

## 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”). THE SYSTEM SHALL INCLUDE ALL ORDER AND RELATED MESSAGES, RESEARCH, MARKET COMMENTARY, DATA, ANALYTICAL TOOLS, SOFTWARE, VIDEO, AUDIO, GRAPHICS, PRICING INFORMATION AND OTHER CONTENT (COLLECTIVELY “SYSTEM CONTENT”) TRANSMITTED VIA (I) A FIX CONNECTION, (II) THE INTERNET, (III) FRONT-END SYSTEMS OR SOFTWARE WHETHER PROVIDED BY CITIBANK OR A THIRD-PARTY (WHICH MAY INCLUDE PROPRIETARY OR CITIBANK ALGORITHMS EMBEDDED THEREIN); (IV) FRONT-END ORDER ROUTING FACILITY PROVIDED BY CITIBANK OR A THIRD-PARTY (WHICH MAY INCLUDE PROPRIETARY OR CITIBANK ALGORITHMS EMBEDDED THEREIN), (V) TELEPHONE AND OTHER FORMS OF ELECTRONIC MESSAGING, OR (VI) AS OTHERWISE NOTIFIED BY CITIBANK 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 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.citifix.com](http://www.citifix.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 may designate one or more individuals (individually and collectively, the “**Security Manager(s)**”), to administer the System on behalf of the Firm, including, without limitation, cooperating with the Citibank with respect to the System.

Any such Security Manager shall undertake the following duties on behalf of Your Firm, as well as any other reasonable duties requested by Citibank and agreed to by Your Firm in the Agreement:

- (a) Appointing and managing the access and entitlement of Authorized User(s), including such activities as creating, deleting or modifying user profiles and entitlements, and ensuring that only Authorized Users have access to the System;
- (b) With respect to any Transactions, Instructions received from any of the Authorised Users and/or Security Managers, Citibank shall be entitled to rely on such Instructions. Provided that Citibank executes such Instructions in the System, Your Firm acknowledges and agrees that it shall be bound by such Transactions, even if such Transactions are unauthorized, in breach of tenor limits, or by Your Firm’s internal policies and/or erroneous.
- (c) Ensuring that the confidentiality of passwords, information and processes is maintained and promptly notifying Citibank if there is any reason to suspect that the confidentiality has been compromised;
- (d) Your Firm must inform Citibank promptly of any change (including termination) of the Security Managers or Authorised Users, delegates who have been granted access to the System by the Security Manager or by Your Firm, as the case may be, by giving notice executed on behalf of Your Firm by your authorized representative by way provided in section 16(c) of the Agreement. Your Firm shall comply with any Security Procedures designed to verify the origination of communications from Your Firm. Citibank is not responsible for errors or omissions made by Your Firm, the Security Managers or Authorised Users in such communications, instructions and may act in reliance on such communications, instructions. Citibank reserves the right to not act on any such communication, instruction where it reasonably doubts its authenticity or appropriateness.
- (e) Completing, amending, approving, supplementing and/or providing such forms and/or information as may be required by Citibank from time to time in connection with the provision of services and/or products to Your Firm (including but not limited to accepting by any means, including by clicking “I Accept and Agree” or by any other form of electronic acceptance through the System) under the Agreement, any terms and conditions applicable to the System and/or Product(s) and any variation to the forgoing).

Your Firm assumes all responsibility for capacity and authority, as well as for the actions of Your Firm’s authorized representatives, including those who have access and / or authorize access to the System, including but not limited to Security Managers and Authorised Users, and ensures that access to the System is in compliance with applicable Security Procedures, the Agreement and all applicable laws. The Parties agree that the person who has obtained access to the System via successful authentication and identification or other authorization methods provided for the relevant type of services in the System is considered to be an authorized representative of Your Firm, and Your Firm is responsible for the actions of its authorized representatives and any other persons who act on the basis of documents provided by Your Firm to Citibank, including submission of CitiFX Pulse Registration form in connection with the System as well as for the actions of other persons who, although not duly authorized, do act in such way that their actions and environment imply the presence of the necessary powers, including the passage of the Security procedures established by the Agreement.

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. For the avoidance of doubt, in circumstances where an Authorized User on behalf of Your Firm ceases to be an employee of Your Firm or where access to the System and/or any System Content with respect to that Authorized User is terminated or revoked, You acknowledge and agree that any Instruction

(as defined below) or Transaction effected by such Authorized User shall remain binding on Your Firm unless and until You notify Citibank that such Instruction should be revoked. Such revocation shall not take effect unless actually received by Citibank in accordance with Agreement and formally acknowledged by Citibank.

#### 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 (1) is from You; (2) originates from the location (including country, state, province or other jurisdiction) that has been associated with You on our records; and (3) 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, as applicable, 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;
  - (d) Citibank, N.A. (or its affiliated entities) is acting as principal and is not acting as a broker, agent, fiduciary, advisor or in any similar capacity for Your Firm in respect of any Transaction and further acknowledge and agree that Citibank will accept and work orders in good faith. You will make all trading decisions solely on the basis of Your own judgment (and upon advice from such advisers as You have deemed necessary to appoint) as to whether any Transaction is appropriate or proper and based on an independent evaluation of relevant factors, including the economic features of the financial instrument involved, the complexity of the financial instrument, and the associated market, credit and currency risks; Your Firm is not relying on any communication (written or oral) of Citibank, N.A. or its affiliated entities, as investment advice or as a recommendation to enter into any Transaction, it being understood that information and explanations related to the terms of any Transaction shall not

be considered investment advice or a recommendation to enter into the Transaction; Your Firm has not received from Citibank, N.A. or its affiliated entities, any assurance or guarantee as to the expected results of any Transaction; You expressly undertake that you will not use the System for any purpose which is contrary to law or regulation or in any manner which could: (i) have the effect of manipulating or distorting a 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;

- (e) 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;
- (f) Your Firm understands and agrees that (i) any transaction concluded by means of a recorded telephone conversation is a legally binding transaction as from the date of such conversation; (ii) the subsequent Confirmation serves only as written evidence of the valid and binding oral agreement; and (iii) failure to exchange Confirmations will not in any way invalidate the underlying oral transaction;
- (g) When Citibank executes a Transaction with you, Citibank may be required under Applicable Law to, or may in response to an order, directive or request regarding reporting and/or retention of Transaction or similar information issued by any government authority and regulatory authorities or any 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; and
- (h) Where Citibank has received or subsequently receives your specific consent to do so, Citibank may provide You with information that is required to be provided in a durable medium by way of email, PDF document or by any other durable medium that is not paper. With your specific consent, Citibank may also provide certain of such information not personally addressed to you by means of such websites as you are notified of by us.

7. **Settlement and Payment.** You agree to pay all amounts payable by You in respect of any Transactions You effect using the System as those amounts become due regardless of any right of set-off or counterclaim that You or Your Firm may have against Citibank and free and clear of, and without withholding or deduction for, any taxes of whatever nature, unless required by Applicable Law. You shall pay to Citibank a fee in respect of any executed Transaction using one of more Algo Strategies (“Usage Fee”). The Usage Fee shall be the rate we agree from time to time in writing, provided, that, Citibank may change the applicable Usage Fee at any time if 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 Citibank

algorithms embedded therein), as well as all related copyrights, trademarks, service marks, patent rights, and trade secrets and any other intellectual property rights therein (registered or unregistered) including any applications, anywhere in the world. You will not acquire any right, title, or interest in or to any of the foregoing by virtue of the limited license granted to You to access and/or use the System and System Content in accordance with the terms of this Agreement. You will not (i) disclose, sell, lease, transfer, make derivative works from, reproduce, redistribute or otherwise disseminate all or any part of the System or System Content to any third party, or (ii) copy, alter, decompile or reverse engineer any of the System or System Content except to the extent expressly permitted by Applicable Law. You will not remove, obscure or change any copyright or other notices or legends contained in the System or System Content.

