>Citibank, N.A. Cabang Jakarta</i>
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
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.

**Pengungkapan Informasi (Berlaku untuk semua Negara di Asia Pasifik selain Malaysia).** Tanpa mengurangi ketentuan Pasal 12, Pasal 13 dan hak masing-masing pihak untuk mengungkapkan informasi yang berkaitan dengan pihak lainnya baik berdasarkan *common law* maupun hukum perundang-undangan atau lainnya, masing-masing pihak dalam Perjanjian ini dengan ini menyetujui komunikasi dan pengungkapan oleh pihak lainnya atas informasi (termasuk tapi tidak terbatas pada Informasi Rahasia) sehubungan atau yang terkait dengan pihaknya, Perjanjian ini, Transaksi dan Konfirmasi, (i) ke dan antara kantor pusat pihak lainnya tersebut, cabang-cabang, anak-anak perusahaan, kantor-kantor perwakilan, afiliasi-afiliasi dan agen-agen dari masing-masing pihak dan pihak-pihak ketiga yang dipilih oleh setiap pihak penerima informasi tersebut, untuk penggunaan secara rahasia (termasuk dalam hubungannya dengan tujuan pemberian layanan dan untuk pemrosesan data, statistik dan analisa risiko); dan (ii) ke pihak lain kepada (atau melalui) siapa pihak tersebut mentransfer atau mengalihkan (atau dapat secara potensial mentransfer atau mengalihkan) seluruh atau bagian manapun dari hak, kepentingan dan kewajibannya berdasarkan Perjanjian ini, atau dengan (atau melalui) siapa pihak tersebut melakukan (atau dapat secara potensial melakukan) sub-partisipasi atau kegiatan serupa lainnya sehubungan dengan, atau transaksi lain apapun berdasarkan mana pembayaran akan dilakukan atau diterima dengan rujukan ke, Perjanjian ini, Transaksi atau Konfirmasi. Masing-masing pihak dan setiap penerima informasi tersebut dapat mentransfer dan mengungkapkan informasi tersebut sebagaimana disyaratkan oleh atau sebagai kelanjutan dari kewajiban-kewajiban (secara kontrak atau lainnya) berdasarkan atau sehubungan dengan undang-undang, pengadilan, badan pengatur, proses hukum, bursa efek, lembaga kliring atau lembaga *self regulatory*. Ketentuan ini bukan, dan tidak akan dianggap sebagai, suatu kesepakatan secara tegas ataupun tersirat oleh satu pihak dengan pihak lainnya dalam Perjanjian ini untuk suatu tingkat kerahasiaan yang lebih tinggi dari yang diatur dalam undang-undang atau peraturan yang berlaku. Selanjutnya, ketentuan ini merupakan tambahan atas, dan bukan pengganti dari, ketentuan lain yang disetujui oleh para pihak (baik sebelum atau setelah tanggal Perjanjian ini) yang memberikan hak pengungkapan yang lebih luas kepada salah satu pihak daripada hak yang terkandung dalam Perjanjian ini. Anda selanjutnya setuju bahwa Citibank, kantor pusatnya, cabang-cabang, anak-anak perusahaan, kantor-kantor perwakilan dan afiliasi-afiliasi, dapat mentransfer dan mengungkapkan informasi yang berkaitan dengan Anda yang dapat diperoleh oleh mereka sehubungan dengan setiap transaksi dengan Anda (baik yang atau yang tidak diperoleh sehubungan dan/atau terkait dengan Perjanjian ini atau Transaksi(-transaksi)) dengan cara dan tunduk pada ketentuan ini.



## AUSTRALIA:

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.

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.

## CHINA:

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

(1) For the purposes of Clause 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 Clause 6(j) of this Agreement:

"If Your Firm and Citibank China 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 Citibank China 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 date that you click accept the Agreement, Your Firm and Citibank China, as the case may be, had executed a separate Single Agreement in the ISDA Form (but without any Schedule except (i) for the specification of the PRC Laws as the governing law; (ii) the submission to the exclusive jurisdiction of the Chinese courts of the place where Citibank China's head office in China locates 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 RMB as the Termination Currency and the application of Credit Event Upon Merger and Automatic Early Termination). 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 Citibank China, 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 Citibank China, as the case may be, shall also govern such Transactions between Your Firm and Citibank China 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;"

(3) The following item shall be inserted as a new Clause 6(k):

"Each Confirmation incorporates by reference the 1998 FX and Currency Option Definitions (as published by International Swaps and Derivatives Association, Inc. (ISDA), the Emerging Markets Traders Association and The Foreign Exchange Committee) (the "FX Definitions") and the 2006 ISDA Definitions (the "Swap Definitions") and together with the FX Definitions, the "Definitions"). If there is any inconsistency between the

FX Definitions and the Swap Definitions, the FX Definitions will govern. If there is any inconsistency between the Definitions and a Confirmation, the Confirmation will govern;”

- (4) The following item shall be inserted as a new Clause 6(l):

“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.”

