

## 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). For the purposes of this Agreement, Bullion shall mean gold, silver, platinum or palladium. This Agreement will amend and replace any previous agreement entered into by You or Your Firm covering Your use of and access to the System.

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

1. **Description of Services.** The System is comprised of one or more of the products listed in the Product Annex attached to this Agreement, as more fully described in written information separately provided to you, and as may be amended from time to time in Citibank's sole discretion. You may access and use some or all of the products as agreed to by Your Firm and Citibank, and references herein to the System shall mean at any time those products to which You have been granted access at such time. Your access to any specific product shall constitute Your agreement to be bound by the terms and conditions of this Agreement with respect to such product.
2. **Grant of License and Access.** Subject to the terms of this Agreement, Citibank grants to You a non-exclusive, revocable, non-transferable, and limited license to access and use the System and System Content in accordance with the terms of this Agreement and for Your Firm's internal business purposes only in connection with Transactions and provided that You are and remain (a) an employee of Your Firm (or, if applicable, an authorized Agent of Your Firm); (b) designated by Your Firm as an authorized representative for the purposes of this Agreement; and (c) approved by Citibank to use the System (an "Authorized User"). Citibank may, without notice and in its sole discretion, suspend, modify or restrict Your access to the System and/or the System Content. Citibank may also place limits on Your ability to transact over the System or decline to enter into Transactions with You over the System. You are solely responsible for providing all hardware, software, telephone or other communications equipment and service needed to implement and access the System. You will not knowingly or negligently introduce or permit, and will use commercially reasonable security measures to prevent, the introduction of any computer viruses, worms, or other harmful codes into the System. You will not attempt to access information or applications that You have not been expressly authorized to use by Citibank, and, if You inadvertently gain such access, You agree not to use or disseminate, reproduce, redistribute or decompile any such information or applications.
3. **Security Procedures.** You must use the unique user identifications, digital certificates, access codes, passwords and other identification devices (collectively "Security Procedures") as Citibank may issue to You or otherwise establish from time to time. You will safeguard the Security Procedures assigned to You, and will not authorize or permit any other party to access the System and/or any System

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

#### 4. Use of the System.

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

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

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

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

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

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

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

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

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

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

(c) Citibank warrants and represents that:

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

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

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

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

between the terms in the Country Annexes and this Agreement, the terms in the Country Annexes will prevail solely with respect to the applicable jurisdiction.

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

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

- (a) Your Firm is acting for its own account and will be liable as a principal in respect of all Transactions and confirmation of Transactions through the System (“Confirmations”) You enter into through the System or either by facsimile, email or via SWIFT message to the Your nominated facsimile number, email or SWIFT addresses and the You hereby accept the risks associated with the means of communication selected; Your Firm has full power, capacity, authority and legal right to enter into Transactions and/or Confirmations; the Transactions and/or Confirmations constitute your Firm’s legal, valid and binding obligations enforceable in accordance with their terms; where You are acting as an Agent the reference to “Your Firm” in this section 6(a) shall be construed as a reference solely to Your principal, and not to You or Your employer, provided that You have notified Citibank that You are acting as an Agent and have provided evidence reasonably satisfactory to Citibank of Your authority to use the System on behalf of Your principal;
- (b) Your Firm is capable of evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of any Transactions; Your Firm is also capable of assuming, and assumes, the finance and other risks of any Transaction; Each Instruction is and will be: (i) appropriate in view of Your sophistication and expertise, security controls and financial status; (ii) in compliance with Applicable Law; and (iii) conducted in accordance with Your Firm’s applicable governance requirements and all applicable internal policies or procedures;
- (c) Your Firm shall use the Algo Strategies solely for its own internal purposes and in compliance with the terms and conditions of this Agreement and Applicable Law. You will independently assess the suitability of any Algo Strategy and any associated parameters based on all information available to You. You will independently assess the risks of any Algo Strategy, including: (i) the risk that market conditions will prevent the algorithm from functioning in accordance with its strategy, parameters, risk controls or the counterparty’s expectations; (ii) the potential vulnerability of algorithmic order execution to the conduct of other market participants trading through a System where the algorithm sources liquidity; and (iii) potential risks, including latency risks, from technological or operational delay, failure or malfunction at any level or from any source (including, but not limited to, external and/or internal Systems and Your trading connection or interface.
- (iv) Citibank, N.A. (or its affiliated entities) is acting as principal and is not acting as a broker, agent, fiduciary, advisor or in any similar capacity for Your Firm in respect of any Transaction and further acknowledge and agree that Citibank will accept and work orders in good faith. You will make all trading decisions solely on the basis of Your own judgment (and upon advice from such advisers as You have deemed necessary to appoint) as to whether any Transaction is appropriate or proper and based on an independent evaluation of relevant factors, including the economic features of the financial instrument involved, the complexity of the financial instrument, and the associated market, credit and currency risks; Your Firm is not relying on any communication (written or oral) of Citibank, N.A. or its affiliated entities, as investment advice or as a recommendation to enter into any Transaction, it being understood that information and explanations related

to the terms of any Transaction shall not be considered investment advice or a recommendation to enter into the Transaction; Your Firm has not received from Citibank, N.A. or its affiliated entities, any assurance or guarantee as to the expected results of any Transaction; You expressly undertake that you will not use the System for any purpose which is contrary to law or regulation or in any manner which could: (i) have the effect of manipulating or distorting a market; (ii) cause a false or misleading impression in relation to the price, volume or level of supply or demand for products or any underlying instruments or related financial instruments; (iii) have no commercial purpose (a.k.a. “wash trades”); assist a misuse of information; (v) prejudice access to a trading or clearing system; or (vi) in Citi’s opinion abuse or take an unfair advantage of the nature or characteristics of the System or a market;

- (d) If Your Firm and the specific Citibank, NA branch or Citibank affiliate (that Your Firm is transacting with) have entered or deemed to have entered into any ISDA or other master agreement governing Transactions of the type You engage in using the System, or subsequent to entering into this Agreement you enter into any ISDA or other master agreement of the type You engage in using the System, the Confirmations shall be deemed to be in conformity with the terms of such master agreement and any confirmation incorporating the terms of such master agreement with the respective Citibank entity as the case may be;
- (e) Your Firm understands and agrees that (i) any transaction concluded by means of a recorded telephone conversation is a legally binding transaction as from the date of such conversation; (ii) the subsequent Confirmation serves only as written evidence of the valid and binding oral agreement; and (iii) failure to exchange Confirmations will not in any way invalidate the underlying oral transaction.
- (f) When Citibank executes a Transaction with you, Citibank may be required under Applicable Law to, or may in response to an order, directive or request regarding reporting and/or retention of Transaction or similar information issued by any government authority and regulatory authorities or any other regulatory body, or agency, make information regarding the Transaction and its execution (which may include information about you) public or available or to report such information to any competent regulatory, prosecuting, tax or governmental authority or agency, or central bank, in any jurisdiction, domestic or foreign and/or other person;
- (g) Where Citibank has received or subsequently receives your specific consent to do so, Citibank may provide You with information that is required to be provided in a durable medium by way of email, PDF document or by any other durable medium that is not paper. With your specific consent, Citibank may also provide certain of such information not personally addressed to you by means of such websites as you are notified of by us.

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

8. Research and Calculation Functions. To the extent that Citibank provides research to You over the System, any such research is subject to change or withdrawal without notice, and does not constitute legal, accounting, tax

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

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

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

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

- (a) You are not relying on any advice of Citibank for investment, tax, legal or accounting matters (including decisions regarding the appropriateness or suitability of Calculators or Your Calculator Information) and You have sought and will rely on the advice of Your own professionals and advisors for investment, tax, legal or accounting matters and You will make an independent analysis and decision based upon such advice;
- (b) Citibank has not and is not through the availability of Calculators or otherwise making any personal recommendation relating to Your Calculator Information;
- (c) You have the capacity to evaluate and understand (internally or through independent professional advice) the merits of any Your Calculator Information; and
- (d) You will determine, without reliance upon Citibank, the economic risks and merits, as well as the investment, legal, tax and accounting characterisations and consequences of any decision to enter into any transactions based upon any Your Calculator Information and/or to adopt, proceed with, alter, commence, terminate, take or refrain from taking any course of action, and that You are able to assume such risks.
- (e) Your Calculator Information shall be Confidential Information belonging to You. Citibank will limit access to Your Calculator Information to those of its employees, agents and contractors involved in the provision and management of the specific Calculator service. From time to time, such persons may be persons working in the foreign exchange sales and trading operations of Citibank or its Affiliates (“Sales Person(s)”). Prior to allowing a Sales Person any access to any part of Your Calculator Information, Citibank will set out the reasons for such access and seek Your written consent. Access by a Sales Person will not be granted without Your prior written consent. Any access will be limited to the extent of the consent given by You. You may, at any time, by notice in writing to Citibank, terminate or restrict the access of any Sales Person to Your Calculator Information.

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

You will not remove, obscure or change any copyright or other notices or legends contained in the System or System Content.

10. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.

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

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

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

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

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

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

SUBJECT TO THE FOREGOING INDEMNIFICATION BY CITIBANK, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITIBANK AND ITS AFFILIATES, EMPLOYEES AND AGENTS WITH RESPECT TO ANY CLAIM, DAMAGE, LOSS, COST OR LIABILITY ARISING, DIRECTLY OR INDIRECTLY, FROM (A) YOUR USE OF OR INABILITY TO USE THE SYSTEM OR ANY SYSTEM CONTENT (INCLUDING ISSUING OF 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 Confidential Information owned exclusively by Citibank. Except as otherwise provided herein, neither party may transfer or disclose Confidential Information of the other party to any third party or use such Confidential Information except as permitted by this Agreement. These obligations shall not apply to information which (i) is, or becomes, known to the public other than as a result of a breach of this Agreement, (ii) is rightfully received by the other party from a third party entitled to disclose it, (iii) is independently developed by the other party without use of or reference to another party's Confidential Information, or (iv) is required to be disclosed by the terms of any court order, subpoena, administrative order, rule, regulation, or otherwise by Applicable Law or in accordance with this Agreement. You, Your Firm and Citibank each agree to maintain adequate security procedures and take reasonable precautions to prevent the misuse, unauthorized or inadvertent disclosure, or loss of Confidential Information.
- (b) All information submitted by or through You to Citibank or collected by Citibank from You through or in connection with the System, including all registration data, clickstream data, and Transaction data, will be the property of Citibank, and Citibank will be free to use it in accordance with its business practices, Applicable Law and the confidentiality provisions of this Agreement.
- (c) You agree that Citibank shall be free to use such information without restriction if such information is aggregated with other data or otherwise processed such that it cannot be attributed to or associated with You.
- (d) You undertake to provide Citibank with all documents and other information reasonably requested by it, and to update Citibank within 30 days of a material change in any information previously provided.
- (e) You further agree that Citibank may disclose Confidential Information about You to: (i) any service provider to Citibank and any contractors or agents of a service provider for the purposes of operation and maintenance of the System or compliance with Applicable Law; and (ii) Citibank's affiliates, as reasonably necessary to evaluate credit exposure to You and/or Your Firm or for the purpose of managing Your and/or Your Firm's business relationship with Citibank and its affiliates or compliance with Applicable Law; and (iii) government agencies and regulatory authorities, agencies, or courts or other tribunals, whether domestic or foreign, upon their request or where required by Applicable Law, provided that Citibank shall procure that the recipients of such Confidential Information referred to in sub-paragraphs (i) and (ii) shall be subject to the same or similar confidentiality obligations as apply to Citibank's use of the Confidential Information under this Agreement.
- (f) You acknowledge and agree that Citibank or any of its designees or representatives may monitor and record Your use of the System and may monitor and record telephone conversations and other communications with You and Your Firm's employees and agents in relation to use of the System and any Transaction which we may enter into. A copy of the recording of such conversations and other communications will be available on request for a period of five (5) years or such for such period of time as necessary to comply with Applicable Law or supervisory authorities' regulations.
- (g) You and Citibank acknowledge and agree that your agreement in Sections 12(b)-(c) and 12(e)-(f) is not relied upon by Citibank or its affiliates as a legal basis for processing under the European Commission Data Protection Directive (95/46/EC) and any laws implementing such Directive, the General Data Protection Regulation (EU) 2016/679 law ("GDPR") and the laws and/or regulations of any country outside the European Economic Area (other than the Asia Pacific countries listed in the Countries Annexes) that are intended to provide equivalent protections for personal data (as defined in the GDPR or the nearest equivalent term under applicable data protection law and/or regulation) of data subjects (as defined in the GDPR or the nearest equivalent term under applicable data protection law and/or regulation) as the GDPR, including without limitation, the data protection laws or regulations of the United Kingdom, Guernsey, Israel, Jersey, Morocco and Switzerland (collectively, "Relevant Data Protection Law"). For the purposes of this Agreement, "Relevant Data Protection Law" shall not include the data protection laws or regulations of an Asia Pacific country listed in the Country Annexes, and this Section 12(g) shall not apply to any Asia Pacific country listed in the Country Annexes.
- (h) As part of Citibank's policy of continuous product development and improvement, Citibank monitors and keeps records of the nature, frequency and scope of all users' access to and/or use of the System. Citibank uses such information only on an aggregated and anonymised basis.
- (i) From time to time, in order to assist You in Your use of the System or to assist in disputes, Citibank will communicate with Your computer to determine Your computer's specification and/or environment, or to retrieve information on or related to Transactions stored thereon.
- (j) Data held by Citibank in the System (including for example the trades and the audit log) relating to any Transactions by You, will be held by Citibank for such period of time as necessary to comply with Applicable Law

or supervisory authorities' regulations.