#### **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 General Data Protection Regulation (EU) 2016/679 law ("GDPR"), any laws implementing 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.

### 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 (vi)) 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;
- (iv) 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;
- (v) 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
- (vi) communicating with credit reference and information agencies.

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

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

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

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 required or permitted to be given hereunder shall be in writing and shall be delivered: (i) in the case of notices to you, through the System; or (ii) through any method of communication using an electronic or telecommunications system or network, other than verbal communication between individuals, and including e-mail communication; or (iii) by hand (against receipt), by registered or certified mail, or by overnight air carrier, to such person and address as the parties shall identify in writing and other communications required or permitted hereunder shall be in writing and shall be delivered by hand, certified or registered mail with postage prepaid, or by recognized overnight courier, to such person and address as the parties shall identify in writing. Communications with Citibank by electronic mail or instant messaging do not under any circumstances constitute effective notice for any purpose under this Agreement.
- (d) The headings of sections of this Agreement are included for convenience only and shall not constitute a part of this Agreement or be used in any way in interpreting this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all together shall be one and the same document.
- (e) This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns, and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement shall not be construed as an agreement by either party to be a partner of the other party or to create any joint venture or any other form of legal association that would impose liability upon one party for the act or failure to act of the other party or as providing either party with a right, power, or authority (express or implied) to create any duty or obligation on behalf of the other party.
- (f) This Agreement may not be amended except in a writing that is signed by an authorized representative of each of the parties.
17. **Term and Termination.** This Agreement shall take effect on the date You accept it and shall continue in effect until terminated in accordance with this section. Either party may terminate this Agreement in its sole discretion upon thirty (30) day's prior written notice to the other party. If any party materially breaches any provision of this Agreement, the non-breaching party may terminate the Agreement by written notice to the other party, which notice shall be effective the next business day following receipt. Citibank may terminate this Agreement immediately upon written notice to You at any time if: (a) You fail to pay when due any amount due in relation to a Transaction, (b) You commence or have commenced against you any action for the appointment of a trustee, receiver, or administrator to or for Your liquidation, winding up, or dissolution, or for the reorganization, composition, or arrangement of Your debts, or (c) You default on a material obligation under any other agreement with Citibank or any of Citibank's affiliates. Any termination shall have no effect on the rights and obligations of any party as to Instructions or Transactions made prior to such termination.
18. **Governing Law and Jurisdiction.** These Terms and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, the laws of England and Wales. For our benefit, you irrevocably submit to the jurisdiction of the English courts, which are to have jurisdiction to settle any disputes which may arise out of or in connection with the validity, effect, interpretation

or performance of these Terms or any non-contractual obligation arising out of or in connection therewith and waive any objection to proceedings in any such court on the grounds of inconvenient forum. If you do not have a permanent place of business in England or Wales, you shall at all times maintain, and notify us of, an agent for service of process in England or Wales and, in any event, any claim form, order, petition, judgment or other notice of legal process shall be sufficiently served on you if delivered to any Affiliate of yours at its permanent place of business in England and Wales.

## **PRODUCT ANNEX**

CitiFX® Pulse

Citi Velocity SM – Trading: Foreign Exchange

## COUNTRY ANNEXES

### 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.

### MEXICO:

For purposes of the Mexico Country Annex:

- a) Any references to “Mexico” shall be deemed to be made to the United Mexican States.
- b) Any references to “business days” shall mean any days other than a Saturday or a Sunday, on which Mexican banks are open for business in Mexico.

1. The System is made available and provided to You in Mexico by Banco Nacional de México, S.A., integrante del Grupo Financiero Banamex, a banking corporation organized and existing under the laws of Mexico (“*Citibanamex*”). Therefore, all references to “Citibank” and/or to “Citibank N.A.” within this Agreement shall be interpreted to refer to Citibanamex.

You represent and warrant on a continuing basis as long as You are authorized to access and use the System that:

2. You have the legal capacity, power and authority to enter into and perform Your obligations under this Agreement and this Agreement is Your legal, valid, binding and enforceable obligation. The individual signing this Agreement on your behalf has sufficient powers and authority to bind You as per the terms of this Agreement, pursuant to a power of attorney for acts of administration (*poder para actos de administración*), which powers and authority have not been limited, revoked or modified in any manner whatsoever as of the date hereof. Any and all individuals designated by You to execute transactions under this Agreement on Your behalf shall be appointed by a duly authorized representative with the authority to delegate and substitute his/her powers (*poder de delegación y sustitución*) in favour of such authorized individuals. You shall give prompt notice to Citibank, but in any case no later than 3 (three) business days prior to the effectiveness of the revocation or substitution of any authorized individual to execute transactions on Your behalf under this Agreement. Neither Citibank nor any of its affiliates or subsidiaries shall have any liability for transactions executed by any authorized individual for which a revocation or substitution notice has not been given by You to Citibank.

3. As of the date hereof, you have entered into either a (i) Single Corporate Electronic Banking Services Agreement (*Contrato Único de Prestación de Servicios de Banca Electrónica*); or (ii) Master Accounts and Service Terms plus appropriate activation forms; all of which are currently in full force and effect.

4. You acknowledge that the Internet is not a safe means of communication and for the transmittal of information, and implies risks outside of Citibank’s control. You hereby agree to give notice to Citibank of any revocation of authority to any individual to use the Security Procedures on your behalf under this Agreement, with no less than 24 (twenty four) hours prior to the effectiveness of such revocation. You hereby further acknowledge that Citibank shall be authorized to act upon any instruction received from a then authorized individual to use the Security Procedures, and shall be under no obligation to independently verify that any such individual is authorized to use such Security Procedures absent a notice of revocation as per this paragraph.

5. You shall comply with the Security Procedures described in Article 3 and agree to take every precaution to ensure the safety, security and integrity of the Transactions when using the System.

6. You hereby agree that Your access to the System and permission to use the services offered on the System through Citibank’s banking platforms in Mexico have been granted and agreed through either a Single Corporate Electronic Banking Services Agreement (*Contrato Único de Prestación de Servicios de Banca Electrónica Empresarial*) or through a Master Account and Service Terms plus appropriate activation forms, which grant You access to BancaNet Empresarial

and/or CitiDirect BE®. Any and all notices or instructions from You or Citibank transmitted through the System shall comply with the provisions of this Agreement, and shall be deemed to be in conformity with the terms of either of such contracts.

7. For all applicable legal purposes, this Agreement constitutes a master agreement (*contrato marco*) provided under the applicable regulation issued by the Mexican Central Bank (as amended from time to time) for the execution of foreign exchange transactions through the System; *provided that*, to the extent that the System is not available for the execution of particular Transactions for any reason whatsoever, You agree that such Transactions may also be executed through other means that allow You and Citibank to agree to the terms of those Transactions.

8. You hereby grant your express consent to Citibank to transfer any information transmitted through the System to any of its subsidiaries and/or affiliates under a confidential basis, for the purposes of enabling Citibank to comply with its obligations hereunder or any other purposes authorized by You under any other means.

9. You hereby grant Your express consent to Citibank to terminate or suspend any Transaction through the System, if Citibank has sufficient elements to presume any improper activity or misuse of the Security Procedures or any mistake, error or inaccuracy in any instruction given by You to Citibank.

10. You hereby grant Your express consent to Citibank to restrict any funds available in Your Account(s) for a period not to exceed 15 (fifteen) business days, in order for Citibank to conduct investigations and consultations with other banking institutions, whenever Citibank has sufficient elements to presume any improper activity or misuse of the Security Procedures. You also hereby grant Your express consent to Citibank to extend such restriction period to up to 10 (ten) additional business days, so long as Citibank has given notice to any competent authority regarding the probable commission of unlawful activities with respect to the Transaction performed through the System.