- (5) 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.”

- (6) 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. CNY Dealing Procedures: 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;

1. Pasal 18 dari Perjanjian diubah secara keseluruhan menjadi sebagai berikut, kecuali sepanjang Perusahaan Anda dan Citibank, N.A., Cabang Jakarta telah menyetujui sebaliknya:

”**18. Hukum yang Mengatur dan Arbitrase.** (a) Perjanjian ini dan setiap kewajiban non-kontraktual yang timbul dari atau sehubungan dengan Perjanjian ini, diatur oleh, dan diartikan sesuai dengan, hukum negara bagian New York, Amerika Serikat.

(b) sehubungan dengan setiap tuntutan, tindakan atau proses hukum terkait dengan Perjanjian ini atau Konfirmasi Elektronik, masing-masing pihak setuju bahwa setiap tuntutan, perselisihan atau perbedaan apapun yang timbul dari atau berkaitan dengan Perjanjian ini (“**Perselisihan**”) akan diajukan ke dan ditentukan melalui arbitrase di hadapan suatu Majelis Arbitrase yang terdiri dari tiga (3) orang arbiter (“**Majelis**”).

(c) setiap pengajuan suatu Perselisihan ke arbitrase akan ditentukan berdasarkan aturan-aturan Singapore International Arbitration Centre yang akan berlaku terhadap setiap arbitrase berdasarkan Perjanjian ini dimanapun arbitrase tersebut dilaksanakan;

(d) Singapura akan menjadi tempat kedudukan arbitrase tetapi persidangan dapat dilaksanakan di tempat lain sebagaimana disepakati oleh para pihak dan Majelis atau sebagaimana dianggap layak oleh Majelis setelah konsultasi dengan para pihak;

(e) bahasa yang digunakan dalam arbitrase adalah bahasa Inggris dan semua dokumen yang diserahkan ke arbitrase harus diserahkan dalam bahasa asalnya dengan terjemahan dalam bahasa Inggris;

(f) kewenangan Majelis meliputi wewenang untuk membuka, memeriksa dan memperbaiki suatu keputusan pihak ketiga yang berwenang berdasarkan kontrak untuk membuat suatu keputusan;

(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).

3. 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.

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

(g) arbitrase dilaksanakan secara tertutup. Para pihak setuju bahwa semua dokumen dan bukti yang diserahkan dalam arbitrase (termasuk tapi tidak terbatas pada setiap pernyataan awal dan keputusan interim atau akhir) akan tetap bersifat rahasia baik selama maupun setelah suatu keputusan akhir diberikan kecuali para pihak menyetujui sebaliknya secara tertulis;

(h) sehubungan dengan ketentuan-ketentuan di atas, para pihak dalam Perjanjian ini sepakat untuk tidak mengajukan suatu Perselisihan (termasuk Perselisihan mengenai kewajiban yang bersifat non-kontraktual yang timbul dari atau sehubungan dengan Perjanjian atau keberadaan, keabsahan atau pengakhiran Perjanjian) yang timbul berdasarkan Perjanjian ke pengadilan dalam yurisdiksi para pihak;

(i) masing-masing pihak setuju bahwa tanpa menghalangi penyampaian dalam bentuk lain, setiap dokumen dalam suatu Perselisihan yang diajukan ke arbitrase dapat diberikan ke pihak lainnya dengan dikirimkan ke atau disampaikan kepada pihak tersebut di alamat terakhir dalam catatan pihak lainnya. Masing-masing pihak menyanggupi untuk tetap menggunakan alamat tersebut dan untuk memberitahukan pihak lainnya secara tertulis terlebih dahulu jika terjadi perubahan dari waktu ke waktu atas alamat tersebut, pemberitahuan tersebut akan disampaikan secara langsung atau dikirim melalui surat tercatat dengan perangko prabayar atau dikirim melalui faksimili (dengan konfirmasi melalui surat dengan perangko prabayar).