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

### 13. Data Protection Notices.

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

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

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

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

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

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

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

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

15. Sanctions and Export Restrictions. Without limiting the generality of Your obligations to comply with all Applicable Laws, You specifically agree to comply, and will cause Your employees and agents to comply, with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations. Unless authorized by U.S. regulation or Export License, You agree that You will not export, re-export or download, directly or indirectly, any software, data or technology received from Citigroup, or allow the direct product thereof to be exported or re-exported, directly or indirectly, to (a) any country in Country Group E:2 of the Export Administration Regulations of the Department of Commerce (see <http://www.bxa.doc.gov>) or any other country subject to sanctions administered by the Office of Foreign Assets Control (see <http://www.treas.gov/ofac/>); or (b) any non-civil (i.e. military) end-users or for any non-civil end-uses in any country in Country Group D:1 of the Export Administration Regulations, as revised from time to time. You understand that countries other than the U.S. may restrict the import or use of strong encryption products and may restrict exports, and You agree that You shall be solely responsible for compliance with any such import or use restriction.



## 16. Miscellaneous.

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

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

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

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

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

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

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

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

## 电子访问与用户协议

请仔细阅读本电子访问与用户协议（“协议”）。本协议适用于您访问及使用花旗银行所提供的的一个或多个外汇交易及相关信息在线平台（“系统”）。您必须先同意本协议的条款方被允许访问系统。

您和您的雇主（“贵司”，若您是第三方交易顾问、投资经理或其他代理人（“代理人”），则也包括您的委托人）可以访问系统并被允许使用系统提供的产品及服务（如信息检索、数据、分析工具、软件、视频、音频、图形、定价信息及系统提供的其他内容（“系统内容”）），以及（若适用）进行并确认外汇及贵金属即期、远期、掉期和 / 或期权交易（“交易”），可能涉及使用系统或www.citifx.com中描述并提供的花旗

专有或被许可使用的花旗银行算法（共同或每一个均称为“算法策略”），所有前述行为均需遵守本协议所规定的条款和条件。若您通过CitiFX Benchmark与Citibank执行一项交易，则该交易应当适用《CitiFX 基准通告》，该通告可以从系统或者[www.citifx.com](http://www.citifx.com)获取。为本协议之目的，贵金属是指黄金、白银、铂金或钯。本协议将修改并替代您或贵司先前就使用及访问系统所达成的任何协议。

除非另有明确规定，提及“您”或“您的”同时是指作为自然人或（若适用）作为代理人的您和贵司。提及“花旗银行”是指花旗银行有限公司(Citibank N.A.以下同)或者适用于您的国家附件（见下文第5条所定义）中所指的花旗银行有限公司的关联实体。“协议”包括本协议本身、国家附件及系统张贴的或与系统相关的所有附录、公告、披露、说明或免责（其均被纳入本协议并构成本协议的一部分）。您同意，为任何之目的，本协议以及任何指令（定义见下文）均被视为是“书面的”并“已经签署”，并且将具有相同的法律约束力、效力和可执行性，就如同其均已以纸质形式呈现、签署并保存。本协议的任何重要附录或重大修改如果影响您的，我行将提前通知您。

1. 服务描述。系统由附在本协议之后的产品附件所列的一个或多个产品组成，该等产品在另行提供给您的书面信息中有更为全面的描述，且花旗银行有权自行决定可以不时对其进行修改。您可以访问并使用贵司与花旗银行所同意的部分或全部产品，在此提及的系统，在任何时候应指您在该时点被允许访问的那些产品。您访问任何具体产品即表明您已经同意受本协议与该产品相关的条款和条件的约束。

2. 授予许可及访问。受限于本协议的条款，花旗银行给予您非排他、可撤销、不可转让且有限的许可，允许您根据本协议的条款且仅为贵司内部与交易相关的业务之目的，访问、使用系统及系统内容，前提是您(a)系贵司的雇员（或（若适用）贵司的授权代理人）；(b)系贵司为本协议之目的指定的授权代理人；且(c)被花旗银行批准使用系统（一个“授权用户”）。花旗银行有权不经通知，自行决定中止、修改或限制您对系统和/或系统内容的访问。花旗银行亦有权对您通过系统进行交易的权限进行限制或拒绝通过系统与您进行交易。您自行负责提供实施及访问系统所需的所有硬件、软件、电话或其他通讯设备和服务。您将不会故意或因疏忽大意将任何电脑病毒、蠕虫或其他有害代码引入系统或允许任何电脑病毒、蠕虫或其他有害代码进入系统，且您将采用商业上合理的安全措施防止任何电脑病毒、蠕虫或其他有害代码进入系统。您将不会试图访问您未被花旗银行明确授权使用的信息或应用软件，且若您无意中访问了该等信息或应用软件，您同意不使用、散布、复制、重新分配或编辑任何该等信息或应用软件。

3. 安全程序。您必须使用花旗银行给您的或不时设立的独一无二的用户身份证明、数字证书、访问代码、密码及其他身份识别装置（统称为“安全程序”）。您将保护分配给您的安全程序，且不会授权或允许任何其他方访问系统和/或任何系统内容。您不会更改、删除、禁用或避开任何安全程序，亦不会协助或允许任何其他方更改、删除、禁用或避开任何安全程序，您应为任何该等情况承担全部责任。若您发现任何未经授权对系统和/或任何系统内容的访问或使用，或分配给您的安全程序遗失或被盗，您将立即通知花旗银行。贵司将向花旗银行提供并更新其就每一授权用户不时合理要求的所有信息，且若任何授权用户可进行的访问不适当，贵司同意按照安全程序中规定的方式立即通知花旗银行。更改或终止您或任何授权用户的访问不应使得在该等更改或终止生效前发出的任何指令（如下定义）或进行的交易变得无效。

4. 系统使用。您使用系统应受限于所有适用的法律、规则、规章（无论境内的还是境外的）、有权政府、法律或监管机构的命令、与该等机构的协议以及有管辖权的任何监管机构的释义（“适用法律”）。您负责确保您可合法访问和使用系统以及系统提供的或通过系统提供的服务和内容。您同意花旗银行可以假定且您声明陈述，某人使用您的安全程序发出的任何指令(a)是来自于您的；(b)来源于我行记录中与您相关的地点（包括国家、州、省或其他司法管辖区）；且(c)经贵司授权。只要您被授权访问、使用且事实上访问并使用了系统，您便持续陈述并保证：

- (i) 您使用系统应仅为您自身业务之目的，且应遵守本协议、任何相关系统手册及适用法律；
- (ii) 您不会使用系统或系统的任何特征张贴或传播不当信息，包括但不限于可能被视为淫秽、损害名誉、具有攻击性、欺诈或诽谤的任何信息，或张贴或传播任何侵犯隐私或商业形象权或侵犯任何著作权、商标、服务标记或其他所有权的信息、软件或其他材料；

(iii) 您已经合理设计并运用了安全系统和程序以防止系统的未授权使用或不当使用，并将确保授权用户及所有其他雇员遵守所有该等安全措施；

(iv) 就您使用系统、通过系统进行交易并履行您在交易和本协议项下义务而言，您已获得或将获得并保有适用法律所要求的所有通知、授权和批准并向监管者提供所有该等信息；

(v) 您将为您或因您未能根据本协议的要求遵守并保护安全程序而能够访问系统的任何其他个人或实体对系统的使用或不当使用承担全部责任。

(b) 若您系代理人，您进一步陈述并保证：

(i) 您有充分授权代表贵司签署本协议（包括但不限于做出本第4条的保证）、访问并使用系统、使用贵司的资源履行您因该等访问和使用而产生的任何义务；

(ii) 在代表贵司进行任何交易时，您没有理由相信贵司将没有能力履行在该交易项下的义务；

(iii) 在代表贵司进行任何交易时，您没有理由相信根据任何适用法律贵司进行该等交易受到任何限制或被禁止，包括但不限于源于联合国、美国、英国或欧盟的任何限制或禁止。

(c) 花旗银行陈述并保证：

(i) 其应根据本协议的条款和适用法律向您提供系统；

(ii) 其应尽商业上合理的努力来实施并使用适当的安全技术以确保系统的完整性；

(iii) 其已获得并将保有根据适用法律使其能够向您提供系统、通过系统进行任何交易并履行其在交易和本协议项下义务而要求的所有授权和批准。尽管有前述规定，您理解并同意花旗银行可能并未在所有司法管辖区均获得许可、注册、授权或允许，且您将负责确保您在任何司法管辖区使用系统进行的任何行为均符合适用法律。

5. 国家通知。若您位于附在本协议之后的国家附件所确定的任一司法管辖区，或您与任一所列司法管辖区的花旗银行或花旗银行关联机构交易，国家附件中为该司法管辖区指定的额外条款适用于您。若国家附件的条款和本协议冲突，就所适用的司法管辖区而言以国家附件的条款为准。

花旗银行有权不时修订国家附件，以增加或更改某一特定司法管辖区的条款或增加新司法管辖区的条款。仅在国家附件的修订影响到您的情况下，花旗银行才会通知您该等修订。

6. 指令与交易。您和贵司对通过系统做出的、与您的身份和/或分配给您的安全程序相关联的所有指令、信息或其他通讯（包括买卖报价）（“指令”）承担责任，且该等指令对您和贵司有约束力。您自行承担向花旗银行发送指令的风险，并同意花旗银行在处理该等指令前无需对收到任何指令进行任何确认。在花旗银行向您发送接受交易的确认（包括执行汇率）前，您与花旗银行之间不存在具有约束力的交易。您理解并同意，花旗银行将尽最大努力接受及处理订单。花旗银行有权自行决定拒绝按任何指令采取行动，且可能不时限制某些金融工具的交易。花旗银行可拒绝、取消或撤销通过系统所执行的任何交易或补充或修改任何该等交易的条款，包括但不限于1) 该等交易的达成是基于错误的比率或价格、该等交易在市场波动及/或流动性被约束的期间内达成、或违背或违反任何法律或法规或存在非法或不适当的情形；及/或2) 确认书因系统错误而产生。本第6条所列的任何该等拒绝、取消、撤销、补充或修改将合理可行地尽快通知您，在该等交易的条款已经被补充或修改时，反映该等补充或修改的确认书应替代之前的确认书，并构成有约束力交易的优先适用的记录。通过短信或推送的方式对交易发出的通知不应构成一份确认书。您持续同意、陈述并保证如下：

(a) 贵司代表其自己行事，且就您通过系统进行的所有交易以及通过系统做出的交易确认（“确认书”）

贵司将作为本人承担责任；贵司有完全的权力、资格、授权和法律权利进行交易和/或达成确认书；交易和/或确认书构成贵司合法、有效、有约束力且可以根据其条款予以强制执行的义务；若您作为代理人行事，在本第6(a)条提及“贵司”应被解释为仅指您的委托人，而非您或您的雇主，但前提是您已经通知花旗银行您作为代理人行事且已提供令花旗银行合理满意的证据证明您拥有代表您的委托人使用系统的授权；

(b) 贵司有能力（自行或基于独立的专业意见）评估并理解任何交易的条款、条件和风险，且理解并接受任何交易的条款、条件和风险；贵司亦有能力承担并担任任何交易的财务和其他风险；每一指令：(i)从您的经验和专业知识、安全控制和财务状况来看，是且将是适当的；(ii)遵守且将遵守适用法律；且(iii)系且将根据贵司适用的治理要求和所有适用的内部政策或程序进行；