11. You hereby grant Your express consent to Citibank to debit from Your Account any funds received through the System, whenever as a result of the investigations and consultations referred to in the paragraph immediately above, Citibank receives evidence that the Account was opened with false information or documents, or that such funds were obtained as a result of a misuse of the Security Procedures.

12. You hereby grant Your express consent to Citibank to debit from Your Account any funds received through the System, whenever Citibank identifies that such funds were credited to Your Account as a result of a Citibank's error.

13. You hereby acknowledge that You shall have access to the records and logs corresponding to Your Transactions executed through the System during the most recent 180 (one hundred and eighty) calendar days, upon prior request in writing to Citibank, which information shall be delivered by Citibank within the 10 (ten) business days following Your request.

14. Notwithstanding the provisions of Section 18, this Agreement shall be governed by, and shall be construed in accordance with, the laws of the Mexico, without regard to conflict of law principles. The parties hereby irrevocably and solely submit to the jurisdiction of the federal courts sitting in Mexico City in regards to any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of this Agreement, and the parties hereby expressly waive any objection to proceedings in any such court on the grounds of inconvenient forum or conflict of law.

15. The term "Applicable Law" throughout this Agreement shall be construed to refer exclusively to the laws and regulations of Mexico, and only the laws and regulations of Mexico shall apply to this Agreement.

16. The Security Managers have the responsibility for appointing and managing the access and entitlement of Users, including such activities as creating, deleting or modifying user profiles and entitlement rights. These actions are not monitored or validated by Citibank Your Firm is responsible for monitoring these actions and ensuring compliance with Your Firm's internal policies and requirements

#### **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.
15. In case Your Firm is an Agent, You expressly state and confirm that your principal have extended to Your Firm all powers and authority necessary to execute in its behalf this Agreement and each FX Transaction and to accept the applicable rate which will be provided in the foreign exchange agreement. You and your principal are responsible for all Instructions and actions, as well as any erroneous Instructions and any resulting costs or losses.
16. The settlement, cancellation and write-off of the foreign exchange agreement shall not eliminate liabilities that may be attributed to You as an Agent, under the terms of the legislation and regulations in force.
17. 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 does not guarantee the execution of any Transactions requested through the FX Scheduler.

17.1. If You or Your Authorized Users opt to use FX Scheduler, in addition to complying with the requirements of Section “**6. Instructions and Transactions**” as amended by item 8 above, You expressly agree to grant Citibank all powers and authorization to enter into each Transaction on your behalf and to accept the applicable Market Rate that will be provided for in the FX Agreement after the execution of the respective Operation.

17.1.1. For the purposes of this item 17, “**Market Rate**” means, for the execution of the Transaction through the FX Scheduler, the market and/or benchmark exchange rate, as applicable, charged by Citibank when executing foreign exchange transactions for the purchase and sale of foreign currencies, the rate of which shall be indicated only after the execution of the FX Transaction in the FX Agreement.

**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, 10<sup>th</sup> Floor, Oborishte district, 1505 Sofia and the System is provided to You by that entity. All references herein to Citibank shall be deemed to be to Citibank Europe plc, conducting its business activity in Bulgaria

through Citibank Europe plc, Bulgaria Branch.

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 and/or, as the case may be, General Account Conditions, available at <https://www.citi.com/icg/sa/emea/bulgaria/english/disclosures.html>.

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 Bulgaria jurisdiction are amended or changed, Citibank will notify Your Firm 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.”

6. 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.”

7. 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**”).

8. 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.

9. 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”) and the related regulations, including but not limited to EU Regulation 565/2017 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 <https://www.citi.com/icg/sa/emea/bulgaria/english/disclosures.html>); (b) execution of Your orders outside a trading venue (over the counter);

(c) the provision of information (including transaction confirmations) 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 or through the System;

(d) that Citibank may provide you information not personally addressed to you via the following website <https://www.citi.com/icg/sa/emea/bulgaria/english/>, including the relevant information that is required to be provided prior to providing investment and ancillary services.

10. The CitiFX Pulse Registration Form and any other form related to this Agreement 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 in a form acceptable to the Bank. These documents shall not be provided if already have been provided to the Bank.

11. Your Firm hereby acknowledges that Citibank will process Your personal data as set forth in the relevant Markets and Securities Privacy Statement accessible at <https://www.citi.com/icg/sa/emea/bulgaria/english/disclosures.html> (or such other URL or statement as Citibank may notify to Your Firm from time to time).

12. You agree and acknowledge that information, communication, Confirmations exchanged through the System and other electronic means shall be considered electronic documents executed with electronic signature and shall be considered as equal to a document signed with handwritten signature within the meaning of Article 13, para. 4 of Electronic Document And Electronic Trust Services Act.

13. 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, You hereby consent to the communication and disclosure by Citibank of any information (including but not limited to Confidential Information) in respect of or relating to You, this Agreement, the Transactions and the Confirmation, (i) to and between Citibank's head or home office, branches, subsidiaries, representative offices, affiliates and agents 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 Citibank transfers or assigns (or may potentially transfer or assign) all or any of its rights, benefits and obligations hereunder, or with (or through) whom Citibank 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.

14. You agree and accept that by using the System, you may establish term deposits with the funds available under Your current accounts with Citibank (each of them hereinafter referred to as the „Deposit“) whereby the concluded specific agreement for the Deposit between the parties about its amount, currency, term and interest is hereinafter referred to as “Deposit Agreement“. There are no requirements for minimum amount of a Deposit.

15. Herewith You agree that upon conclusion of a Deposit Agreement Citibank has the right to *ex officio* debit at its sole discretion Your current account at Citibank with the Deposit amount in accordance with the Deposit Agreement and to direct it to an internal technical deposit account in the name of Citibank. When determining the current account which is to be debited, Citibank shall consider the currency of the current account first; in case of two or more current accounts in the same currency, if You have not explicitly specified which current account should be debited by Citibank, then the latter shall debit a current account at its own discretion.

16. Upon the maturity of the Deposit according to the Deposit Agreement, respectively upon early termination of the Deposit prior the maturity, in the absence of a written agreement about something different, Citibank shall *ex officio* credit the same current account of Yours (which has been debited *ex officio*) with the amount of the Deposit along with the interest accrued (if any).

17. Citibank shall accrue and repay the interest on a Deposit on the maturity through adding (capitalizing) it to the respective current account of Yours under p. 16 above. The interest is calculated daily based on 360 interest days per year and the actual days elapsed from the respective month (Act/360). Citibank shall not be entitled to change unilaterally the interest rate applicable to a Deposit when the agreed interest rate is fixed.

18. You have the right to terminate a Deposit before maturity with written notification to Citibank extended via the System. In case of early termination of a Deposit, Citibank shall pay interest rate applicable to current accounts pursuant to the applicable Citibank tariff.

19. Upon establishment and termination of a Deposit Citibank shall provide You with an electronic current account statement pursuant to the current account agreement. You undertake to review the current account statement and in case of any objection to notify Citibank in writing in a timely manner. In case You have not made any objections within a 15-day period upon receipt of the current account statement, it shall be considered accepted without any

objections.

20. You shall pay fees and commissions to Citibank for servicing and performing all types of operations according to the applicable tariff of Citibank.

21. In case of termination of this Agreement, it shall be in effect with respect to the Deposits which have been established based on it, until their maturity or early termination.

22. In accordance with and pursuant to Article 57, paragraph 3 of the Credit Institutions Act, by signing this Agreement You confirm that at the time of the respective current account opening You have received the information whether the funds under it, which pursuant to the meaning of Article 57, paragraph 3 of the Credit Institutions Act represent a deposit are guaranteed or not under the terms and conditions of the Bank Deposits Guarantee Act, the amount of the guarantee and the applicable deposit guarantee scheme. By executing this Agreement, You confirm that You have received and are acquainted with the document “DEPOSIT GUARANTEE SCHEME – DEPOSITOR INFORMATION SHEET”.