3. Meskipun terdapat ketentuan lain yang bertentangan, Anda mengakui dan menyetujui bahwa Citibank hanya akan menyediakan untuk Anda, produk-produk terkait valuta asing sebagai bagian dari CitiFX Pulse. Anda menyatakan dan menjamin bahwa Anda hanya akan memberikan perintah dan melakukan Transaksi untuk produk-produk terkait valuta asing.

4. Para pihak setuju bahwa dalam hal terdapat ketidaksesuaian antara versi Bahasa Inggris dan Bahasa Indonesia dari Perjanjian ini, maka yang berlaku adalah versi Bahasa Inggris.

#### **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. Section 6 of the Agreement shall be amended by inserting the following new Section 6(f1) and Section 6(f2):-

(f1) 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 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 (but without any Schedule except (i) for the election of English Law as the governing law; (ii) the submission to the exclusive jurisdiction of the Courts of England and Wales 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 USD as the Termination Currency and the application of Credit Event Upon Merger). 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;

- (f2) Each Confirmation incorporates by reference the 1998 FX and Currency Option Definitions (as published by International Swaps and Derivatives Association, Inc. (ISDA), the Emerging Markets Traders Association and The Foreign Exchange Committee) (the "FX Definitions") and the 2006 ISDA Definitions (the "Swap Definitions" and together with the FX Definitions, the "Definitions"). If there is any inconsistency between the FX Definitions and the Swap Definitions, the FX Definitions will govern. If there is any inconsistency between the Definitions and a Confirmation, the Confirmation will govern.

5. 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).

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:**

1. If Your Firm and Citibank, NA Philippine Branch ("Citibank Philippines") 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 Citibank Philippines 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 date that you click accept the Agreement, Your Firm and Citibank Philippines had executed a separate Single Agreement in the ISDA Form (but without any Schedule except (i) for the election of English Law as the governing law; (ii) the submission to the exclusive jurisdiction of the Courts of England and Wales 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 waives 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 USD as the Termination Currency and the application of Credit Event Upon Merger). 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 Citibank Philippines, 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 Citibank Philippines shall also govern such Transactions between Your Firm and Citibank Philippines 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;

Each Confirmation incorporates by reference the 1998 FX and Currency Option Definitions (as published by International Swaps and Derivatives Association, Inc. (ISDA), the Emerging Markets Traders Association and The Foreign Exchange Committee) (the "FX Definitions") and the 2006 ISDA Definitions (the "Swap Definitions" and together with the FX Definitions, the "Definitions"). If there is any inconsistency between the FX Definitions and the Swap Definitions, the FX Definitions will govern. If there is any inconsistency between the Definitions and a Confirmation, the Confirmation will govern.

2. 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:
  - (a) 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.



(b) 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. Clause 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.

<b>Product: CitiFX Pulse</b>
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<b>Jurisdiction</b>	<b>Citibank entity</b>
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:

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

**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

**SHARIA Annex:**  
**Lampiran SYARIAH:**

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(f) 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

Lampiran ini berlaku untuk Anda dan menambahkan ketentuan-ketentuan dari Perjanjian Pengguna (*User*) dan Pemberian Akses Elektronik yang ditandatangani antara Anda dan Citibank.

1. Sehubungan dengan Perjanjian ini atau setiap Transaksi atau setiap Konfirmasi yang terkait dengannya, pasal 6(f) dari Perjanjian ini diubah sebagai berikut, kecuali sepanjang Perusahaan Anda dan entitas Citibank yang terkait telah menyetujui sebaliknya untuk produk-produk atau transaksi-transaksi tertentu:

"Apabila Perusahaan Anda dan cabang Citibank, N.A. tertentu atau afiliasi Citibank dengan siapa Perusahaan Anda bertransaksi, belum menandatangani perjanjian induk ISDA atau perjanjian induk lainnya yang mengatur jenis Transaksi yang Anda lakukan dengan menggunakan Sistem, Transaksi dan Konfirmasi yang sesuai dengan cabang atau afiliasi Citibank tersebut akan menambahkan, menjadi bagian dari, dan tunduk pada, suatu perjanjian tunggal ("**Perjanjian Tunggal**") dalam bentuk Perjanjian Induk ISDA 202 sebagaimana dipublikasikan oleh ISDA ("**Format ISDA**") tunduk pada perubahan di bawah ini, seakan-akan, pada tanggal Anda mengklik menerima Perjanjian, Perusahaan Anda dan cabang atau afiliasi Citibank yang terkait, sebagaimana relevan, telah menandatangani suatu Perjanjian Tunggal yang terpisah dalam Format ISDA, tunduk pada perubahan di bawah ini.