(c) 贵司使用算法策略应当仅用于贵司内部目的，并应遵守本协议的条款和条件以及适用法律的规定。您将基于您能够获得的所有信息独立评估任一算法策略和有关参数的适用性。您将独立评估任一算法策略的风险，包括：(i)市场条件将会阻碍算法按照其策略、参数、风险控制或对手预期发挥功能的风险；(ii)当其他市场参与者用于进行交易的系统使用了获取流动性信息的算法，利用算法执行订单存在潜在漏洞；和(iii)潜在风险，包括由于技术或操作迟延造成的迟延风险、任何层面上或任何信息来源（包括但不限于外部和/或内部系统以及您的交易连接或交易界面）的失灵或者故障。

(d) 花旗银行有限公司（或其关联实体）就任何交易而言是作为贵司的委托人而并非作为贵司的经纪人、代理人、受托人、顾问或任何类似身份行事，且您进一步承认并同意，花旗银行将诚信地接受和处理订单。您将根据您自己基于对相关因素（包括所涉金融工具的经济特征、金融工具的复杂性以及相关市场、信用和货币风险）的独立评价而做出的任何交易是否适当或正确的判断（以及您认为必要而指定的顾问对此的意见），做出所有交易决定；贵司不依赖花旗银行有限公司或其关联实体的任何（书面的或口头的）通讯作为投资建议或推荐进行任何交易，贵司理解与任何交易的条款相关的信息和解释不应当被视为投资建议或推荐进行任何交易；贵司并未从花旗银行有限公司或其关联实体收到关于任何交易预期结果的任何保证或担保；您明确承诺，您不会将系统用于违反法律法规的目的，也不会以下列任何方式使用系统：(i)可能造成操纵或扭曲市场的方式；(ii)可能引起与产品或任何基础工具或相关金融工具的价格、数量或供应/需求水平相关的错误或误导性的印象的方式；(iii)缺乏商业目的（又称“虚假交易”）的方式；(iv)协助滥用信息的方式；(v)损害对交易或清算系统的访问的方式；或(vi)在花旗看来是滥用或不当地利用系统或市场的性质或特征的方式；

(e) 您以及您为其交易的任何委托人（交易的任何当事方）是美国商品交易法（the Commodity Exchange Act，包括其不时修改）第1(a)(18)条及其任何适用的法规意义上的一个“合格合同方（Eligible Contract Participant）”；

(f) 若贵司与某花旗银行有限公司分支机构或花旗银行关联机构（贵司与该花旗实体进行交易）已经签署或视为已经签署管辖贵司用系统所从事的该类交易的任何ISDA或其他主协议，或者在达成本协议后贵司签署了该等ISDA或其他主协议，确认书应被视为符合了该等主协议的条款以及与该花旗银行实体之间纳入该等主协议条款的任何交易确认书（视情况而定）；

(g)为单一协议之目的，贵司被视为遵守 ISDA 于 2012 年 8 月 15 日公布的 2012 年 ISDA FATCA 协议（英文“2012 ISDA FATCA Protocol”）。

(h) 当花旗银行与您订立一笔交易时，花旗银行可能受到适用法律要求，或者为响应与报告和/或保留交易有关的命令、指令或要求或者任何政府机关和监管机构或者代理机构发布的类似信息，将与交易及其订立有关的信息（可能包括与您有关的信息）进行公开或向有权机关、机关和/或其他人士提供或报告。

(i) 若花旗银行已经收悉或事后收悉您的明确同意，则花旗银行可以通过持续性载体如邮件、PDF文件或任何其他非纸质的持续性载体的形式向您提供要求提供的信息。若得到您明确同意，花旗银行也可以通过我们告知您的网站提供并非以您本人为收信对象的某些信息。

7. 结算与支付。您同意支付您就您使用系统达成的任何交易应支付的所有金额，该等金额到期时应付，不管您或贵司对花旗银行可能享有的任何抵销或反请求，该等付款不应有任何扣除、不带有并已结清任何税收，并且不应因缴任何税收或其他而扣除任何金额（除非根据适用法律的要求）。对于利用一个或多个算法政策的任何已执行交易，您应当向花旗银行支付一笔费用（“使用费”）。使用费应为我们不时书面同意的比率，但前提是，花旗银行若通过自行判断认为市场条件（包括有关流动性、波动性、利率、货币控制或对有关货币有影响的货币政策变化等）已经发生或者很可能发生变化（不论是长期变化还是短期变化），则花旗银行可以随时改变适用的使用费。花旗银行就任何交易进行结算的义务取决于花旗银行于到期结算日当日或之前收到（或满意的确认花旗银行的结算代理收到）贵司或代表贵司应于该到期日交付的所有必要的文件、资金或金融工具。花旗银行可在适用法律要求的范围内对付款进行扣除或预扣。您负责您使用系统交易导致的所有应付的税款及类似的或相关的金额，在该等金额没有被扣除或预扣时，您将赔偿花旗银行或其关联机构负担的该等税款。花旗银行及其关联机构对于任何政府或监管机构的任何该等税款要求均不会进行争辩。您同意，花旗银行在交易项下的所有义务仅应由与贵司进行交易的特定花旗银行有限公司分支机构或花旗银行关联机构支付并受分支机构或相关花旗银行关联机构所在的国家法律（包括任何政府行为、命令、法令和规章）的约束，该分支机构或关联机构因其无法控制的其他事项而无法履行义务时应予以免责，在此情况下，贵司应无权就该等未履行义务或未履行义务的威胁向总行、任何其他分支机构、附属企业或花旗银行关联机构诉求任何损失、损害或其他结果。对于花旗银行代表您收到的款项如有第三方进行了扣除或预扣，花旗银行不承担任何责任。

8. 研究及计算功能。若花旗银行通过系统向您提供研究，任何该等研究受限于不经通知的修改或撤销，且不构成花旗银行的法律、会计、税务或投资建议，或购买、出售或持有任何产品或交易的请求或推荐，或任何交易策略或产品适合您的陈述。在进行该等研究时，花旗银行未考虑任何特定人士的投资目标、财务状况或特定需求，且不提供个性化的投资建议或推荐。您同意并确认(a)花旗银行没有义务向您提供研究刊物或推介；(b)若您收到研究刊物或推介，您未必是与花旗银行的其他客户同时收到；且(c)花旗银行在与您或为您达成交易或进行交易时，无义务考虑任何研究刊物或推介，或任何研究刊物或推介所依据的材料。系统的部分，包括但不限于与奇异期权相关的部分，不允许实际的交易但用于提供理论价值或价格。您理解并同意，不能基于其进行交易的价格和价值（“非交易价值”）仅供用于参考以及便于您考虑假设情景。该非交易价值均“依现状”提供，且花旗银行不就其或您可获得的计算的效用或准确性作出陈述或保证。花旗银行不对您因使用非交易价值或对非交易价值的依赖而造成任何损失负责或承担责任。

系统可能包括计算器、分析工具、函数、信号、信息/观点/评论（比如实际的、定制的及/或衍生市场信息及市场流动性指标）和/或其他工具（合称为“计算器”）以便于您考虑假设情景（包括但不限于假设的避险对价）及执行。花旗银行不对用以开发计算器和/或被计算器使用的运算法则、程序、概念和/或其他信息作出陈述或保证。

您自己负责独立评估避险信号、该等计算器产生的所有其他信息以及您输入计算器的信息（合称为“您的计算器信息”）。您的计算器信息是系统内容的一部分。花旗银行不对任何您的计算器信息的完整性、充分性、适当性、准确性、及时性和/或效用作出陈述或保证。花旗银行不会对您的计算器信息做任何永久保存或保有您的计算器信息的任何其他记录。您和贵司同意，为满足您对访问您的计算器信息的要求，将自行作出安排。

就您使用计算器和您的计算器信息，您陈述、同意并确认：

- (a) 您不依赖花旗银行关于投资、税务、法律或会计事项（包括有关计算器或您的计算器信息适当性或恰当性的决定）的任何建议，您已寻求并将依赖您自身的专业人士和顾问对于投资、税务、法律或会计事项的建议，且您将基于该等建议作出独立分析以及决定；
- (b) 花旗银行未曾且现在也没有通过计算器的提供或其他方式就您的计算器信息提供任何个人推介；
- (c) 您（内部或凭借独立专业建议）有能力评估并理解任何您的计算器信息的价值；

- (d) 您将（不依赖花旗银行）根据任何您的计算器信息来决定进行任何交易的经济风险和价值以及投资、法律、税务和会计因素和后果，和/或采取、进行、改变、开始、终止、采取或停止采取任何行动，且您能够承担该等风险；
- (e) 您的计算器信息为属于您的保密信息。花旗银行将仅向参与具体计算器服务提供及管理的花旗银行员工、代理及合同商接触到您的计算器信息。有时，该等人士可能是就职于花旗银行或其关联机构的外汇销售及交易部门的人士（“销售人员”）。在允许某销售人员接触您的计算器信息的任何部分前，花旗银行将提供允许该等接触的原因并获得您的书面同意。任何接触将限于已经获得您的同意。您可以在任何时候通过书面通知花旗银行的方式终止或限制任何销售人员接触您的计算器信息。

9. 权利保留。在您与花旗银行之间，花旗银行对系统和所有系统内容在全球各地拥有排他性所有权、许可权及/或使用权（包括但不限于系统和所有系统内容中内嵌的任何有专有权的花旗算法），以及所有相关的著作权、商标权、服务标记、专利权、商业秘密和任何其他知识产权（注册或未注册的，包括任何应用软件）。您不会因根据本协议的条款给予您访问和/或使用系统和系统内容的有限许可而获得前述任何权利、所有权或利益。您不会(i)对系统或系统内容的全部或任何部分向任何第三方进行披露、出售、出租、转让、创造衍生品、复制、分发或散布，或(ii)对系统或系统内容进行复制、修改、反编译或反向工程，但适用法律明确允许的除外。您不会移走、淡化或改变系统或系统内容所包含的任何著作权或其它通知或说明。

#### 10. 保证免责及责任限制。

系统及所有系统内容均“依现状”及“按现有”提供。在适用法律允许的最大范围内，花旗银行对于系统、系统内容或任何其他内容不提供任何明示和默示的保证、条件、陈述或其他条款（包括关于满意的质量、满足特定目的、合适性或适销性）。且在适用法律允许的最大范围内，花旗银行对于未侵权不提供任何保证。

除非本协议明确规定，花旗银行不承担任何义务使得系统内容或通过系统提供的信息是最新的或没有错误或病毒或保持提供无干扰的服务或访问。花旗银行不承诺更正或通知您花旗银行在任何时间所知悉的系统内容或通过系统显示的信息的任何错误，也不承诺通知您所包含的任何该等系统内容或信息或方法的任何变化。尽管花旗银行可能指定系统运行的时间，但花旗银行有权不经通知停止提供或更新系统的全部或任何部分。

您确认通过互联网或其他网络（无论是公共的还是私有的）对系统进行电子访问可能并不安全。花旗银行不对非因花旗银行的重大过失或故意的不当行为导致的任何安全违反承担任何责任。

若系统包含其他网页的链接，这些链接仅为了便利而提供且花旗银行不承担责任，您使用这些链接将自担风险。花旗银行不对任何链接的网站、网站赞助商或网站内容予以认可或提供担保。

除非第11条有规定且除非存在故意的不当行为或重大过失的情况下，否则花旗银行和其关联机构、雇员、代理人、许可方或第三方信息或服务提供商不应对您、您的关联机构、雇员、代理人或任何第三方的任何损失或损害（包括但不限于因提供或使用（或不能使用）系统或系统内容而产生的或与之相关的利润损失、间接的、特殊的、惩罚性的或从属的损失或损害，无论是合同的、侵权的（包括过失）、法定的或任何其他，即使已被告知这种可能性）承担任何责任。

在不限前述规定的前提下，在可能的范围内且不给您增加额外的费用，花旗银行可能进行错误订正和/或按同意的价格重新处理一笔所同意的交易。这是就任何该等错误而言您唯一的补救方式（且是花旗银行唯一的责任）。

本协议的内容不应当被解释为限制或排除因过失造成的死亡或人身伤害责任、欺诈性错误陈述的责任或适用法律不能排除或限制的任何其他责任。

11. 未侵权与补偿。花旗银行应当补偿您因系统（当按照本协议的允许使用时）侵犯任何专利权或著作权或任何第三方的其他所有权而遭致的索赔并使您免受损害，前提是您立即通知花旗银行该等索赔、允许花旗银行独自控制该抗辩及索赔的解决并在抗辩过程中完全配合花旗银行。若声称的侵权是因使用花旗银行未明确批准的任何第三方系统而引发的或您以任何方式修改系统而引发的，