#### **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 Entrepreneuring 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 expressly agree and accept each and 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 6, 7, 8, 10, 11, 14, 15, 17 and 18 of the Agreement, and your authorized representative(s) handwritten or electronic (as an “electronic signature” is defined in the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC) 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 (other than financial free zones of Abu Dhabi Global Market and Dubai International Financial Centre) (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 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. Section 12(g) of the Agreement is deleted and replaced with the following:

“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 and United Arab Emirates (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.”

5. Section 12(k) of the Agreement is deleted and replaced with the following:

“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 or United Arab Emirates including any amendments or supplements to or replacements of such laws and/or regulations of any of the foregoing from time to time.”

6. Reference to “European Economic Area” in section 13(b) shall mean the “United Arab Emirates”.

7. Section 13(d) of the Agreement is deleted and replaced with the following:

8. 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 and UAE listed in the Country Annexes

## **Abu Dhabi Global Market (a financial free zone within the United Arab Emirates)**

Where the System is provided to You in or into the Abu Dhabi Global Market (**ADGM**), a financial free zone within the geographical boundaries of Emirate of Abu Dhabi in the UAE, the Agreement will be amended as follows:

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

1. In Section 4(a) (Use of the System) the term “Applicable Law” shall include the published and gazette federal laws of the United Arab Emirates and that of the Emirate of Abu Dhabi, to the extent such laws apply to the ADGM and regulations and rules of ADGM as may be issued by ADGM Registration Authority and Financial Services and Regulatory Authority from time to time.
2. Section 5 of the Agreement (Country Notices) is amended by inserting the following text at the end thereof:

To the extent you are transacting with Citibank N.A., ADGM Branch, this Agreement should be read in conjunction with the client agreement you may have entered into with Citibank, N.A., ADGM Branch.

3. Section 6(d) of the Agreement is deleted and replaced with the following:

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, suitable 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 and neither of suitability or best execution considerations have been taken into account prior to providing any information or explanations related to the terms of any 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 the Applicable Laws) 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.

4. Section 12(g) of the Agreement is deleted and replaced with the following:

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 and Abu Dhabi Global Market (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.

5. Section 12(k) of the Agreement is deleted and replaced with the following:

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 or Abu Dhabi Global Market including any amendments or supplements to

or replacements of such laws and/or regulations of any of the foregoing from time to time.

6. Section 13(d) of the Agreement is deleted and replaced with the following:

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 and Abu Dhabi Global Market listed in the Country Annexes.

**SOUTH AFRICA:**

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

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

“(e) If Your Firm and the specific Citibank NA branch or Citibank affiliate that Your Firm is transacting with, have not entered into any ISDA or other master agreement governing Transactions of the type You engage in using the System, the Transactions and corresponding Confirmations with that Citibank branch or affiliate shall supplement, form a part of, and be subject to, a single agreement (“Single Agreement”) in the form of the ISDA 2002 Master Agreement as published by ISDA (the “ISDA Form”) as if, on the trade date of the first Transaction between Your Firm and such Citibank branch or affiliate, Your Firm and the relevant Citibank branch or affiliate, as the case may be, had executed a separate Single Agreement in the ISDA Form (but without any Schedule except (i) for the election of South African Law as the governing law; (ii) the submission to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg in connection with all matters relating to such Single Agreement, the Transactions, Confirmations and any other non-contractual obligations arising out of or in connection with such Single Agreement, the Transactions, Confirmations; and Your Firm waive any objection to the laying of venue in, and any claim of inconvenient forum with respect to these courts and Section 13(b) of the ISDA Form shall be deemed to have been amended accordingly; and Your Firm also irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to the Single Agreement, the Transactions and Confirmations; (iii) the specification of ZAR as the Termination Currency and the application of Credit Event Upon Merger); (iv) If Your Firm is incorporated in South Africa You hereby confirm that You will at all times abide by and comply with the South African Exchange Control Regulations, Orders and Rules 1961 (as amended) issued in terms of the Currency and Exchanges Act, 1933 (as amended) and by any rulings made in terms thereof as they exist from time to time.”
2. In the event that You are transacting through the Citi Velocity product Section 6 (f) shall be amended to include the following wording:

“(iv) You hereby confirm that You will at all times abide by and comply with the South African Exchange Control Regulations, Orders and Rules 1961 (as amended) issued in terms of the Currency and Exchanges Act, 1933 (as amended) and with any Authorised Dealer Manual (the “Currency and Exchanges Manual for Authorised Dealers”) made in terms thereof in force from time to time and warrants that the required

approvals (if any) have been obtained. Further, the Customer expressly agrees, in cases where the forward exchange contract's maturity date exceeds 6 months from booking date, to provide Citibank 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 Citibank, 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 Citibank 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 Citibank with all of the aforementioned documents within the stipulated timeframe, Citibank 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 Citibank (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”. Within the context of the Agreement the System shall mean CitiFX® Pulse only, and the Transactions that are permissible to be entered via CitiFX Pulse from time to time. Transactions shall be entered into under the terms of the Bank Account Terms and Conditions of Citibank Kazakhstan JSC and/or Treasury Master Agreement, and/or Master Agreement on FX Conversion Transactions and/or other applicable general terms of FX operations (hereinafter separately or collectively –the “Terms”) enforced by Citibank Kazakhstan JSC which shall have prevailing force in case of any controversies between this Agreement and any of the Terms applicable to Your Firm.
2. Sentence in preamble starting with words: “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.” is replaced with wording as follows: “You agree that these terms and conditions comprising of CitiFX Pulse Registration Form, Electronic Access And User Agreement together with 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 including the Kazakhstan Country Annex, the Mobile Terms Annex and all schedules, disclosures, legends or disclaimers posted on or in connection with the CitiFX Pulse system (hereinafter – the “**System**”), each of which is incorporated into and made part of the Agreement together form integral parts as a single document (hereinafter – the “**Agreement**”). The Agreement is posted on the website: [https://www.citifx.com/files/electronic-user-agreements/English\\_CitiFX\\_Pulse\\_Electronic\\_Access\\_and\\_User\\_Agreement.pdf](https://www.citifx.com/files/electronic-user-agreements/English_CitiFX_Pulse_Electronic_Access_and_User_Agreement.pdf) or such other URL link which may be notified by Citibank from time to time. The Agreement shall be deemed as accepted by Your Firm in case of its adhesion to the Agreement as a whole by signing the CitiFX Pulse Registration Form that expressly provides for Customer’s adhesion to the Agreement which shall subject to acceptance by Citibank Kazakhstan JSC of CitiFX Pulse Registration Form constitute the execution of the agreement between the Citibank and Your Firm in writing in English and Russian, Kazakh languages, each having equal legal force, with one copy for each Party. In case of any inconsistency or conflict between the versions as to the proper interpretation or construction hereof, the English version shall prevail. 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. Your Firm agrees that the Citibank may modify, amend and supplement the Agreement unilaterally by giving a 30 days prior to enforcement notice in writing of any such amendments, modifications or changes applicable to Citibank Kazakhstan JSC by posting the Agreement as amended, on the website at [https://www.citifx.com/files/electronic-user-agreements/English\\_CitiFX\\_Pulse\\_Electronic\\_Access\\_and\\_User\\_Agreement.pdf](https://www.citifx.com/files/electronic-user-agreements/English_CitiFX_Pulse_Electronic_Access_and_User_Agreement.pdf) or such other URL

address, which may be notified, upon elapse of 30 days following such notice Agreement will be regarded amended.”