Pasal 13(b) dari Perjanjian Tunggal dengan ini dihapus secara keseluruhan dan diganti dengan ketentuan sebagai berikut:

**"Yurisdiksi**

Setiap perselisihan, kontroversi atau tuntutan, baik yang bersifat kontraktual atau non-kontraktual, yang timbul dari atau sehubungan dengan Perjanjian ini, termasuk setiap pertanyaan mengenai pembentukannya, keberadaan, keabsahan atau pengakhiran akan diserahkan ke dan diselesaikan secara final:

- (i) Oleh arbitrase berdasarkan Aturan Arbitrase London Court of International Arbitration ("**LCIA**") ("**Aturan**"). Aturan dianggap dimasukkan melalui rujukan ke dalam Pasal ini.
- (ii) Jumlah arbiter adalah tiga orang, masing-masing pihak memiliki hak untuk menominasikan satu arbiter. Jika satu pihak gagal untuk menunjuk seorang arbiter dalam waktu 30 hari sejak menerima pemberitahuan mengenai penunjukan arbiter oleh pihak lainnya, maka arbiter tersebut akan ditunjuk oleh LCIA.
- (iii) Arbiter ketiga, yang akan bertindak sebagai

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.

ketua majelis, akan dipilih oleh kedua arbiter yang dipilih oleh atau atas nama para pihak. Jika beliau tidak dipilih dan ditunjuk dalam waktu 15 hari sejak tanggal yang paling terakhir dimana para arbiter yang ditunjuk oleh kedua pihak ditunjuk, maka beliau akan ditunjuk oleh LCIA.

- (iv) Tempat kedudukan arbitrase adalah London, Inggris dimana seluruh persidangan dan pertemuan akan diadakan, kecuali para pihak setuju sebaliknya. Bahasa yang akan digunakan dalam proses arbitrase adalah bahasa Inggris.
- (v) Para pihak memiliki hak untuk banding atas putusan majelis arbitrase ke pengadilan yang berwenang atas setiap pertanyaan mengenai fakta atau hukum. Sepanjang bertentangan dengan hak ini, maka setiap ketentuan dari Aturan LCIA dengan ini tidak diberlakukan.
- (vi) Dengan ini disepakati bahwa para arbiter tidak memiliki kewenangan untuk memutuskan kerugian punitif atau *exemplary* dalam bentuk apapun berdasarkan setiap keadaan baik kerugian tersebut dapat tersedia atau tidak berdasarkan hukum terkait yang berlaku, para pihak dengan ini melepaskan haknya, jika ada, untuk mendapatkan ganti atas kerugian tersebut.
- (vii) Para pihak setuju bahwa para arbiter memiliki kuasa untuk memutuskan, atas dasar sementara, setiap pembebasan dimana para arbiter tersebut akan memiliki kuasa untuk memberikannya dalam putusan akhir.
- (viii) Pasal arbitrase ini, termasuk keabsahan dan lingkupnya, diatur oleh hukum Inggris.
- (ix) Tanpa mengurangi kekuasaan para arbiter yang diberikan oleh Aturan, undang-undang atau lainnya, para arbiter memiliki kekuasaan pada setiap saat, atas dasar bukti tertulis dan pengajuan oleh para pihak saja, untuk membuat putusan yang mendukung penuntut (atau responden dalam suatu tuntutan balik) sehubungan dengan setiap tuntutan (atau tuntutan balik) dimana tidak ada bantahan yang dapat diperbedatkan secara wajar, baik seluruhnya atau kecuali mengenai jumlah ganti rugi atau jumlah lain yang akan diputuskan.
- (x) Tidak ada ketentuan dalam Pasal 13(b) ini yang akan diartikan untuk menghalangi salah satu pihak untuk meminta *conservatory relief* atau *relief* interim serupa kepada pengadilan yang berwenang dan tidak ada ketentuan apapun dalam Pasal ini yang melarang suatu pihak untuk mengajukan suatu tindakan untuk

- (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

menegakkan keputusan terkait uang di setiap yurisdiksi lainnya.

- (xi) Para pihak setuju bahwa arbitrase dan setiap fakta, dokumen, putusan atau informasi lain yang terkait dengan arbitrase atau perselisihan, kontroversi atau tuntutan yang terkait arbitrase akan dijaga kerahasiaannya dengan ketat dan tidak akan diungkapkan kepada pihak ketiga tanpa persetujuan tertulis secara tegas dari pihak lainnya, kecuali pengungkapan tersebut diharuskan untuk mematuhi persyaratan hukum atau peraturan.”