则本补偿不适用。花旗银行就任何其他事项不提供任何类型的其他补偿。受限于花旗银行的前述补偿，您同意就因(a)您使用或不能使用系统或任何系统内容（包括发出指令），或(b)您对本协议的任何违反而使花旗银行及花旗银行的关联机构、雇员和代理人直接或间接产生的任何索赔、损害、损失、费用或责任进行补偿、保护并使其免受损害。

12. 保密与资料使用。(a) 您及花旗银行同意，本协议各方将对其因您使用系统知晓的有关另一方的任何信息、其投资策略或持有头寸或其产品或服务、任何软件、其他技术、或知识产权，以及接收方知道或应当合理知道对另一方而言是保密的或专有的任何保密和/或个人信息（合称“保密信息”）予以保密（包括您访问系统期间以及您终止访问系统之后）。所有系统内容均是花旗银行排他性拥有的保密信息。除非本协议另有规定，否则任何一方均无权向任何第三方转让或披露另一方的保密信息或使用该等保密信息，本协议所允许的除外。该等义务应不适用于如下信息：(i)为公众所知晓的或变得可知晓的信息（非因违反本协议而导致的），(ii)一方从有权披露该信息的第三方合法获得的信息，(iii)一方未使用或参考另一方的保密信息而单独开发出的信息，或(iv)任何法院指令、传票、行政命令、规则、规章或适用法律所要求的或依据本协议所进行披露的信息。您、贵司和花旗银行每方均同意保持采用充分的安全程序以及采取合理的防范措施来阻止保密信息的滥用、未经授权披露或因疏忽被披露或丢失。

(b) 您通过系统或因系统提交（或通过您提交）给花旗银行的或花旗银行因此从您收集的所有信息（包括所有注册资料、点击流资料和交易资料）属于花旗银行的财产，且花旗银行将不受限制地根据其商业惯例、适用法律以及本协议的保密条款使用该等信息。若该等信息与其他资料结合在一起或被处理以致不能归属于您或与您相关，您同意花旗银行可以自由地、不受限制地使用该等信息。您承诺向花旗银行提供其合理要求的所有文件及其他信息，并于之前提供的任何信息发生重大变化后的30日内向花旗银行更新信息。您进一步同意，花旗银行可以向如下人士披露有关您的保密信息：(i) 为运营和维持系统或遵守适用的法规之目的，向花旗银行的任何服务提供商和服务提供商的任何承包商或代理人披露；及(ii)为评估对您和/或贵司的信用敞口或为管理您和/或贵司与花旗银行及其关联机构的业务关系或遵守适用法律之目的而合理所需的花旗银行的关联机构；及(iii) 如适用法律要求或者在政府机关及监管机构、行政机构，或者法院或其他法庭提出要求时，向该等政府机关及监管机构、行政机构，或者法院或其他法庭披露，无论是国内的还是国外的，前提是花旗银行应确保以上(i)和(ii)中所指的保密信息接收方应受限与约束花旗银行使用本协议项下保密信息所相同或类似的保密义务。

(c) 您确认并同意，花旗银行或任何被其指定的人士或代表可监测并记录您对系统的使用，以及监测并记录与您及贵司的雇员和代理人之间与系统的使用所相关的电话交谈和其他通讯。

(d) 花旗银行在系统中保存的与您的任何交易相关的资料（举例而言，包括交易及审计日志）将由花旗银行保存至为遵守适用法律或监管机构的规章而所需的期间。

13. 资料保护通知。在不限制上述第12条规定的前提下，通过使用系统您同意，为花旗银行向您提供系统以及相关服务或信息并管理与此相关的业务及遵守适用法律之目的：

(a) 花旗银行可以为提供系统及相关服务或信息及告知您有关系统发展或您对系统的使用之目的，使用您、贵司的雇员或代理人提交的与您、贵司、您或贵司使用系统相关的任何个人资料；

(b) 就您和/或贵司使用系统及花旗银行运营系统以及花旗银行与您及贵司的关系，花旗银行有权处理任何该等个人数据并将其传送给（包括传送给欧洲经济区以外的地方，而该等地方的数据隐私标准按照欧洲联盟的标准被认为不足够）位于世界各地的花旗银行关联机构、代理人、分包商或第三方（包括以下(i)至(v)涉及的此类第三方），包括但不限于为了如下目的：(i)履行对政府部门或监管机构的义务；(ii)遵守适用法律，包括但不限于反洗钱法律法规；(iii) 将花旗银行与系统运营或使用所相关的惯常业务功能的任何部分转让或分包给第三方；(iv)对提供给您的与您使用系统相关的服务进行监测，无论该等监测是由花旗银行还是第三方进行；及(v)与征信及信息机构沟通；

(c) 若您位于欧洲经济区的国家，且在您提供的个人数据受限与欧洲经济区国家的信息保护规定的范围内，该等个人资料的控制者应为花旗银行或花旗银行不时依据适用法律所决定的其关联机构和/或代理人；且

(d) 若任何属于您或贵司雇员或其他个人的个人资料（包括敏感的个人资料）被您或经由您提供给花旗银行，您陈述并保证，该等人士知晓并明确同意该等个人资料在上文及下文规定的范围内被使用，且您同意就花旗银行及其关联机构因您违反该陈述与保证而导致的任何损失或损害进行抗辩并予以补偿。

14. 与花旗银行的其他协议。本协议对您和花旗银行之间的所有适用主协议、业务条款和任何交易确认书进行补充，包括但不限于花旗银行的专业客户和合格对手业务条款（**Business for Professional Clients and Eligible Counterparties**）。若本协议与您和花旗银行之间的任何该等其他协议或业务条款冲突，则仅就您对系统的使用而言，以本协议的条款为准。

15. 制裁与出口限制。在不限制您遵守适用法律义务的一般性义务的前提下，您特别同意遵守且将促使您的雇员和代理人遵守所有适用的出口法律法规（包括但不限于美国出口管理条例（**the U.S. Export Administration Regulations**））的要求。除非美国条例或出口许可授权，您同意，您将不会直接或间接将从花旗集团获得的任何软件、数据或技术出口、再出口或下载至，且您也不会允许该等软件、数据或技术的直接产品直接或间接的被出口或再出口至 (a) 不时修订的商务部出口管理条例（**Export Administration Regulations**）（见<http://www.bxa.doc.gov>）Country Group E:2中的任何国家或受外国资产管制办公室（**the Office of Foreign Assets Control**，见<http://www.treas.gov/ofac/>）实施制裁的任何其他国家；或(b)不时修订的出口管理条例（**Export Administration Regulations**）Country Group D:1 中任何国家的任何非民事（即：军事）终端用户或为了该等国家的非民事终端用户。您理解美国以外的国家可能限制加强加密产品的进口或使用，且您同意您将独自负责遵守任何该等进口或使用限制。

16. 其他事项。

(a) 如果本协议的任何具体条款被认定为不可执行，该等决定不应影响本协议任何其他条款的合法性，并且所有这些条款应当在适用法律的最大范围内被解释为可执行。

(b) 您不能将本协议部分或者全部转让给任何人士。花旗银行可以自行决定将本协议转让给控制花旗银行、被花旗银行控制或与花旗银行处于同一控制之下的任何人士或实体，或取得花旗银行绝大部分业务资产的任何实体。

(c) 本协议要求或者允许的所有通知和其他通讯应为书面的且以专人交送、邮资预付的挂号信或者公认的隔夜递送的方式发送至双方书面指定的人士和地址。与花旗银行之间以电子邮件或者即时通讯方式进行的通讯在任何情况下均不能构成本协议下任何目的的有效通知。

(d) 本协议每条的标题仅为便利之目的而纳入，其不应构成本协议的一部分且不能以任何方式被用于解释本协议。本协议可以副本的方式签署，每一副本均视为原件，且所有副本共同构成一份且相同的文件。

(e) 本协议对本协议各方以及其被允许的受让人具有约束力及仅为其利益而达成，本协议的任何内容不旨在赋予、也不应当赋予任何其他人士或实体在本协议下或因本协议而享有任何法律上的或衡平法上的任何性质的权利、利益或补救。本协议不应被解释为任何一方同意作为另一方的合作方、设立任何合资企业或任何其他形式的法律实体而使得一方为另一方的作为或不作为承担任何责任，也不应当被解释为给予任何一方任何权利、权力或授权（明示或默示的）以代表另一方创设任何责任或义务。

(f) 未经各方授权代表书面签署，本协议不得被修改。

17. 期限和终止。本协议应在您接受其的当日生效并将持续有效直至根据本条终止。任何一方均有权自行决定终止本协议，但应提前30天书面通知另一方。若任何一方重大违反本协议的任何条款，非违约方有权书面通知另一方终止本协议，该等通知在其收到后的下一个营业日生效。若有下列任一情形，花旗银行有权于任何时候经书面通知您的方式立即终止本协议：(a) 您到期未支付与交易相关的任何款项，(b) 您就您自身启动或已经被启动任何行动旨在为您的清算、停业或解散指定受托人、接管人或管理人，或该等行动旨在对您的债务进行重组、和解或安排，或(c)您违反与花旗银行或者花旗银行的任何关联机构之间的任何其他协议下的任何重要义务。任何终止均不应影响任何一方在该终止之前进行的指令或交易下的任何权利和义务。



18. 管辖法律与司法管辖。这些条款以及产生于其或与其相关的任何非合同义务均受英格兰及威尔士法律管辖并依据其进行解释。为我行之利益，您不可撤销地将这些条款以及产生于其或与其相关的任何非合同义务的有效性、效力、解释或履行产生的或有关的任何争议提交至英国法院管辖，英国法院将对此享有管辖权，且您放弃基于不方便在该等法院进行诉讼而提出任何异议。若您在英格兰或威尔士没有固定营业场所，任何时间您均应在英格兰或者威尔士保有法定送达接收代理人并将该等法定送达接收人告知我行，并且在任何情况下，若向您的任何关联企业在英格兰和威尔士的固定营业场所发送任何索赔申请表、命令、请求、判决或法律程序的其他通知，即已经送达到您。

## PRODUCT ANNEX

CitiFX® Pulse  
Citi Velocity SM – Trading: Foreign Exchange

## 产品附件

CitiFX® Pulse

Citi Velocity<sup>SM</sup> 交易：外汇

## COUNTRYANNEXES

### UNITED STATES:

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

### BRAZIL:

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

2. If the System is made available to You by Citibank Brazil (as defined below), then the Sharia Annex shall not be effective to You.
3. Except as otherwise provided and authorized, the System is made available in Brazil by Banco Citibank S.A. (“Citibank Brazil”, which shall be included in the definition of Citibank above-mentioned). If you are located in Brazil or are transacting with Citibank Brazil, then, notwithstanding Section 18, this Agreement shall be governed by, and shall be construed in accordance the laws of Brazil. You and Citibank Brazil irrevocably submit to the jurisdiction of the District of the Capital of the State of São Paulo, which are to have jurisdiction to settle any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of the Agreement, and you waive any objection to proceedings in any such court on the grounds of inconvenient forum. In this sense, Section 18 of the Agreement shall be amended in its entirety as follows:

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

4. This Agreement will amend and replace any previous agreement entered into by You or Your Firm covering Your use of and access to the System. Notwithstanding anything to the contrary in this Agreement, the provisions regarding System contained in the Citibank Brazil’s Account Opening Documents shall remain valid.
5. Your use of the System shall be subject to all applicable laws, statutes, rules and regulations (whether domestic or foreign), orders of competent governmental, legal or regulatory authorities, agreements with or between such authorities and the interpretations of any such authority (“Applicable Law”). In this sense, Applicable Law shall include, but not limited to, the legislation and regulation applicable to the Transactions (i) regarding FX Transactions especially the *Circulares* n.º 3,689, 3,690 and 3,691 (“Circulares”), as well as the Law n.º 4,131, and (ii) regarding Derivatives Transactions, the provisions of Resolution n.º 2,873/2001, Resolution n.º 3,505/2007, and (iii) regarding CDB investments especially the Resolução n.º 3,454/2007 as well as Law n.º 4,728/65 (as amended) and every other applicable rules of the Central Bank of Brazil (“BCB”), of the Brazilian Monetary Council (“CMN”), the Brazilian Securities and Exchange Commission (Comissão de Valores Mobiliários – “CVM”) and the OTC Clearing House and Securities, Commodities, Futures and Stock Exchange (B3 S.A. – Brasil, Bolsa, Balcão – “B3”) to which You represent to be fully aware.
6. Notwithstanding anything to the contrary in Section 6, FX Transactions are, for all purposes, requests by the You to buy or sell foreign currencies, at the price displayed on the System. Any subsequent change, or cancellation by You or Your Firm, will mean a further sale or purchase of foreign currency at the market price. Any difference in these prices will be debited or credited to Your Firm.
7. In line with the provision of Section 6 - item (g), You and Your Firm hereby agrees that Citibank Brazil has the duty to comply with the stated periods and other conditions set forth in Resolution n.º 2,025 of CMN (as amended) and in *Circular* n.º 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 nº. 11,101, of February 09, 2005 or if You or a third party requires bankruptcy, liquidation or insolvency of it or similar type of insolvency is applied to it and it does not present in due time a preventive deposit to avoid bankruptcy declaration or judicial decision declaring suspension of such insolvency regime.”