3. Section 3 shall be supplemented with the paragraph as follows: “Your Firm assumes all responsibility for capacity and authority, as well as for the actions of Your Firm’s authorized representatives, including those who have access and / or authorize access to the System, including but not limited to security managers, users, and ensures that access to the System performed by the above persons in compliance with applicable Security Procedures, the Agreement, applicable requirements of the currently enacted legislation of the Republic of Kazakhstan. The Parties agree that the person who has obtained access to the System via successful authentication and identification or other authorization methods provided for the relevant type of services in the System is considered to be the authorized representative of Your Firm, and Your Firm is responsible for the actions of its authorized representatives and any other persons who act on the basis of documents provided by Your Firm to the Citibank, including submission of CitiFX Pulse Registration form in connection to the System as well as for the actions of other persons who, although not duly authorized, do act in such way that their actions and environment imply the presence of the necessary powers, including the passage of the Security procedures established by the Agreement.
4. For the purposes of Kazakhstan Country Annex, section 3 (c) shall not apply.
5. The second and the third sentence in section 6 shall be restated to be read as follows: “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. Citibank shall execute the Transaction on the basis of duly completed and authorized confirmation of the Instruction (hereinafter – the “Confirmation”) submitted by Your Firm to Citibank: (i) on paper signed on behalf of Your Firm; (ii) in electronic form confirmed by Your Firm using identification means (used in the CitiDirect BE system from time to time, including through dynamic identification) or (iii) an authorized SWIFT as set forth on applicable to Your Firm Terms. Failure to exchange Confirmations entitles Citibank repudiate any such Transaction and to seek compensation for damages from Your Firm hereunder. Citibank shall have the right, at its sole discretion to refuse to execute the Transaction in the relevant value date by sending a written notice to Your Firm on refusal to execute the Transaction with a demand to compensate in full direct damages incurred as the result of such Transaction termination. In that case, Your Firm shall compensate in full such damages that are solely determined by Citibank in manner and within the timelines determined solely by Citibank and specified in a notice. Your Firm consents that Citibank shall have the right to direct debit the amount of such damages from any of Your Firm’s account opened with Citibank. In cases when Citibank is required to direct debit the account in a different currency in which Your Firm's monetary obligations are expressed, or in the absence or insufficiency of funds on the account in the necessary currency, Your Firm authorizes Citibank at its discretion to direct debit from any other account of Your Firm the necessary amounts by its conversion, in the currency of repayment of any amounts due from Your Firm to Citibank, arising under any applicable to Your Firm Terms and/or hereunder this clause, using the exchange rate established by Citibank on the date and at the time of such debiting.”
6. The line 2 in section 6, shall be restated to read as follows: “2) the Confirmation of Instruction was not followed in the manner provided in the applicable to Your Firm Terms, i.e. Citibank has not received in a timely manner either by facsimile, SWIFT message, CitiDirect BE message, paper Confirmation of Transaction based on the Instruction provided in the System as set forth in applicable to Your Firm Terms. Use of facsimile, CitiDirect BE shall be subject to execution of relevant agreements between Your Firm and Citibank.”
7. Section 6 (a) is restated to be read as follows: “Your Firm is acting for its own account and will be liable in full in respect of all Transactions and confirmation of Transactions through the System. All instructions, messages, or other communications (including bids and offers) made through the System associated with Your identity and/or the Security Procedures assigned to You (individually and collectively, the “Instructions”), and such Instructions shall be binding on You and Your Firm; Such Instructions which have

been entered into through the System by you shall be subsequently confirmed in conformity to the applicable to Your Firm Terms as the case may be and You hereby accept the risks associated with the means of communication selected for the use of method of sending such Confirmation;”

8. Section 6 (f) is restated to be read as follows: “(f) Your Firm understands and agrees that (i) any Transaction concluded by means of a recorded telephone conversation is a legally binding transaction as from the date of such conversation or Instruction entered into the System; (ii) the subsequent Confirmation shall be provided in the manner set forth in the terms and conditions of the relevant Terms with shall be treated as a written evidence of the valid and binding agreement under any of the relevant Terms as the case may be.”
9. For the purposes of Kazakhstan Country Annex, section 6 (e) and 16(f) shall not apply.
10. In Section 7 the words “You will at all times keep Citibank and its affiliates indemnified against all claims in relation to taxes” shall be re shall be amended to be read as follows: “Your Firm will at all times keep Citibank and its affiliates compensate any and all claims in relation to taxes. Your Firm is solely responsible for payment of any taxes which may arise in connection with any Transaction.”
11. In Section 12(e), the words “You further agree that Citibank may disclose Confidential Information about You to:” shall be amended to be read as follows: “You further agree that Citibank may disclose Confidential Information which may comprise of bank secrecy information in accordance with the Applicable Laws of Kazakhstan about You including but not limited to:”
12. Section 13 is supplemented with subsection 13(e) to be read as follows: e)Your Firm agrees and confirms that information provided to Citibank due to the banking services provided or to be provided by Citibank may contain personal data of employees of Your Firm and/or other individuals (hereinafter -Subject). By making this information available to Citibank hereby Your Firm provides its consent and confirms that it has the right to collect and process Personal data of the Subject and its cross-border transfer with the right to transfer such rights to the third parties, including the Citibank and its affiliates, each of their appointed agents, financial organizations or another counterparties of Citibank, domestic or foreign state authorities of any other jurisdiction for the purposes specified in this sections 12 and 13 in accordance with Kazakh laws.
13. 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 competent courts of Almaty.”

#### **UKRAINE:**

1. Your Firm’s counterparty to this Agreement is JSC Citibank. All references in this Agreement, including in any Registration Form (as defined below), to Citibank shall be deemed to be to JSC Citibank. The reference to You/Your Firm and Citibank are referred to as the “Parties” and each a “Party”.
2. Within the context of this Agreement the System shall mean CitiFX® Pulse only, and the Transactions that are permissible to be entered via CitiFX® Pulse from time to time. Transactions shall be entered into under the agreement on purchase, sale, exchange and transfer of foreign currency and/or other applicable general terms of FX operations and/or any agreements for the derivatives transactions, including Master Agreement

for Over-the-Counter Derivative Contracts (hereinafter separately or collectively – the “Terms”) enforced by JSC Citibank which shall have prevailing force in case of any controversies between this Agreement and any of the Terms applicable to Your Firm.

3. For the purposes of this Agreement, the Transactions shall mean (i) foreign currency purchase / sell / exchange on spot, and (ii) derivatives transactions under the relevant derivatives transactions agreements, including Master Agreement for Over-the-Counter Derivative Contracts. Derivatives transactions shall be binding on Citibank and Your Firm according to the terms of such derivatives transactions agreements.
4. Sharia Annex shall not apply.
5. You understand and agree that each of the representations made by You in this Agreement is of material significance for Citibank and Citibank relies thereon. In the event that any representation made by You in this Agreement becomes untrue, inaccurate or misleading in any material respect, You shall notify Citibank immediately once You have become aware of such circumstance (with such notice then to be given by You to Citibank in accordance with the first paragraph of Section 16(c) within 3 business days from the date on which You have become aware of such circumstance). Giving such notice by You to Citibank shall not exclude or limit You being liable for misrepresentation.
6. For the purposes of this Agreement, Your Firm is solely transacting as principal, and no Agent-related provisions of the Agreement shall apply.
7. All the references herein to You as an individual shall mean you acting solely and exclusively in your capacity as the representative of Your Firm and you shall not have any personal liability to Citibank under this Agreement. Any provisions of this Agreement on Your obligations, responsibilities, undertakings, warranties or agreements as those of an individual shall also be deemed to be provisions on obligations, responsibilities, undertakings, warranties or agreements of Your Firm to ensure that You as individual will take action or omit action (as applicable) as set out in those provisions.
8. Transactions concluded in order and conditions set out by this Agreement shall be deemed properly agreed and recognized by the Parties.
9. In third paragraph the following wording shall be deleted:

“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.”

and replaced with the following:

“You agree that these terms and conditions comprising of CitiFX Pulse Registration Form, Electronic Access And User Agreement together with the Ukraine Country Annex, the Mobile Terms Annex, and all schedules, disclosures, legends or disclaimers posted on or in connection with the CitiFX Pulse system (hereinafter – the “System”), and the Instructions agreed by Citibank, each of which is incorporated into and made part of this agreement together form integral parts as a single document (hereinafter – the “Agreement”).