Ketentuan-ketentuan dari Lampiran dari Format ISDA berikut ini akan berlaku: (i) pemilihan hukum Inggris sebagai hukum yang mengatur; (ii) penentuan mata uang USD sebagai Mata Uang Pengakhiran dan pemberlakuan Peristiwa Kredit pada Merger; dan (iii) Bagian 5 dari Lampiran, yang dengan ini diubah untuk memasukkan ayat baru berikut ini:

“Pihak A dan Pihak B setuju bahwa, meskipun terdapat ketentuan lain dalam Perjanjian ini:

tidak ada bunga yang akan dibayarkan oleh Pihak A atau Pihak B sesuai dengan Pasal 9(h) dari Perjanjian dan, untuk tujuan penghitungan atau penentuan sehubungan dengan Perjanjian, semua rujukan ke bunga di Pasal 2(d), Pasal 6(e)(iv) dan definisi ‘Jumlah yang Belum Dibayar’ di Pasal 14 akan diabaikan dan jumlah bunga yang dimasukkan dalam penghitungan atau penentuan sesuai dengan Pasal-pasal tersebut dari Perjanjian adalah nol, DENGAN KETENTUAN BAHWA tidak ada ketentuan dalam Bagian 5 ini yang akan mempengaruhi penghitungan atau penentuan atau secara lain membatasi pembayaran suatu jumlah sesuai dengan ketentuan-ketentuan dari suatu Transaksi dimana suatu suku bunga atau jumlah bunga dimasukkan sebagai suatu nilai rujukan atau poin rujukan yang digunakan untuk menghitung atau menentukan (seluruhnya atau sebagian) suatu jumlah yang harus dibayarkan sesuai dengan Transaksi tersebut”.

Tidak ada sesuatupun dalam ketentuan ini yang melarang suatu pihak untuk melakukan suatu tindakan untuk menegakkan keputusan terkait uang di setiap yurisdiksi lain. Sepanjang terdapat ketidaksesuaian antara ketentuan dari Perjanjian Tunggal dan suatu Konfirmasi, maka Konfirmasi yang akan berlaku untuk tujuan dari Transaksi tertentu. Setiap Perjanjian Tunggal akan mengandung modifikasi lain (termasuk pemilihan tambahan) atas Format ISDA (masing-masing disebut “**Modifikasi Perjanjian**”)

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

sebagaimana dapat disetujui oleh Perusahaan Anda dan cabang atau afiliasi Citibank yang terkait, sebagaimana relevan, dari waktu ke waktu. Sepanjang terdapat ketidaksesuaian antara suatu Modifikasi perjanjian dan suatu Modifikasi Perjanjian sebelumnya, ketentuan-ketentuan dari Modifikasi Perjanjian yang paling terakhir yang akan berlaku. Perjanjian Tunggal antara Perusahaan Anda dan cabang Citibank, N.A. atau afiliasi Citibank tertentu, sebagaimana relevan, juga akan mengatur Transaksi tersebut antara Perusahaan Anda dan cabang Citibank, N.A. atau afiliasi Citibank tertentu yang tidak dilakukan melalui Sistem tetapi tidak akan mengatur Transaksi yang konfirmasi atau dokumen lain yang disepakati antara para pihak secara jelas mengindikasikan maksud bahwa Transaksi tersebut tunduk pada perjanjian induk yang terpisah (baik yang ditandatangani secara terpisah atau dianggap timbul dengan dimasukkan ke dalam suatu konfirmasi), baik sebagai suatu Transaksi tunggal berdasarkan perjanjian induk yang terpisah tersebut atau sebagai bagian dari suatu kelompok Transaksi yang ditentukan yang tunduk pada perjanjian induk yang terpisah tersebut.”