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

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

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

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

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

BULGARIA:

1. Your counterparty to this Agreement is Citibank Europe Plc, registration number 132781, having its registered office at 1 North Wall Quay, Dublin 1, Ireland., through its Citibank Europe Plc, Bulgaria Branch, registered at the Commercial Register under UIC No 202861597, having its registered office at 48 Sitnyakovo Blvd., Serdika Offices, 10th Floor, Oborishte district, 1505 Sofia and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank Europe plc, conducting its business activity in Bulgaria through Citibank Europe plc, Bulgaria Branch.
2. For purposes of this Agreement, You are solely transacting through the CitiFX Pulse product.
3. Notwithstanding any other terms of this Agreement and in accordance with Applicable Law, (a) you may not contract with Citibank under this Agreement as an agent and references to You shall mean only Your Firm; (b) Bullion transactions and Appendix 1 (Customer Particulars) to the CitiFX Pulse Registration Form are not permitted for Bulgaria.
4. All Transactions You enter into using the System will be governed by General Terms and Conditions Applicable to Contracts with Clients for Investment Services and Activities available at <http://www.citibank.com/bulgaria/corporate/english/citIService/tarifs.htm>.
5. You represent and warrant to Citibank, and the representations shall be deemed to be repeated by You and

each of Your Authorized Users on and as of each date on which a Transaction is entered into, that the Transaction is not a simulative one.

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

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

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

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

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

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

10. With respect to the provision of investment and ancillary services as per the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and the transposing Bulgarian legislation (“MiFID II”) by signing this Agreement Your Firm hereby provide your express consent to the following:

- (a) to the best execution policy, published on Citibank Europe plc, Bulgaria Branch official website (at <http://www.citibank.com/bulgaria/homepage/>);
- (b) execution of Your orders outside a trading venue (over the counter);
- (c) the provision of information from Citibank to you via email, PDF document or by any other durable medium that is not paper, to the e-mail addresses as specified in the CitiFX Pulse Registration Form;
- (d) that Citibank may provide you information not personally addressed to you via the following website <http://www.citibank.com/bulgaria/homepage/>, including the relevant information that is required to be provided prior to providing investment and ancillary services.

11. The CitiFX Pulse Registration Form shall be executed by the statutory representatives of Your Firm as per the commercial registration of Your Firm in the respective Trade Registry. The statutory representatives should provide a copy of their ID/passport with the following certification on it “true with the original”, followed by signature and date. The statutory representatives further undertake to duly inform Citibank in case of change of their ID/passport and to provide copy of their new ID/passport with the following certification on it “true with the original” followed by signature and date. Your Firm shall ensure that each Authorized User provides copy of their ID/passport and in case of change such Authorized User shall duly provide Citibank with a copy of their new ID/passport.
12. Your Firm hereby acknowledges that Citibank will process Your personal data as set forth in the relevant Markets and Securities Privacy Statement accessible at <http://www.citibank.com/bulgaria/corporate/english/citibank/tarifs.html> (or such other URL or statement as Citibank may notify to Your Firm from time to time).

CZECH REPUBLIC:

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

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

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

#### ISRAEL:

1. For purposes of this Agreement, You are solely transacting through the CitiFX Pulse product.
2. Your counterparty to this Agreement is Citibank, N.A. Israel branch and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank, N.A. Israel branch.
3. You acknowledge and agree that information posted on the System and the System Content do not constitute investment or marketing advice and cannot replace specific investment or marketing advice. You understand that Citibank is not authorised to give investment or marketing advice on the on the System and the System Content under Israeli law, and that the information is not provided by Israeli licensed persons. You further acknowledge and agree that Citibank may from time to time, make suggestions or provide information relating to products or system enhancements that may be provided via the System which it believes may be of interest to you. You request that such suggestions or information is provided and acknowledge that provision of this information will not constitute investment or marketing advice.
4. Unless otherwise agreed separately, for CitiFX® Pulse, Your counterparty to this Agreement is Citibank, N.A. acting through its Israel branch, 21 HaArba’a Street Tel Aviv, Israel. Telephone +972 3 684 2525, Fax +972 3 684 2444.

#### ROMANIA:

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



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

#### SLOVAKIA:

1. Unless otherwise agreed it shall be deemed that if prior to this Agreement the Parties (as is this term defined below) executed any other agreement with identical or similar scope (hereinafter as the "Prior Agreement") then, by execution of this Agreement, the Prior Agreement is cancelled and replaced by this Agreement, whereby the validity of the Transactions (in the meaning given to it in the Prior agreement) confirmed and/or executed between the Parties (as is this term defined below) via the System (in the meaning given to it in the Prior agreement) under the Prior Agreement is not affected and such Transactions are deemed to be concluded under and in accordance with this Agreement.
2. Your counterparty to this Agreement is Citibank Europe plc, conducting its business activity in Slovakia through Citibank Europe plc, pobočka zahraničnej banky, Slovak Republic and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank Europe plc, conducting its business activity in Slovakia through Citibank Europe plc, pobočka zahraničnej banky. All Transactions You enter into over the System will be governed by General Terms and Conditions of Citibank Europe plc, pobočka zahraničnej banky (available at [www.citibank.sk](http://www.citibank.sk)).
3. For purposes of this Agreement, You are solely transacting through the CitiFX Pulse product.
4. You acknowledge and agree that information posted on the System and the System Content do not constitute investment or marketing advice and cannot replace specific investment or marketing advice. You understand that Citibank is not authorized to give investment or marketing advice on the on the System and the System Content. You further acknowledge and agree that Citibank may from time to time, make suggestions or provide information relating to products or system enhancements that may be provided via the System which it believes may be of interest to you. You request that such suggestions or information is provided and acknowledge that provision of this information will not constitute investment or marketing advice.
5. Without prejudice to Section 12, Section 13 of the Agreement and each party's rights to disclose information relating to the other party whether under common law or statutory law or otherwise, each party to this Agreement hereby consents to the communication and disclosure by the other party of any information (including but not limited to Confidential Information) in respect of or relating to it, this Agreement, the Transactions and the Confirmation, (i) to and between that other party's head or home office, branches, subsidiaries, representative offices, affiliates and agents of each party and third parties selected by any of the aforesaid recipient of information, wherever situated, for confidential use (including in connection with the provision of any service and for data processing, statistical and risk analysis purposes); and (ii) to any person to (or through) whom such party transfers or assigns (or may potentially transfer or assign) all or any of its rights, benefits and obligations hereunder, or with (or through) whom such party enters into (or may potentially enter into) any sub-participation or the like in relation to, or any other transaction under which payments are to be made or received by reference to, this Agreement, any Transaction or any Confirmation. Each party and any aforesaid recipient of information may transfer and disclose any such information as required by or in furtherance of any obligations (contractual or otherwise) under or in connection to any law, court, regulator, legal process, stock exchange, clearing house or self-regulatory bodies. This provision is not, and shall not be deemed to constitute, an express or implied agreement by either party with the other party for a higher degree of confidentiality than that prescribed in any applicable law or regulation. Further, this provision shall be in addition to, and not in substitution for, any other provision agreed to between the parties (whether before or after the date hereof) which gives broader rights of disclosure to either party than contained herein. You further agree that Citibank, Citibank's head or home office, branches, subsidiaries, representative offices and affiliates, may transfer and disclose any information relating to you which any of them may obtain in connection with any transactions or dealings with you (whether or not obtained in connection to and/or related to this Agreement or Transaction(s)) in the manner of and subject to this provision.

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

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

#### LUXEMBOURG:

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

#### BAHRAIN:

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

#### LEBANON:

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

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

#### QATAR:

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

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

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

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

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

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

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

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

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

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

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

#### UNITED ARAB EMIRATES:

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

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

1. Section 4(a) (*Use of the System*) the term “Applicable Law” shall include the laws of the United Arab Emirates and regulations issued by the UAE Central Bank and the Securities Commodities Authority as amended from time to time.
2. Section 6(d) (*Instructions and Transactions*) shall be deleted and replaced with the following:

“(d) Citibank, N.A. (or its affiliated entities) is not acting as a fiduciary or advisor for Your Firm in respect of any Transaction; You will make all trading decisions solely on the basis of Your own judgment (and upon advice from such advisers as You have deemed necessary to appoint) as to whether any Transaction is appropriate or proper and based on an independent evaluation of relevant factors, including the economic features of the financial instrument involved, the complexity of the financial instrument, and the associated market, credit and currency risks; Your Firm is not relying on any communication (written or oral) of Citibank, N.A. or its affiliated entities, as investment advice or as a recommendation to enter into any Transaction, it being understood that information and explanations related to the terms of any Transaction shall not be considered investment advice or a recommendation to enter into the Transaction; Your Firm has not received from Citibank, N.A. or its affiliated entities, any assurance or guarantee as to the expected results of any Transaction; You expressly undertake that You will not use the System for any purpose which is contrary to law or regulation including but not limited to the applicable rules, regulations and laws issued by the UAE Central Bank and the Securities Commodities Authority in any manner which could: (i) have the effect of manipulating or distorting a market; (ii) cause a false or misleading impression in relation to the price, volume or level of supply or demand for products or any underlying instruments or related financial instruments; (iii) have no commercial purpose (a.k.a. “wash trades”); (iv) assist a misuse of information; (v) prejudice access to a trading or clearing system; or (vi) in Citi’s opinion abuse or take an unfair advantage of the nature or characteristics of the System or a market;”
3. Section 6(g) (*Instructions and Transactions*) shall be deleted and replaced with the following:

“When Citibank executes a Transaction with you, Citibank may be required under Applicable Law to, or may in response to an order, directive or request regarding reporting and/or retention of Transaction or similar information issued by any government authority and regulatory authorities or any other regulatory body, or agency, including without limitation the the UAE Central Bank and the Securities Commodities Authority, make information regarding the Transaction and its execution (which may include information about you) public or available or to report such information to the abovementioned regulatory authorities or any other competent prosecuting, tax or governmental authorities in any jurisdiction, domestic or foreign and/or other person;
4. Reference to “European Economic Area” in section 13(b) shall mean the “United Arab Emirates”.

#### SOUTH AFRICA:

1. For purposes of this Agreement if You are transacting through the CitiFX Pulse product:
  - (1) Your counterparty is Citibank N.A South Africa Branch, notwithstanding the provisions of section 18, this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, unless otherwise agreed to by the parties. The parties thereby submit to the non-exclusive jurisdiction of the SouthGauteng High Court, Johannesburg (or its successor).
  - (2) Section 6 of this Agreement shall be amended by the addition of following words immediately after the first sentence of Section 6:

“We may act on, and you shall be bound by, any Instruction which we reasonably believe in good faith to be from You and we shall be under no duty to verify such Instruction. We shall be entitled to rely on such Instruction even if you have sent us a list of authorised persons and the Instruction is received from a person who has not been specifically named therein. With respect to each authorised person of whom we have been specifically notified, until we receive written notice to the contrary and have accepted such notice, we are entitled to assume that such person has and continues to have full and unrestricted power to give us Instructions on behalf of Your Firm. Notwithstanding the foregoing, you shall provide any evidence that we may require of the authority of any person to act on your behalf.”
  - (3) Section 6(e) of this Agreement shall be amended as follows, except to the extent that Your

Firm and the relevant Citibank entity have agreed otherwise as to specific transactions or products:

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

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

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

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

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

personal data to such foreign jurisdictions)...”

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

#### TANZANIA:

1. Your counterparty to this Agreement is Citibank Tanzania Limited of P. O. Box 71625, Dar Es Salaam, Tanzania and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank Tanzania Limited. Notwithstanding Section 18, this Agreement shall be governed by, and shall be construed in accordance with the laws of Tanzania and you irrevocably submit to the exclusive jurisdiction of the Commercial Division of the High Court of Tanzania.
2. Section 6 is amended by the addition, after sub-clause 6(h), of a new sub-section 6(i):  
“(i) You undertake to comply with the Foreign Exchange Act (CAP 217, Revised Edition 2002) as amended and supporting regulations and all other applicable laws, statutes, regulations, secondary legislation, and guidance notes in so far as they relate to or apply to the regulation of foreign exchange in Tanzania.”