The Agreement shall be deemed as accepted by Your Firm in case of its adhesion to the Agreement as a whole by signing the CitiFX Pulse Registration Form in handwriting in paper version or electronically with a qualified electronic signature that expressly provides for Your and Your Firm’s adhesion to the Agreement which constitute the execution of the agreement between JSC Citibank and Your Firm in writing. The date of signing of CitiFX Pulse Registration Form as indicated in such form shall be deemed the date of execution of the Agreement.”

10. In Section 2, the following wording shall be deleted:

“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”).”

and replaced with the following:

“(a) a Security Manager as indicated in the relevant CitiFX Pulse Registration Form or designated by Your Firm’s Security Manager (through creating or modifying user profiles and entitlement rights) as an authorized representative for the purposes of this Agreement; and (b) approved (including by passing identification, verification and screening procedures) by Citibank to use the System (an “Authorized User”).”

The Parties agree that the person who has obtained access to the System via successful authentication or other authorization methods of the System is considered to be an Authorized User, and Your Firm is responsible for their actions in the System.”

11. The license referred to in Section 2 is granted by Citibank to You free of charge.
12. In Section 3, the following wording shall be added after the words “including the passage of the Security procedures established by the Agreement.”:

“By signing the CitiFX Pulse Registration Form you acknowledge and agree that the Security Managers and Authorised Users are authorized by Your Firm to enter into Transactions through the System and JSC Citibank is not responsible in any way for verifying any such authorizations, including against any information contained in Your Firm’s incorporation documents, internal policies and regulations, powers of attorney or any other similar documentation.”

13. In Section 4, paragraph (b) shall be deleted in its entirety.
14. In Section 6, the first paragraph shall be deleted in its entirety and replaced with the following:

“You and Your Firm are responsible for all instructions, messages, and other communications (including bids and offers) made through the System associated with Your identity and/or the Security Procedures assigned to You to be submitted by You and/or Your Firm to Citibank in electronic form signed with a qualified electronic signature, advanced electronic signature, advanced electronic seal and/or simple electronic signature (“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. The Parties unconditionally and without reservation recognize the Instructions signed by You using an advanced electronic signature, and advanced electronic seal or a simple electronic signature in the System, provided that such Instructions are agreed by Citibank in accordance with this Agreement. All Instructions in relation to which Citibank has completed Transactions are deemed agreed by Citibank.

Losses and damages that may be caused to the Parties and third parties in the case of usage an advanced electronic signature or an advanced electronic seal or a simple electronic signature in the System shall be indemnified in accordance with the applicable legislation. At the same time none of the Parties will have any liability for any special or punitive damages, indirect, incidental or consequential losses or damages, or any loss of profit, goodwill or business opportunity, whether or not the relevant loss or damage was foreseeable or contemplated, even if one Party advised the other of the possibility of such loss or damage. Your Firm will indemnify, defend, and hold the Citibank harmless from and against all third party claims, losses, damages, penalties, and costs (including legal fees and expenses) (collectively “Losses”) arising from usage an advanced electronic signature or an advanced electronic seal or a simple electronic signature in the System; provided that the foregoing shall not apply to any Losses to the extent the Losses result directly from the Citibank’s gross negligence, willful misconduct, or fraud. This indemnity shall survive termination of the Agreement and fulfilment of obligations hereunder.

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 Instruction 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 notice reflecting such amendment or variation shall supersede previous conditions and constitute the prevailing record of the binding Transaction. You agree, represent and warrant, as applicable, on a continuing basis that:”

15. In Section 6, paragraph (a) shall be deleted in its entirety and replaced with the following:

“(a) Your Firm is acting for its own account and will be liable as a principal in full in respect of all Transactions through the System. All Instructions made through the System associated with Your identity and/or the Security Procedures assigned to You, shall be binding on You and Your Firm; Your Firm has full power, capacity, authority and legal right to enter into Transactions; the Transactions and/or Instructions

constitute your Firm's legal, valid and binding obligations enforceable in accordance with their terms;"

16. In Section 6, paragraphs (e) and (f) shall be deleted in their entirety.
17. In Section 12(b), the following words shall be added: ", unless otherwise is required by Applicable Law." after the words "and the confidentiality provisions of this Agreement".
18. In Section 12(d), the words "30 days" shall be replaced with the words "3 business days".

The Confidential Information as defined in the section 12 shall for all purposes of the Agreement include, without limitation, any and all information defined as "banking secrecy" pursuant to applicable laws of Ukraine.

19. In Section 12, the following paragraph (l) shall be added:  
  
"(l) The Parties shall ensure protection of bank secrecy which has or will become known to them based on this Agreement and agree to be liable for its unlawful disclosure or use in accordance with the Applicable Laws and concluded agreements."
20. In Section 13, all the references to "to use"/"use" of personal data shall be read as the references to "to process"/"processing" of personal data.

21. In Section 13, the following wording in paragraph (i) shall be deleted:

"Citibank may use"  
and replaced with the following:  
"Citibank may use and otherwise process as it deems appropriate"

22. In Section 13, the following wording in paragraph (ii) shall be deleted:

"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"  
and replaced with the following:  
"Citibank may process any such personal data, in particular, transmit it within the territory of Ukraine and abroad to any of its affiliates, agents, sub-contractors, or third parties in line with applicable laws of Ukraine (including third parties of the kinds identified in the following sub-paragraphs"

23. Section 13 shall be supplemented with a new paragraph (e) that reads as follows:

"(e) The Party sharing personal data to the other Party shall ensure compliance with applicable personal data protection regime."

24. In Section 14, the following wording shall be deleted:

"Should any conflict arise between the English language version of this Agreement and any translation hereof, the English language version shall be controlling."  
and replaced with the following:  
"Should any conflict arise between the English language version of this Agreement and the translation of this Agreement (or a part of this Agreement) into Ukrainian, the Ukrainian language version shall be controlling."

25. In Section 16, paragraph (c) shall be deleted in its entirety and replaced with the following:

"(c) Unless this Agreement expressly provides otherwise, all notices required or permitted hereunder shall be in writing and shall be delivered (i) through any method of communication using an electronic or telecommunications system or network, other than verbal communication between individuals, and including e-mail communication (in such case the notice is treated as received on the date and time when it is sent to the addressee); or (ii) by hand (against receipt), or (iii) by registered or certified mail (in such case the notice is treated as received on the date of receipt defined by the postal service), or (iv) by carrier to the Parties legal addresses, if another address is not defined by either Party for notices delivery (in such case the notice is treated as received on the date of receipt defined by the courier service).

If this Agreement provides for a notice or other communication hereunder to be given by email, such notice or other communication shall be given in accordance with the email details as specified by Your firm in the relevant Registration Form. If this Agreement provides for a notice or other communication hereunder to be given via the System such notice or other communication shall be given in accordance with the Registration Form (User Form) and requirements of the System use.

Communications with Citibank by instant messaging do not under any circumstances constitute effective notice or other communication for any purpose under this Agreement, unless otherwise expressly provided in this Agreement.”