2. Pasal 18 dari Perjanjian dengan ini dihapus secara keseluruhan dan diganti dengan ketentuan sebagai berikut:

“Perjanjian ini dan setiap kewajiban non-kontraktual yang timbul dari atau sehubungan dengannya akan diatur oleh dan ditafsirkan sesuai dengan hukum Inggris. Setiap perselisihan, kontroversi atau tuntutan, baik yang bersifat kontraktual atau non-kontraktual, yang timbul dari atau sehubungan dengan Perjanjian ini, termasuk setiap pertanyaan mengenai pembentukannya, keberadaan, keabsahan atau pengakhiran akan diserahkan ke dan diselesaikan secara final:

- (i) Oleh arbitrase berdasarkan Aturan Arbitrase London Court of International Arbitration (“**LCIA**”) (“**Aturan**”). Aturan dianggap dimasukkan melalui rujukan ke dalam Pasal ini.
- (ii) Jumlah arbiter adalah tiga orang, masing-masing Pihak memiliki hak untuk menominasikan satu arbiter. Jika satu pihak gagal untuk menunjuk seorang arbiter dalam waktu 30 hari sejak menerima pemberitahuan mengenai penunjukan arbiter oleh pihak lainnya, maka arbiter tersebut akan ditunjuk oleh LCIA.
- (iii) Arbiter ketiga, yang akan bertindak sebagai ketua majelis, akan dipilih oleh kedua arbiter yang dipilih oleh atau atas nama para pihak. Jika beliau tidak dipilih dan ditunjuk dalam waktu 15 hari sejak tanggal yang paling terakhir dimana para arbiter yang ditunjuk

- 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
- oleh kedua pihak ditunjuk, maka beliau akan ditunjuk oleh LCIA.
- (iv) Tempat kedudukan arbitrase adalah London, Inggris dimana seluruh persidangan dan pertemuan akan diadakan, kecuali Para Pihak setuju sebaliknya. Bahasa yang akan digunakan dalam proses arbitrase adalah bahasa Inggris.
- (v) Para Pihak memiliki hak untuk banding atas putusan majelis arbitrase ke pengadilan yang berwenang atas setiap pertanyaan mengenai fakta atau hukum. Sepanjang bertentangan dengan hak ini, maka setiap ketentuan dari Aturan LCIA dengan ini tidak diberlakukan.
- (vi) Dengan ini disepakati bahwa para arbiter tidak memiliki kewenangan untuk memutuskan kerugian punitif atau *exemplary* dalam bentuk apapun berdasarkan setiap keadaan baik kerugian tersebut dapat tersedia atau tidak berdasarkan hukum terkait yang berlaku, para pihak dengan ini melepaskan haknya, jika ada, untuk mendapatkan ganti atas kerugian tersebut.
- (vii) Para pihak setuju bahwa para arbiter memiliki kuasa untuk memutuskan, atas dasar sementara, setiap pembebasan dimana para arbiter tersebut akan memiliki kuasa untuk memberikannya dalam putusan akhir.
- (viii) Pasal arbitrase ini, termasuk keabsahan dan lingkungannya, diatur oleh hukum Inggris.
- (ix) Tanpa mengurangi kekuasaan para arbiter yang diberikan oleh Aturan, undang-undang atau lainnya, para arbiter memiliki kekuasaan pada setiap saat, atas dasar bukti tertulis dan pengajuan oleh para pihak saja, untuk membuat putusan yang mendukung penuntut (atau responden dalam suatu tuntutan balik) sehubungan dengan setiap tuntutan (atau tuntutan balik) dimana tidak ada bantahan yang dapat diperbedatkan secara wajar, baik seluruhnya atau kecuali mengenai jumlah ganti rugi atau jumlah lain yang akan diputuskan.
- (x) Tidak ada ketentuan dalam pasal 18 ini yang akan diartikan untuk menghalangi salah satu pihak untuk meminta *conservatory relief* atau *relief* interim serupa kepada pengadilan yang berwenang dan tidak ada ketentuan apapun dalam Pasal ini yang melarang suatu pihak untuk mengajukan suatu tindakan untuk menegakkan keputusan terkait uang di setiap yurisdiksi lainnya.
- (xi) Para pihak setuju bahwa arbitrase dan setiap fakta, dokumen, putusan atau



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.”

## CitiFX® PRIVACY POLICY

This is the privacy policy for CitiFX® E-Commerce. This policy does not tell users where they can go to exercise their opt-in or opt-out options.

We invite you to contact us if you have questions about this policy. You may contact us by mail at the following address:

CitiFX E-Commerce  
390 Greenwich Street  
Floor 5  
New York, NY 10013  
U.S.A.

You may contact us by e-mail at [citifx@citigroup.com](mailto:citifx@citigroup.com).

Warning: Citigroup advise that you not send confidential information via unencrypted email over the public internet. There is no guarantee that e-mail transmissions are secure or error-free as such transmissions can be intercepted, corrupted, lost or destroyed, or can arrive late or incomplete or can contain viruses. If in doubt please call the 24-hour helpdesk at +1.212.820.5373.