#### KENYA:

1. Your counterparty to the Agreement is Citibank N.A. Kenya of Post Office Box 30711-00100, Nairobi, Kenya and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank N.A. Kenya. Notwithstanding the provisions of section 18, this Agreement shall be governed by, and shall be construed in accordance with the laws of the Republic of Kenya. For our benefit, you irrevocably submit to the exclusive jurisdiction of the High Court of Kenya, which are to have jurisdiction to settle any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of the Agreement.
2. Section 6 is amended by the addition, after sub-section 6(h), of a new subsection 6(i):  
“(i) You undertake to comply with any conditions, requirements imposed on foreign exchange transactions in accordance with the Central Bank of Kenya Act, Chapter 491 of the Laws of Kenya, together with all regulations and guidelines issued thereunder, and any other applicable laws, statutes, regulations and guidelines in so far as they relate or apply to the regulation of foreign exchange in Kenya.”
3. Section 7 is amended by the inclusion of the following words after “have occurred or are likely to occur”:  
“Any notice to change the Usage Fee shall be undertaken in accordance with the conditions set out in the Banking Act, Chapter 488 of the Laws of Kenya, the Central Bank Prudential Guidelines as issued by the Central Bank of Kenya from time to time and any other applicable laws, regulations and guidelines.”

#### NIGERIA:

1. Your counterparty to the Agreement is Citibank Nigeria Limited and the System is made available and provided to You in Nigeria by Citibank Nigeria Limited, a bank incorporated under the laws of Nigeria. Therefore, all references to “Citibank” and/or to “Citibank N.A.” within this Agreement shall be interpreted to refer to Citibank Nigeria Limited
2. Notwithstanding the provisions of section 18, this Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, unless otherwise agreed by the parties. The parties thereby submit to the non-exclusive jurisdiction of the Nigerian courts.

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

ZAMBIA:

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

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

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

EGYPT:

1. If You are organized or incorporated under the laws of Egypt or a natural person residing in Egypt, You represent that you are and comply with all requirements to be categorized as a “qualified investor” as such term is defined in the Egyptian Financial Supervisory Authority’s decree No. 31 of 2002.
2. Before using the System you must provide Citibank N.A Egypt with a certified copy of a board of a directors’ resolution approving this Agreement and the use of the System and authorizing a signatory(ies) to act on your behalf with respect to the System.
3. Prior to confirming any Transactions, You must provide Citibank N.A Egypt with a certified copy of a directors’ resolution authorizing the entry into and performance of an ISDA Master Agreement or any other similar agreement as may be required by Citibank N.A Egypt.
4. Section 18 of the Agreement shall be deleted and, the parties agree that this Agreement shall be governed by and construed in accordance with, the laws of England and Wales. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration;

(a) the arbitration will be:

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

- (v) conducted by 3 arbitrators, unless the parties otherwise agree;
- (b) Each Party will appoint one arbitrator and the 2 arbitrators so appointed will choose a presiding arbitrator.
- (c) If within 30 Days after the appointment of the second arbitrator, the 2 arbitrators have not agreed upon the choice of the presiding arbitrator, then the Center will appoint the presiding arbitrator in the same way as a sole arbitrator would be appointed under Article 6.3 of the UNCITRAL Arbitration Rules.
- (d) The presiding arbitrator must be independent from both Parties and in particular must not be an employee, former employee or agent of either Party.
- (e) A decision of a majority of the arbitrators under this clause is final and binding on the parties.
- (f) The arbitrate award rendered will be final and conclusive and enforcement of the arbitral award will be subject to the procedures set forth in Law 27 of 1994.

#### MOROCCO:

1. Your counterparty to this Agreement is Citibank Maghreb S.A. and you hereby further undertake the following:
  - (i) to comply at all times during the execution of this Agreement with the law 53-05 relating to the electronic exchange of legal data and the law 09-08 relating to the protection of personal data (hereinafter, together, the “Laws”),
  - (ii) not to bring any claim against Citibank on the basis of the Laws,
  - (iii) not to engage in any speculative transactions within the meaning of the Moroccan foreign exchange regulation,
  - (iv) not to bring any claim against Citibank based on an alleged violation of article 79 of the Moroccan Banking Law relating to banking secrecy, and more generally,
  - (v) to comply at all times with the Moroccan foreign exchange regulation entitled “Instruction Générale des Opérations de Changes” dated 31 December 2013 as may be amended from time to time.
2. Notwithstanding any other indemnity provision under this Agreement, you hereby agree to indemnify Citibank, its employees and shareholders in relation to any costs, expenses, obligations, penalties, awards, judgments, sanctions, or claims arising directly out of a violation by You of this Moroccan Country Schedule.

#### TUNISIA:

1. Your counterparty to this Agreement is Citibank N.A. Tunis and you hereby further undertake the following:
  - (i) to comply at all times during the execution of this Agreement with the law 2000-83 relating to the electronic exchange of legal data and the law 2004-63 relating to the protection of personal data (hereinafter, together, the “Laws”),
  - (ii) not to bring any claim against Citibank on the basis of the Laws,
  - (iii) not to engage in any speculative transactions within the meaning of the Tunisian foreign exchange regulation,
  - (iv) not to bring any claim against Citibank based on an alleged violation of article 79 of the Moroccan Banking Law relating to banking secrecy, and more generally,
2. Notwithstanding any other indemnity provision under this Agreement, you hereby agree to indemnify Citibank, its employees and shareholders in relation to any costs, expenses, obligations, penalties, awards, judgments, sanctions, or claims arising directly out of a violation by You of this Tunisia Country Annex.

#### KAZAKHSTAN:



1. Your counterparty to the Agreement is Citibank Kazakhstan JSC and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank Kazakhstan JSC. You and Citibank shall be jointly referred to herein as the “Parties” and singly as the “Party”.
2. Within the context of the Agreement the System shall mean CitiFX® Pulse only, and the Transactions shall mean foreign exchange spot, forward, swaps and/or options transactions. Transactions shall be entered into under the terms of the Treasury Master Agreement governing the Transactions of the type You engage in using the System, or with respect to spot FX transactions only – based on the terms of the Bank Account Terms and Conditions of Citibank Kazakhstan JSC and/or other applicable general terms of FX operations enforced by Citibank Kazakhstan JSC.
3. Section 13(b) is amended by the deletion of the words in the first set of brackets and their substitution with the following words “(including to foreign jurisdictions which do not have data privacy laws that offer an adequate level of protection to the personal data and you freely consent to the transfer of the personal data to such foreign jurisdictions)..”
4. You agree and acknowledge that the provisions in relation to “Disclosure of Information” in this Country Annex shall also apply to any and all personal data in relation to You, directors, officers, employees, agents and consultants of Your Firm or Your Firm’s affiliates that You, Your Firm’s employees or agents may submit in connection with Your and/or Your Firm’s use of the System.
5. You confirm that You will at all times abide by and comply with the requirements and any obligations you may have under the 2005 Kazakhstan Law on Currency Regulation and Currency Control (the “Currency Law”) as amended and by any rulings made in terms thereof as they exist from time to time to notify the National Bank of Kazakhstan of the Transactions entered into under the Agreement or other applicable master agreement governing Transactions of the type You engage in using the System and that you will provide Citibank Kazakhstan JSC with the respective supporting documents as required under the Currency Law.
6. Section 16. Miscellaneous to be added with sections (g) and (h) as follows:

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

(h) The Bank Account Terms and Conditions of Citibank Kazakhstan JSC and/or other applicable general terms of FX operations enforced by Citibank Kazakhstan JSC shall operate as an integral part of the Agreement in part not contradicting to the Agreement.”
7. Section 18 of the Agreement shall be deleted and replaced as follows:

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

If the Parties are unable within a reasonable period of time to resolve a dispute or conflict between them by way of negotiation, the dispute shall be referred for settlement and final resolution by the competent court of the Republic of Kazakhstan in the place of location of Citibank Kazakhstan JSC.”

**ASIA PACIFIC COUNTRIES:**

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

Product: CitiFX Pulse	
Jurisdiction	Citibank entity
Australia	Citibank, N.A. Sydney Branch or Citibank, N.A. London Branch
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
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

**亚太地区国家：**

以下产品由为以下每个司法管辖区列明的相应的花旗银行有限公司的分行或花旗银行关联机构向您提供，并且与该等产品有关的系统由该等机构向您提供。

产品： CitiFX Pulse	
司法管辖区	花旗银行机构
澳大利亚	花旗银行有限公司悉尼分行 或 花旗银行有限公司伦敦分行
中国	花旗银行（中国）有限公司
香港	花旗银行有限公司香港分行
印度	花旗银行有限公司孟买分行
印度尼西亚	花旗银行有限公司雅加达分行
日本	花旗银行有限公司东京分行
韩国	花旗银行韩国股份有限公司
马来西亚	花旗银行有限公司
菲律宾	花旗银行有限公司菲律宾分行
新加坡	花旗银行有限公司新加坡分行
台湾	花旗银行台湾有限公司
泰国	花旗银行有限公司曼谷分行
越南	花旗银行有限公司河内/胡志明市分行

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.

信息披露（适用于除马来西亚以外的亚太地区国家）

在不损害第12条、第13条及任何一方依据普通法、大陆法或以其他方式披露对方信息的权利的前提下，本协议双方特此同意对方将关于一方、本协议、交易以及确认或与之相关的任何信息（包括但不限于保密信息）传送和披露给：（1）该方总部或总公司、分支机构、子公司、办事处、关联机构及任何一方的代理人以及被前述信息接收者选定的第三方（无论其位于何处），并同意后者以保密方式使用信息（包括为服务提供、数据处理、数据与风险分析等目的）；（2）作为该方转让或让与其在本协议项下全部或部分权利、权益与义务受让方（或可能潜在受让方）或该方通过其进行（或可能进行）上述转让或让与的任何人士，或该方与之开展（或可能开展）与本协议、任何交易或任何确认相关的任何从属参与事项或类似事宜的任何人士，或该方与之开展任何其他交易（在该交易项下，通过援引本协议、任何交易或任何确认而支付或收取款项）的任何人士。任何一方与从该方获得信息的前述接收者均可根据任何法律、法院、监管机构、诉讼程序、股票交易所、清算所或自律机构的要求或为促成根据上述法律、法院、监管机构、诉讼程序、股票交易所、清算所的要求应承担的或与之相关的任何义务（合同义务或其他义务）的履行，转让或披露任何该等信息。本条款并非，也不应视为构成，一方与另一方达成的设置更高（与任何适用法律或法规的规定相比较）保密等级的，暗示或明示，约定。此外，本条款应附加于，而不应替代，双方已经达成的并赋予一方更宽泛（与本协议规定内容相比较）披露权利的任何其他条款（无论是在本协议签署日之前还是之后达成）之上。您进一步同意，花旗银行、花旗银行总部或总公司、分支机构、子公司、办事处及关联机构可以以本条款所述的方式（该等方式受制于本条款）传递和披露上述机构可能通过任何与您达成的交易或行为而获得的任何与您有关的信息（无论该信息是否通过本协议或交易获得或与本协议或交易有关）。

#### AUSTRALIA:

1. Your counterparty to this Agreement is Citibank, N.A., Sydney Branch or Citibank, N.A., London Branch (as applicable) and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank, N.A., Sydney Branch or Citibank, N.A., London Branch (as applicable). Pursuant to Australian Securities and Investments Commission Instrument 2016/396 and Class Order 03/1101, Citibank is exempt from the requirement to hold an Australian financial services license under the Corporations Act 2001 of Australia in respect of financial services. In Australia, Citibank also relies upon various exemptions under the Corporations Act and Corporations Regulations. Citibank is regulated by the Comptroller of the Currency of the US and by the Federal Reserve System of the US, under US laws which may differ from Australian laws.
2. Citibank shall not provide and shall not be deemed to provide investment advice to manage money, or to act as a fiduciary, on behalf of or to You, or with respect to any Account. You acknowledge that Citibank has not and shall not during the term of this Agreement make any recommendations to You regarding the appropriateness, suitability, legality or profitability of any Transaction executed on the System.

#### CHINA:

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

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

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

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

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

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

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

5. The FX Scheduler is System Content made available on the CitiFX Pulse platform for your convenience that allows the scheduling of FX Transactions and shall be used at your own risk. Citibank China does not guarantee the execution of any Transactions requested through the FX Scheduler.