26. In Section 16, paragraph (f) shall be deleted in its entirety and replaced with the following:

“(f) Citibank may provide to Your Firm an offer (including via a link to a new version of this Agreement posted on the website of Citibank) to amend the terms and conditions of the Agreement, save as in relation to any changes re Country Annexes other than Ukraine (in all the other cases the acceptance of Your Firm is not required and the alterations/amendments enter into force without your consent). If Your Firm does not provide to Citibank a written objection regarding amendments proposed by Citibank within 30 (thirty) calendar days from the date of sending of relevant Citibank’s notice, such amendments shall be considered as agreed by Your Firm and will be effective after the expiry of the above-mentioned 30 (thirty) days period. If Citibank receives Your Firm’s written objections within 30 (thirty) calendar days from the date of sending of relevant Citibank’s notice, then Citibank shall have a right to refuse Your future access to the System and/or unilaterally terminate the Agreement, however, the Agreement shall remain applicable and effective to the Transactions based hereon until obligations of the Parties as to such Transactions are fully fulfilled.”.

27. In Section 16, the following paragraph (g) shall be added:

“(g) For the purposes of this Agreement, a “business day” shall mean a day on which commercial banks in Kyiv, Ukraine are open for business.”

28. In Section 17, the following wording shall be deleted:

“This Agreement shall take effect on the date You accept it and”  
and replaced with the following:

“The date of signing by You the CitiFX Pulse Registration Form as indicated in such form shall be deemed the date of execution of the Agreement. Once the CitiFX Pulse Registration Form is signed by You, the previous CitiFX Pulse Registration Form is no longer in effect. Receiving a notice from Your Firm on withdrawal of the CitiFX Pulse Registration Form by Citibank may not affect this Agreement, and this Agreement may be amended or terminated only as set out in this Agreement. This Agreement”

29. In Section 17, paragraph (b) shall be deleted in its entirety and replaced with the following:

“(b) Your Firm commences or have commenced against Your Firm any action for the appointment of a liquidator, insolvency administrator, temporary administration or similar body, or for liquidation (whether under insolvency (bankruptcy) laws or otherwise), implementation of insolvency prevention measures or reorganization or similar procedures, or any of the above is commenced or has been commenced against Your Firm, or”

30. Section 18 shall be deleted in its entirety and replaced with the following:

“18. Governing Law and Jurisdiction. This Agreement is governed by, and shall be construed in accordance with, the laws of Ukraine.

Any dispute, controversy or claim which may arise out of or in connection with this Agreement, or the entering into force, conclusion, alteration, execution, breach, termination or validity hereof, shall be settled by an appropriate court in accordance with the applicable laws of Ukraine.”

## **TURKEY**

1. Your counterparty to the Agreement is Citibank A.Ş. having its registered office at Eski Büyükdere Cad. Tekfen Tower No:209 34394 Levent/ İstanbul and the System is provided to you by that entity. All references herein to Citibank shall be deemed to be made to Citibank A.Ş.
2. For purposes of this Agreement, the System shall mean CitiFX® Pulse only.

1. You and Your Firm represent and undertake that any Transaction entered into by the Agent shall have the same effect as if such Transaction has been entered into by You and/or Your Firm.
2. Under Turkish legislation, only secure electronic signature (provided by a certified service provider (as defined under Law No. 5070) may have the same effect with a manuscript signature. A secure electronic signature is a type of e-signature that is (i) exclusively assigned to the owner of the signature by the electronic certificate service provider, (ii) created via the means of electronic signature creation applications which are under the sole control of the signature owner (iii) enables the identification of the signature owner depending on the qualified electronic certificate; and (iv) enables to detect any subsequent changes to the data it relates to. In this respect, e-signatures, only which clearly fulfil the criteria listed above, shall have the same legal effects and consequences of a manuscript signature. The Agreement shall be executed in written form and the parties shall affix their signatures in manuscript unless the Agreement will be executed by an e-signature satisfying the conditions specified under Law No. 5070.
3. In cases where You are acting as a Turkish entity and your counterparty is Citibank A.Ş., by virtue of Law No. 805, the Agreement shall be executed in Turkish language or in English-Turkish dual column format with the Turkish version to prevail in case of a conflict between Turkish and English versions.
4. The term “Applicable Law” throughout the Agreement shall be construed to refer exclusively to the laws and regulations of the Republic of Turkey, including but not limited to the Decree No. 32 Regarding the Protection of the Value of Turkish Currency (published in the Official Gazette in Turkey on August 11, 1989, No. 20249, as amended from time to time) and the Capital Market Law No: 6362 (published in the Official Gazette in Turkey on December 30, 2012 as amended from time to time) and the Law on Protection of Personal Data numbered 6698 (published in the official Gazette in Turkey on April 7, 2016).
5. If you are located in the Republic of Turkey or are transacting with Citibank A.Ş., then, notwithstanding Section 18, this Agreement shall be governed by, and shall be construed in accordance with the laws of the Republic of Turkey without regard to conflict of law principles. For our benefit, you irrevocably submit to the jurisdiction of Istanbul (Caglayan) Courts and Execution Offices 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.
6. You agree that any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by registered fax or letter provided that notices or communications described in Article 18 of the Turkish Commercial Code (Law No. 6102) (consisting principally of notices of default or termination) shall be made by registered mail, telegram or notary public or email with the registered and certified digital signature.
7. You agree that any communication between You and the corresponding Citibank entity delivered by facsimile shall constitute conclusive legal written evidence between You and Citibank pursuant to the provisions of the first paragraph of Article 193 of the Civil Procedure Code of Turkey (Law No. 6100) for the purpose of any suit, action or proceeding in the Republic of Turkey.
8. You and Your Firm acknowledge and agree that Citibank may accept oral or written Instructions. As per Article 8 of the Communiqué on Documentation and Recordkeeping for Investment Services and Activities and Ancillary Services numbered III-45.1 (“Communiqué”), the Instructions received by Citibank via the System, telephone, facsimile, ATM, internet, or other similar electronic devices without Your manuscript signature would be deemed as oral Instruction and they are equally binding as the written Instructions that of which include Your manuscript signature.
9. Citibank will be entitled to ask for Your written confirmation for any oral Instruction and in such case, You will be obliged to provide such requested written confirmation upon Citibank’s request.
10. All Instructions, which are recorded in accordance with the Capital Market Legislation shall be regarded as evidence under Article 193 of the Civil Procedure Code of Turkey (Law No. 6100) with respect to the relevant Transactions in case of any dispute.
11. Each party to this Agreement will comply with the Law on Protection of Personal Data numbered 6698 in connection with its activities under this Agreement.



12. Section 12 (e) shall be revised as follows:

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, branches, subsidiaries, and agents; 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.

#### **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.

<b>Product: CitiFX Pulse</b>	
<b>Jurisdiction</b>	<b>Citibank entity</b>
Australia	Citibank, N.A. Sydney Branch or Citibank, N.A. London Branch
Bangladesh	Citibank, N.A., Bangladesh
China	Citibank (China) Co., Ltd.
Hong Kong	Citibank, N.A. Hong Kong Branch (organized under the laws of the U.S.A. with limited liability )
India	Citibank, N.A. Mumbai Branch
Indonesia	Citibank, N.A. Jakarta Branch
Japan	Citibank, N.A., Tokyo Branch
Korea	Citibank Korea Inc.
Malaysia	Citibank Berhad (Company No. 297089 M)
Philippines	Citibank, N.A. Philippines Branch
Singapore	Citibank, N.A. Singapore Branch
Sri Lanka	Citibank, N.A., Colombo Branch
Taiwan	Citibank Taiwan Limited
Thailand	Citibank, N.A. Bangkok Branch
Vietnam	Citibank, N.A. Hanoi/Ho Chi Minh Branch

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

**AUSTRALIA:**

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

**BANGLADESH:**

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

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

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

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

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

**CHINA:**

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

1. Section 3 shall be supplemented with the paragraph as follows:

“Your Firm assumes all responsibility for capacity and authority, as well as for the actions of Your Firm’s authorized representatives, including those who have access and/or authorize access to the System, including but not limited to Security Manager(s) and Authorized User(s), and ensures that access to the System is in compliance with applicable Security Procedures, the Agreement and all applicable laws. The Parties agree that the person who has obtained access to the System via successful authentication and identification or other authorization methods provided for the relevant type of services in the System is considered to be an authorized representative of Your Firm, and Your Firm is responsible for the actions of its authorized representatives and any other persons who act on the basis of documents provided by Your Firm to Citibank, including submission of CitiFX Pulse Registration Form in connection to the System as well as for the actions of other persons who, although not duly authorized, do act in such way that their actions and environment imply the presence of the necessary powers, including the passage of the Security Procedures established by this Agreement, including that Your Firm shall be bound by any Transaction executed in the System, even if such Transaction is unauthorized, in breach of tenor limits or other requirements by Your Firm’s policies.”