## Dispute Resolution and Privacy Seals

We have the following privacy seals and/or dispute resolution mechanisms. If you think we have not followed our privacy policy in some way, we can help you resolve your concern. You can write to us at:

CitiFX E-Commerce  
390 Greenwich Street  
Floor 5  
New York NY 10013  
U.S.A.

You can also send us an e-mail with the dispute details at: [citifx@citigroup.com](mailto:citifx@citigroup.com).

Warning: Citigroup advise that you not send confidential information via unencrypted email over the public internet. There is no guarantee that e-mail transmissions are secure or error-free as such transmissions can be intercepted, corrupted, lost or destroyed, or can arrive late or incomplete or can contain viruses. If in doubt please call the 24 hour

informasi lain yang terkait dengan arbitrase atau perselisihan, kontroversi atau tuntutan yang terkait arbitrase akan dijaga kerahasiaannya dengan ketat dan tidak akan diungkapkan kepada pihak ketiga tanpa persetujuan tertulis secara tegas dari pihak lainnya, kecuali pengungkapan tersebut diharuskan untuk mematuhi persyaratan hukum atau peraturan.”

## KEBIJAKAN KERAHASIAAN CitiFX®

Ini adalah kebijakan kerahasiaan untuk CitiFX® E-Commerce. Kebijakan ini tidak memberitahukan para pengguna (users) kemana mereka harus pergi untuk melaksanakan pilihan *opt-in* atau *opt-out* mereka.

Kami mengajak Anda untuk menghubungi kami jika Anda memiliki pertanyaan-pertanyaan mengenai kebijakan ini. Anda dapat menghubungi kami melalui surat di alamat sebagai berikut:

CitiFX E-Commerce  
390 Greenwich Street  
Floor 5  
New York, NY 10013  
U.S.A.

Anda dapat menghubungi kami melalui e-mail di [citifx@citigroup.com](mailto:citifx@citigroup.com).

Peringatan: Citigroup menyarankan agar Anda tidak mengirimkan informasi rahasia melalui e-mail yang tidak terenkripsi dengan menggunakan internet di tempat umum. Tidak ada jaminan bahwa transmisi e-mail adalah aman atau bebas dari kesalahan karena transmisi tersebut dapat disadap, rusak, hilang atau hancur, atau dapat terlambat datang atau tidak lengkap atau dapat berisi virus. Jika merasa ragu silahkan menghubungi bantuan 24 jam di +1.212.820.5373.

## Penyelesaian Sengketa dan Penjagaan Privasi

Kami memiliki penjagaan privasi dan/atau mekanisme penyelesaian sengketa sebagai berikut. Jika Anda berpendapat bahwa kami tidak mengikuti kebijakan privasi kami dalam beberapa hal, kami dapat membantu Anda untuk menyelesaikan kekhawatiran Anda. Anda dapat menuliskepada kami di:

CitiFX E-Commerce  
390 Greenwich Street  
Floor 5  
New York NY 10013  
U.S.A.

Anda juga dapat mengirimkan e-mail kepada kami dengan rincian sengketa ke: [citifx@citigroup.com](mailto:citifx@citigroup.com).

Peringatan: Citigroup menyarankan agar Anda tidak mengirimkan informasi rahasia melalui e-mail yang tidak terenkripsi dengan menggunakan internet di tempat umum. Tidak ada jaminan bahwa transmisi e-mail adalah aman atau bebas dari kesalahan karena transmisi tersebut dapat disadap, rusak, hilang atau hancur, atau dapat terlambat datang atau tidak lengkap

helpdesk at +1.212.820.5373.

### **Additional Information**

This policy is valid for 2 days from the time that you load it.

### **Data Collection**

#### **Site Security**

We collect the following information:

- Computer information  

CitiFX® collects information about the type of browser used by a user when accessing the web site (i.e. Internet Explorer or Netscape Navigator). This information may be used to run browser usage reports at any point in time.
- Navigation and click-stream data  

CitiFX® collects information about the various pages visited by a user, during an open session. This information may be used to run site usage reports at any point in time.
- Transaction history
- Interactive data

This data may be used for the following purposes:

- Completion and support of the current activity.
- Web site and system administration.
- Research and development.
- Historical preservation.

This data will be used by ourselves and our agents.

The following explanation is provided for why this data is collected:

Data collected in this group is used by CitiFX® to keep a track of the deals transacted by a customer over the CitiFX Trader platform. These reports help CitiFX® in determining the direction of any new features and enhancements that the organization may undertake, and to improve the quality of the user's experience for the web site.

atau dapat berisi virus. Jika merasa ragu silahkan menghubungi bantuan 24 jam di +1.212.820.5373.