If You or Your Authorized Users opt to use FX Scheduler, You fully understand and agree that the Transactions booked through the FX Scheduler will be executed automatically between You and Citibank China at Market Rate according to the conditions pre-determined by You, which Transaction so entered into is binding on You, and You expressly agree to grant Citi all powers and authorization to enter into each Transaction on your behalf and to accept the applicable Market Rate for each Transaction, which will be provided upon the execution of the respective Transaction.

For the purposes of this item 5, "Market Rate" means, the then market rate applicable to You, as charged by Citibank China when executing foreign exchange transactions for the purchase and sale

of foreign currencies.

中国:

就本协议或任何交易或任何确认书而言:

- (1) 为本协议第 6(a)条之目的, 在您经花旗银行(中国)有限公司(“花旗中国”)事先同意作为代理人行事时, 您声明并保证您的该等行为均符合所有适用的本地法律法规, 且您同意并确认花旗中国可在任何时候不需事先通知而依据其自己的绝对判断终止与您进行交易。
- (2) 增加以下条款作为新的第 6(k)条:  
“您应遵守您所达成交易所相关的所有适用法律, 包括但不限于, (i)满足所有适用的资格及能力要求(比如外汇即期交易提前购汇的相关规定, A类企业才有资格进行外汇即期交易的提前购汇); 及(ii)在适用法律所规定的时间内提供所有基础交易支持文件和/或结算指令。您应在花旗银行认为必要时并在花旗银行自行决定的时间内提供该等基础交易支持文件和/或结算指令, 以使得您可以符合该等适用法律。在不限制前述规定的前提下且受制于适用法律, 除非花旗银行另行同意, 否则在您使用系统进行任何外汇即期交易的, 您应在该交易之前(在任何情况下不晚于该交易结算前)已经依据适用法律提供给花旗银行令其满意的与该交易相关的所有基础交易支持文件和/或结算指令; 在您使用系统进行任何外汇远期交易的, 您应在该交易结算前已经依据适用法律提供给花旗银行令其满意的与该交易相关的所有基础交易支持文件和/或结算指令。”
- (3) 本协议受中国法律管辖并依据其进行解释。在履行本协议的过程中双方之间产生任何争端, 双方应协商解决。若协商解决未果, 双方同意花旗中国的中国总行所在地的中国法院具有解决由本协议引起或与之相关的任何争议的排他性司法管辖权。

中国法律: 在中华人民共和国(为本协议之目的, 不包括香港特别行政区、澳门特别行政区及台湾地区)境内有效施行的法律、法规、规章, 以及具有立法、司法或行政管理权限或职能的机构依法发布的具有普遍约束力的规范性文件。

- (4) 您同意并确认国家附件中关于“信息披露”的条款也应适用于您、贵司的雇员或代理人可能提交的与您或贵司使用系统相关的关于您、贵司或贵司关联实体的任何董事、官员、员工、代理人及咨询人的任何个人资料。
- (5) FX Scheduler是为您的便利而在CitiFX Pulse平台上提供的系统内容, 您可通过其进行定时外汇交易, 且您应自担风险使用该系统内容。花旗中国不保证通过FX Scheduler请求的任何交易的达成。若您或您的授权用户选择启用FX Scheduler, 您充分理解并同意通过FX Scheduler下单的交易将根据您事先决定的条件, 以市场汇率在您和花旗中国之间自动达成, 以此方式达成的交易对您具有约束力, 您明示同意授予花旗中国所有权力及授权以代表您达成各交易并接受每笔交易适用的市场汇率, 市场汇率将在相应的交易达成时提供。  
为本第5项之目的, “市场汇率”指, 在达成买卖外币的外汇交易时花旗中国所收取的适用于您的市场汇率。

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;

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

(h) with reference to the above provisions, the parties hereto agree not to submit any Dispute (including

Dispute regarding the non-contractual obligations arising from or in connection with the Agreement or the existence, validity or termination of the Agreement) arising under this Agreement to any court within the jurisdiction of the parties;

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

2. Notwithstanding anything to the contrary, You acknowledge and agree that Citibank will only make available to You, foreign exchange related products as part of CitiFX Pulse. You represent and warrant that You will only submit orders and enter into Transactions for foreign exchange related products.
3. The parties agree that in the event of inconsistencies between the English and the Indonesian versions of this Agreement, the English version shall prevail.

#### JAPAN:

1. Citibank is obligated to present a certain risk disclosure document prior to the contract concerning currency option or non-deliverable forward transaction and on or promptly after such contracts with an investor other than Professional Investor as defined in Article 2, Paragraph 31, Item 4 of the Financial Instruments and Exchange Act (Law No. 25 of 1948 as amended; hereinafter referred to as the "FIEA") or an investor who wishes to be reclassified and treated as the investor other than the Professional Investor in respect of the contract regarding derivative transactions (hereinafter collectively referred as the "General Investor"), pursuant to the FIEA. Accordingly, if you are classified as the General Investor, You shall be restricted the access or use of the System in currency option transaction and in non-deliverable forward transaction so that the required documents are duly presented to you by Citibank.
2. In connection with this Agreement or any Transactions or any Confirmations in relation thereto, you make the following representations in relation to the exclusion of Anti-Social Forces.
3. You represent, warrant and covenant to ensure that you, (and where relevant) your Parent, Subsidiaries, Related Companies (collectively, the "Customers") and the Customers' executives, employees and shareholders with 25% of the voting rights (collectively, including the Customers, the "Related Parties") do not and shall not fall under the following categories:
  - (1) an organized crime group;
  - (2) a member of organized crime group;
  - (3) a quasi-member of organized crime group;
  - (4) a related company or association of an organized crime group;
  - (5) a corporate racketeer; or
  - (6) other equivalent groups of the above, (collectively, the "Anti-Social Forces").For the purpose of this provision, the "Parent" means a company that has direct or indirect control over you in its decision making. The "Subsidiary" means a company that you have direct or indirect control over the decision making by such company. The "Related Company" means a company that you have effective influence over the decision making of such company by credit extension, business relationship or human relationship.
4. You represent, warrant and covenant to ensure that the Related Parties themselves or through the use of third parties have never conducted and/or will not conduct any of the following actions:
  - (1) a demand with violence;
  - (2) an unreasonable demand beyond what is legally entitled;
  - (3) use of intimidating words or actions in relation to transactions;
  - (4) an action to defame the reputation or interfere with the business of Citibank or Citibank's Affiliates by spreading rumor, using fraudulent means or resorting to force; or
  - (5) any other equivalent actions of the above.
5. You shall immediately provide Citibank with such documents and/or information of the Related Parties (including, without limitation, the registered/principal/office/residential address, formal name, birth date

of any Related Party) as may be requested by Citibank at any time for the purpose of performing identity verification and screening of the Anti-Social Forces or other persons or entities by Citibank.

6. In the event Citibank determines that it is not appropriate to maintain business transactions with you after becoming aware that (i) any of the representation and warranties in this provision are not or had not been true or that (ii) You breached the covenants in this provision, it shall constitute an Event of Default with respect to You under ISDA or other master agreements or the Single Agreement, and this Agreement shall be terminated. Citibank is not responsible for any damages, expenses and loss incurred by You in connection with such termination or any result of the Events of Default.
7. Without prejudice to Section 3, Section 4 and Section 10, You represent and warrant on a continuing basis as long as You are authorized to access and use the System that (i) You are fully aware that the use of the System to convey the Instructions carries not only the risk of error, but also breach of security and privacy and may induce fraudulent activities by third parties and (ii) You will deploy updated measures to safeguard the security of the use of the System other than devices or procedures offered or established by Citibank.

#### KOREA:

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

#### MALAYSIA:

1. For the avoidance of doubt, "affiliate" includes, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity, directly or indirectly, under common control with the person.
2. You agree that all obligations of Citibank Berhad under this Agreement or any Transactions or any Confirmations in relation thereto are to be performed solely by Citibank Berhad, subject to the laws of Malaysia and shall also be excused by other events beyond its control which prevent its performance.
3. You shall comply with all Applicable Law with respect to any Transaction which you enter into, including but not limited to, Malaysia's foreign exchange administration rules.
4. If an ISDA governs the Transactions.
  - (i) If You, any of your Credit Support Provider(s) or any of your applicable Specified Entities is licensed to carry on banking business, insurance business or investment banking business under the Financial Services Act 2013 of Malaysia, or is licensed to carry on Islamic banking business, takaful business, international Islamic banking business or international takaful business under the Islamic Financial Services Act 2013 of Malaysia or is an operator of a designated payment system in Malaysia, it will be an additional Event of Default if there is an assumption of control by a regulator having jurisdiction of You, any of your Credit Support Provider(s) or any of your applicable Specified Entities.
  - (ii) For the purpose of Section 5(b)(vi) of the ISDA, the following is an Additional Termination Event:-

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

For this Additional Termination Event, the definition of "Affected Transactions" in Section 14 of the ISDA does not apply; instead "Affected Transactions" means, at our election, all Transactions or all Transactions affected by the occurrence of this Additional Termination Event. For clarification, we may treat such failure as an Event of Default under Section 5(a)(ii)(1).
5. If an ISDA does not govern the Transactions, You shall deliver to us within such period as may be requested by us documentary evidence of the underlying firm commitment to which a Transaction relates as required by Malaysia's foreign exchange administration rules. Failure to comply with this requirement may result in the termination of that Transaction or all Transactions and in such event, You shall promptly,



on demand, fully indemnify us against any losses, costs, claims, expenses and liabilities (including, without limitation, any loss of bargain, cost of funding and any costs or loss incurred as a result of terminating, liquidating, obtaining or re-establishing any hedge or related trading position), whether or not reasonably foreseeable, sustained or incurred by us as a result of or in connection with the Transaction(s), we making arrangements to perform our obligations in respect of the Transaction(s) or the termination of the Transaction(s). In determining our loss, we may convert any amount to United States Dollars or such other currency(ies) as we may deem fit at a market rate determined by us.

6. Without prejudice to Section 12, Section 13 and each party's rights to disclose information relating to the other party whether under common law or statutory law or otherwise, each party to this Agreement hereby consents to the communication and disclosure by the other party of any information (including but not limited to Confidential Information) in respect of or relating to it, this Agreement, the Transactions and the Confirmation,
- (i) to and between that other party's head or home office, branches, affiliates and Representatives and such persons as may be selected by any of the aforesaid recipient of information, wherever situated, for confidential use (including in connection with the provision of any service and for data processing, statistical and risk analysis purposes);
  - (ii) to such persons as may be designated by such party;
  - (iii) to Payment Infrastructure Providers on a confidential basis and to the extent necessary for the provision of services, operations of accounts or in connection with this Agreement, any Transaction or any Confirmation;
  - (iv) to any Credit Support Provider (as defined in the ISDA) of such party or any other person who has provided or who may provide any guarantee, indemnity, security or support to secure the obligations of such party; and
  - (v) to any person to (or through) whom such party transfers or assigns (or may potentially transfer or assign) all or any of its rights, benefits and obligations hereunder, or with (or through) whom such party enters into (or may potentially enter into) any sub-participation or the like in relation to, or any other transaction under which payments are to be made or received by reference to, this Agreement, any Transaction or any Confirmation.

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

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

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

In this Malaysia Country Notice:-

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

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

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

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

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

#### PHILIPPINES:

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

#### SINGAPORE:

##### Personal Data Protection Act

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

#### TAIWAN:

1. Your Firm acknowledges that any service provided by Citibank Taiwan Limited (“CTL”) via CitiFX Pulse will not involve New Taiwan Dollars.
2. Unless otherwise provided herein or in the PDPA Notification Letter (as defined below), Your Firm hereby irrevocably and unconditionally agrees to the following:

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

to fulfill the purposes agreed by Your Firm and CTL or permitted by the laws or regulations on the confidential basis.

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

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

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

4. Your Firm hereby consents to CTL's outsourcing of Your Firm's transactions with CTL to a third party (including a domestic or offshore third party) (see Appendix 1 - Matters Outsourced to Third Parties of the PDPA Notification Letter), and consents to the provision of information in connection with the Your Firm's transactions ("Customer Information", including the information of Your Firm and any personal data and transaction information provided by Your Firm regarding Your Firm's personnel) to such a third party. CTL shall require such third party to protect the Customer Information in accordance with relevant laws and shall use the Customer Information only within the scope and purpose mandated or authorized by CTL.
5. Section 18 shall be deleted in its entirety and the following paragraph shall be inserted in substitution thereof:

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

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

#### VIETNAM:

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

terminate the Transactions and you shall indemnify Citibank on demand against all expense, loss, damage or liability that Citibank may incur in respect of the Transaction as consequence of movements in interest, currency, exchange or other relevant rates or prices. Citibank’s certificate as to indemnity amounts due shall be conclusive, in the absence of manifest error.