### **Informasi Tambahan**

Kebijakan ini berlaku selama 2 hari sejak Anda membuka kebijakan ini.

### **Pengumpulan Data**

#### **Keamanan Situs**

Kami mengumpulkan informasi sebagai berikut:

- Informasi Komputer  

CitiFX® mengumpulkan informasi mengenai tipe browser yang digunakan oleh seorang pengguna (user) ketika mengakses situs web (contohnya Internet Explorer atau Netscape Navigator). Informasi ini dapat digunakan untuk menjalankan laporan penggunaan browser pada setiap saat.
- Data navigasi dan *click-stream*  

CitiFX® mengumpulkan informasi mengenai berbagai macam halaman yang dikunjungi oleh seorang pengguna (user), selama halaman tersebut dibuka. Informasi ini dapat digunakan untuk menjalankan laporan penggunaan situs pada setiap saat.
- Riwayat transaksi
- Data interaktif

Data ini dapat digunakan untuk tujuan-tujuan sebagai berikut:

- Kelengkapan dan pendukung dari aktivitas yang sedang berlangsung.
- Administrasi situs web dan sistem.
- Penelitian dan pengembangan.
- Pemeliharaan riwayat

Data ini akan digunakan oleh kami dan agen-agen kami.

Penjelasan berikut diberikan untuk alasan pengumpulan data ini:

Data yang dikumpulkan di dalam grup ini digunakan oleh CitiFX® untuk mengawasi penawaran-penawaran yang ditransaksikan oleh nasabah melalui platform CitiFX Trader. Laporan-laporan ini membantu CitiFX® dalam menentukan arah dari setiap fitur-fitur baru dan perbaikan-perbaikan yang mungkin diambil oleh institusi, dan untuk meningkatkan kualitas dari pengalaman pengguna (user) untuk situs web.

## Cookies

A cookie is an element of data that a Web site can send to your browser, which may then store it on your system. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it.

Our site makes use of cookies. Cookies are used for the following purpose:

If you click the check-box on the login page, we will use a "cookie" (a small file placed on your hard drive) to remember your "Organisation ID". You are free to decline this cookie, simply by not clicking on the check-box, however if you do so, you will have to re-enter your Organisation ID each time you log on to this website from this PC.

Only CitiFX and its agents will use this data.

CitiFX believes that our privacy principles are consistent with the practices of Citigroup.

**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 ACCESS TO THE SYSTEM.**

## Cookies

*Cookie* adalah suatu elemen data yang dapat dikirimkan oleh suatu situs Web ke *browser* Anda, yang kemudian dapat menyimpan data tersebut di sistem Anda. Anda dapat mengatur *browser* Anda untuk memberikan notifikasi kepada Anda ketika Anda menerima *cookie*, memberikan Anda kesempatan untuk memutuskan apakah akan menerima data tersebut.

Situs kami menggunakan *cookies*. *Cookies* digunakan untuk tujuan sebagai berikut:

Jika Anda menekan pilihan *check-box* pada halaman *login*, kami akan menggunakan suatu "*cookie*" (suatu *file* kecil yang ditempatkan di perangkat keras anda) untuk mengingat "ID Organisasi" Anda. Anda bebas untuk menolak *cookie* ini, hanya dengan tidak menekan pilihan *check-box*, namun jika Anda melakukan hal tersebut, Anda harus memasukkan kembali ID Organisasi Anda pada setiap saat Anda masuk ke situs web ini dari PC ini.

Hanya CitiFX dan agen-agen CitiFX yang akan menggunakan data ini.

CitiFX yakin bahwa prinsip-prinsip kerahasiaan kami konsisten dengan seluruh praktik dari Citigroup.

**DENGAN MENEKAN PILIHAN "SAYA MENERIMA DAN SETUJU" DI BAWAH INI, ANDA MENGAKUI BAHWA ANDA TELAH MEMBACA, MEMAHAMI, DAN MENYETUJUI UNTUK TERIKAT DENGAN PERJANJIAN INI DAN SETUJU TERHADAP PENGUNGKAPAN INFORMASI SEBAGAIMANA DIJELASKAN DALAM PERJANJIAN. JIKA ANDA MENEKAN PILIHAN "SAYA TIDAK MENERIMA" DI BAWAH INI, ANDA AKAN DITOLAK UNTUK MELAKUKAN AKSES KE SISTEM.**