CENTRAL AMERICA AND CARRIBEAN COUNTRIES:

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

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

PANAMA

1. The System is made available and provided to You in the Republic of Panama by Citibank, N.A., Panama Branch, a banking corporation organized and existing under the laws of the United States of America. Therefore, all references to “Citibank” and/or to “Citibank N.A.” within this Agreement shall be interpreted to refer to Citibank, N.A., Panama Branch

2. Notwithstanding the provisions of section 18, this Agreement shall be governed by, and shall be construed in accordance with, the laws of the Republic of Panama, without regard to conflict of law principles. For our benefit, you irrevocably and solely submit to the jurisdiction of the courts of the Republic of Panama in regards to any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of this Agreement, and you waive any objection to proceedings in any such court on the grounds of inconvenient forum or conflict of law.

3. The term “Applicable Law” shall be construed to refer exclusively to the laws and regulations of the Republic of Panama, and only the laws and regulations of the Republic of Panama shall apply to this Agreement.

4. For the purposes of any account(s) or other contractual relationships with Citibank, N.A., Panama Branch, the taxes which may be deducted or withheld by Citibank pursuant to this Agreement shall be those imposed in the specific and limited circumstances under Panamanian applicable laws and regulations.

#### TRINIDAD AND TOBAGO:

1. The System is made available and provided to You in Trinidad by Citibank (Trinidad & Tobago) Limited, a company continued and existing under the Companies Act Chap. 81:01 of the laws of Trinidad and Tobago having its registered office at 12 Queen’s Park East, Port of Spain in the said Island of Trinidad. Therefore, all references to “Citibank” and/or to “Citibank N.A.” within this Agreement shall be interpreted to refer to Citibank (Trinidad & Tobago) Limited.

2. Notwithstanding the provisions of section 18, this Agreement shall be governed by, and shall be construed in accordance with, the laws of the Republic of Trinidad and Tobago, without regard to conflict of law principles. For our benefit, you irrevocably and solely submit to the jurisdiction of the courts of the Republic of Trinidad and Tobago in regards to any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of this Agreement, and you waive any objection to proceedings in any such court on the grounds of inconvenient forum or conflict of law.

3. The term “Applicable Law” shall be construed to refer exclusively to the laws and regulations of the Republic of Trinidad and Tobago, and only the laws and regulations of the Republic of Trinidad and Tobago shall apply to this Agreement.

4. For the purposes of any account(s) or other contractual relationships with Citibank (Trinidad & Tobago) Limited, the taxes which may be deducted or withheld by Citibank pursuant to this Agreement shall be those imposed in the specific and limited circumstances under the applicable laws and regulations of the Republic of Trinidad and Tobago.

#### JAMAICA:

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

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

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

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

#### COSTA RICA:

1. The System is made available and provided to You in Costa Rica by Banco CMB (Costa Rica), S.A., a banking corporation organized and existing under the laws of Costa Rica. Therefore, all references to “Citibank” and/or to “Citibank N.A.” within this Agreement shall be interpreted to refer to Banco CMB (Costa Rica), S.A.

2. Notwithstanding the provisions of section 18, this Agreement shall be governed by, and shall be construed in accordance with, the laws of the Republic of Costa Rica, without regard to conflict of law principles. For

our benefit, you irrevocably and solely submit to the jurisdiction of the courts of Costa Rica in regards to any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of this Agreement, and you waive any objection to proceedings in any such court on the grounds of inconvenient forum or conflict of law.

3. The term “Applicable Law” shall be construed to refer exclusively to the laws and regulations of the Republic of Costa Rica, and only the laws and regulations of the Republic of Costa Rica shall apply to this Agreement.

4. For the purposes of any account(s) or other contractual relationships with Banco CMB (Costa Rica), S.A., the taxes which may be deducted or withheld by Citibank pursuant to this Agreement shall be those imposed in the specific and limited circumstances under Costa Rican applicable laws and regulations.

#### ECUADOR:

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

1. references to Citibank or other cognate expressions shall mean Citibank N.A. Ecuador Branch;
2. notwithstanding Section 18 of the Agreement, the Agreement shall be governed by and shall be construed in accordance with Ecuadorian law, without regard to conflict of law principles.
3. You accept and understand and authorize the access by any electronic banking platform from any location or jurisdiction in the world.

#### OTHER JURISDICTIONS AND COUNTERPARTIES:

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

#### 其他司法管辖区和交易对手:

如果贵公司在一家花旗集团关联机构处开立的账户或与该机构之间的其他合同关系未包括在任何与一个或多个通过本系统提供使用的产品有关的前述条款中，该等产品由您在其处拥有该等账户或与之有其他合同关系的花旗集团关联机构提供，您就该等产品的互动被视为向该等花旗集团关联机构做出，并且就该等产品而言贵公司的交易对手是该花旗集团关联机构。如果贵公司并未在一家花旗集团关联机构处开立账户或与之没有其他合同关系，贵公司通过本系统达成的任何交易的交易对手是向您提供使用本系统的花旗集团关联机构。

#### SHARIA Annex:

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

1. In connection with this Agreement or any Transactions or any Confirmations in relation thereto, Section 6(e) of this Agreement shall be amended as follows, except to the extent that Your Firm and the relevant Citibank entity have agreed otherwise as to specific transactions or products:  
“If Your Firm and the specific Citibank, NA branch or Citibank affiliate that Your Firm is transacting with, have not entered into any ISDA or other master agreement governing Transactions of the type You engage in using the System, the Transactions and corresponding Confirmations with that Citibank branch or affiliate shall supplement, form a part of, and be subject to, a single agreement (“Single Agreement”) in the form of

the ISDA 2002 Master Agreement as published by ISDA (the "ISDA Form") subject to the amendment below, as if, on the date that you click accept the Agreement, Your Firm and the relevant Citibank branch or affiliate, as the case may be, had executed a separate Single Agreement in the ISDA Form, subject to the amendment below.

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

**"Jurisdiction**

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

- (i) By arbitration under the Rules of Arbitration of the London Court of International Arbitration ("LCIA") (the "Rules"). The Rules are deemed to be incorporated by reference into this Section.
- (ii) The number of arbitrators shall be three, each party having the right to nominate one arbitrator. If one party fails to appoint an arbitrator within 30 days of receiving notice of the appointment of an arbitrator by the other party, then that arbitrator shall be appointed by the LCIA.
- (iii) The third arbitrator, who shall act as chairman of the tribunal, shall be chosen by the two arbitrators chosen by or on behalf of the parties. If he is not chosen and appointed within 15 days of the date on which the later of the two-party appointed arbitrators is appointed, he shall be appointed by the LCIA.
- (iv) The seat of arbitration shall be London, England where all hearings and meetings shall be held, unless the parties agree otherwise. The language to be used in the arbitral proceedings shall be English.
- (v) The parties reserve the right of appeal from an award of the arbitral tribunal to any court having jurisdiction on any question of fact or law. To the extent that it conflicts with this right, any provision of the LCIA Rules is hereby disapplied.
- (vi) It is agreed that the arbitrators shall have no authority to award exemplary or punitive damages of any type under any circumstances whether or not such damages may be available under the relevant applicable law, the parties hereby waiving their right, if any, to recover such damages.
- (vii) The parties agree that the arbitrators shall have power to award on a provisional basis any relief that they would have power to grant on a final award.
- (viii) This arbitration clause, including its validity and scope, shall be governed by English law.
- (ix) Without prejudice to the powers of the arbitrators provided by the Rules, statute or otherwise, the arbitrators shall have power at any time, on the basis of written evidence and the submissions of the parties alone, to make an award in favour of the claimant (or the respondent if a counterclaim) in respect of any claims (or counterclaims) to which there is no reasonably arguable defence, either at all or except as to the amount of any damages or other sum to be awarded.
- (x) Nothing in this Section 13(b) shall be construed as preventing either party from seeking conservatory or similar interim relief in any court of competent jurisdiction nor shall anything in this Section prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction.
- (xi) The parties agree that the arbitration and any facts, documents, awards or other information related to the arbitration or the dispute, controversy or claim to which it relates shall be kept strictly confidential and shall not be disclosed to any third party without the express written consent of the other party, unless such disclosure is required to comply with any legal or regulatory requirement."

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

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

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

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

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

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

- (i) By arbitration under the Rules of Arbitration of the London Court of International Arbitration ("LCIA") (the "Rules"). The Rules are deemed to be incorporated by reference into this section.
- (ii) The number of arbitrators shall be three, each Party having the right to nominate one arbitrator. If one party fails to appoint an arbitrator within 30 days of receiving notice of the appointment of an arbitrator by the other party, then that arbitrator shall be appointed by the LCIA.
- (iii) The third arbitrator, who shall act as chairman of the tribunal, shall be chosen by the two arbitrators chosen by or on behalf of the parties. If he is not chosen and appointed within 15 days of the date on which the later of the two-party appointed arbitrators is appointed, he shall be appointed by the LCIA.
- (iv) The seat of arbitration shall be London, England where all hearings and meetings shall be held, unless the Parties agree otherwise. The language to be used in the arbitral proceedings shall be English.
- (v) The Parties reserve the right of appeal from an award of the arbitral tribunal to any court having jurisdiction on any question of fact or law. To the extent that it conflicts with this right, any provision of the LCIA Rules is hereby disappplied.
- (vi) It is agreed that the arbitrators shall have no authority to award exemplary or punitive damages of any type under any circumstances whether or not such damages may be available under the relevant applicable law, the Parties hereby waiving their right, if any, to recover such damages.
- (vii) The Parties agree that the arbitrators shall have power to award on a provisional basis any relief that they would have power to grant on a final award.
- (viii) This arbitration clause, including its validity and scope, shall be governed by English law.
- (ix) Without prejudice to the powers of the arbitrators provided by the Rules, statute or otherwise, the arbitrators shall have power at any time, on the basis of written evidence and the submissions of the Parties alone, to make an award in favour of the claimant (or the respondent if a counterclaim) in respect of any claims (or counterclaims) to which there is no reasonably arguable defence, either at all or except as to the amount of any damages or other sum to be awarded.
- (x) Nothing in this section 18 shall be construed as preventing either Party from seeking conservatory or similar interim relief in any court of competent jurisdiction nor shall anything in this Section prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction.
- (xi) The parties agree that the arbitration and any facts, documents, awards or other information related to the arbitration or the dispute, controversy or claim to which it relates shall be kept strictly confidential and shall not be disclosed to any third party without the express written consent of the other party, unless such disclosure is required to comply with any legal or regulatory requirement."



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

- (i) any and all trading through Mobile FX is subject to additional risks and the Firm assumes all liability with respect to any and all such additional risks
- (ii) trading through Mobile FX is permitted pursuant to the Firm’s policies and procedures;
- (iii) compared to access to Systems from within the Firm’s information technology infrastructure, that access to Systems through the internet or other networks outside of the Firm’s information technology infrastructure may result in additional communication delays or failures; and/or may be subject to additional risks of interception, loss or corruption (such as viruses and malware);
- (iv) responsibility for all Instructions transmitted through Mobile FX using Security Procedures assigned to persons trading for and on behalf of the Firm;
- (v) Mobile FX is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to the Firm’s policies or procedures, regulation or applicable law; the Firm is solely responsible for ensuring that access thereto is lawful;
- (vi) it is aware of and accept the risks associated with (a) 'jailbreaking' (i.e. circumvention of restrictions which prevent wireless devices and/or telephone handsets (each a “Mobile Device”) from downloading and/or using certain types or categories of software applications); and (b) the open nature of the Android platform;
- (vii) it will ensure that access to and/or trading on Mobile FX by or on its/their behalf will only be carried out using a Mobile Device which has not been ‘jailbroken’; to the extent that any Mobile Device used to access and/or trade on Mobile FX has been ‘jailbroken’ or uses Android, the Firm shall be solely responsible for all consequences thereof, including, without limitation, all trading activity associated with such Mobile Device;
- (viii) the functionality available on Mobile FX is a subset of the functionality available via the System;
- (ix) Citibank may amend, enhance or limit the functionality of Mobile FX at any time, with or without notice, for any or no reason.

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

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

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

通过点击以下“我接受并同意”，您确认您已经阅读、理解并同意受本协议约束，并同意协议中规定的信息披露。如果您点击以下“我不接受”，您将被拒绝访问本系统。