2. 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.

3. 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.”

4. 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.”

5. 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.
6. 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 Citibank 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 6, "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.

7. When a Transaction is entered into, a desk confirmation (the "Desk Confirmation") substantially in the form of Schedule (Form of Desk Confirmation) with respect to such Transaction will be sent to Your Firm immediately on the same day, and Your Firm shall timely contact Citibank if it has not received the Desk Confirmation. Your Firm hereby agrees that Your Firm is deemed to have agreed to and accepted all contents in the Desk Confirmation, unless it has otherwise notified Citibank in writing of any disagreement that it may have regarding the Desk Confirmation within 1 Beijing business day of the trade day of the Transaction.

**Schedule:**

**Form of Desk Confirmation/前台确认函格式**

#CURRENT\_DATE# (GMT)

DATE / 日期 : #TRANS\_DATE#

TO / 至 : #CUSTOMER\_NAME# ("Customer"或"客户")

FROM / 自: #FROM\_NAME#

**SHOULD YOU HAVE ANY DISAGREEMENT TO ANY CONTENT HEREUNDER, PLEASE REPLY TO US IN WRITING AND CONTACT YOUR SALES CONTACT WITHIN 1 BEIJING BUSINESS DAY UPON OUR SENDING OF THIS LETTER. OTHERWISE, YOU WILL BE DEEMED TO HAVE AGREED TO AND ACCEPTED ALL CONTENTS HEREUNDER.** 如贵方对本函下的内容存在任何异议, 请在收到本函后的一个北京营业日之内书面回复我们并联系贵司的销售联络人。否则, 贵方将被视为已经同意并接受本函下的所有内容。

THE FOLLOWING FX TRANSACTION WAS EXECUTED TODAY BETWEEN YOU AND US:

今天贵方与我行达成了以下外汇交易 :

*[Applicable where the deal is a FX Spot or FX FORWARD/SWAP 外汇即期/远期/掉期交易适用 : ]*

BASE NO. / 基本编号 : #CUSTOMER#

REF / 交易参考号: #DEAL\_NO#

#FROM\_NAME# BUYS / 买入: #BUY\_CCY# #BUY\_AMT#

#FROM\_NAME# SELLS / 卖出: #SELL\_CCY# #SELL\_AMT#

RATE / 汇率: #DEAL\_RATE#

FOR VALUE / 结算日: #BUY\_VAL\_DATE#

*[Applicable where the deal is a FX Swap 外汇掉期交易适用 : ]*

**NEAR LEG – SWAP**

BASE NO. / 基本编号 : #CUSTOMER#

REF / 交易参考号: #DEAL\_NO#

#FROM\_NAME# BUYS / 买入: #BUY\_CCY# #BUY\_AMT#

#FROM\_NAME# SELLS /卖出: #SELL\_CCY# #SELL\_AMT#

RATE / 汇率: #DEAL\_RATE#

FOR VALUE / 结算日: #BUY\_VAL\_DATE#

**FAR LEG – SWAP**

BASE NO. /基本编号: #CUSTOMER#

REF / 交易参考号: #DEAL\_NO#

#FROM\_NAME# BUYS / 买入: #BUY\_CCY# #BUY\_AMT#

#FROM\_NAME# SELLS /卖出: #SELL\_CCY# #SELL\_AMT#

RATE / 汇率: #DEAL\_RATE#

FOR VALUE / 结算日: #BUY\_VAL\_DATE#

**THE FOLLOWING ITEMS WILL APPLY TO ANY FORWARD/SWAP DEALS:**

以下条款将适用于任何远期/掉期交易：

(i) THIS IS NOT THE LEGAL CONFIRMATION BUT ONLY SERVES AS A SUMMARY OF TERMS OF THE TRANSACTION AGREED UPON BETWEEN YOU AND US;

本函仅为概括贵我双方所同意的交易的条款之用途，而非交易确认函；

(ii) SUBSCRIBERS FOR ONLINE OR ELECTRONIC CONFIRMATION CAN VIEW/CONFIRM ANY FORWARD/SWAP DEALS AT

THE RELEVANT ONLINE OR ELECTRONIC PLATFORM WHERE REPRESENTATIONS MADE HEREUNDER SHALL STILL APPLY; AND

已申请在线或电子确认的用户可以通过相关在线或电子平台浏览/确认任何远期/掉期交易，此时本函下所作的声明应仍然适用；及

(iii) FOR NON-SUBSCRIBERS, LEGAL CONFIRMATIONS FOR ANY FORWARD/SWAP DEALS WILL BE SENT TO YOU BY OUR BACK-OFFICE FOR YOUR CONFIRMATION. THE TERMS AND PROVISIONS SET OUT IN SUCH LEGAL CONFIRMATION (ONCE AGREED UPON OR DEEMED AGREED UPON BETWEEN THE PARTIES) WILL AMEND AND SUPERSEDE THIS SUMMARY IN ITS ENTIRETY.

其他用户将收到我行后台就任何远期/掉期交易所寄送的交易确认函以供确认。交易确认函中的条款及规定（一旦被双方同意或视为被双方同意）将完全修改及替代本函所有内容。

Each party represents to the other party on the date on which it enters into the Transaction that:

每一方于达成交易当日向对方做出如下声明：

(a) Binding Effect. It is entering into the Transaction as principal; it has full power, capacity, authority and legal right to enter into the Transaction; and the Transaction constitutes its legal, valid and binding obligations enforceable in accordance with their terms.

约束力。该方代表自身进行交易；其具有完全的权力、资格、授权及法律权利可达成交易；交易构成其合法、有效及有约束力的义务，且可根据其条款予以执行。

(b) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into the Transaction, it being understood that information and explanations related to the terms and conditions of a transaction will not be considered investment advice or a recommendation to enter into that transaction. It has not received from the other party any assurance or guarantee as to the expected results of the Transaction and no communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee.

不依赖。该方为其自身利益行事。该方就进行交易以及交易是否适合已经取得了其认为必需的建议，并做出了自己的独立判断。该方并未将对方的任何通讯往来（书面或口头形式）作为投资建议或对进行交易的推荐，对一项交易的条款和条件的信息及解释不会被视为投资建议或对进行交易的推荐。该方没有从对方收到关于交易预期结果的任何确保或保证，从对方收到的任何通讯往来（书面或口头形式）均不得被视为是任何确保或保证。

(c) Assessment and Understanding. It 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 the Transaction. It is also capable of assuming, and assumes, the risks of the Transaction.

评估及理解。该方有能力评估并有能力理解（通过其自身或通过独立专业意见）交易的条款、条件及各

种风险，该方理解并接受交易的条款、条件及各种风险。该方也有能力承担并将承担交易的各种风险。

(d) Status of Parties. The other party is not acting as a fiduciary for or an adviser to it in respect of the Transaction.

双方的地位。就交易而言，对方并非该方的受托人或顾问。

(e) No Agency. It is entering into the Transaction as principal and not as an agent of any person or entity. 非代理关系。该方代表自身（而非任何其他人士或实体的代理人）达成交易。

(f) Risk Management. The Customer alone represents that the Transaction has been entered into by it for the purpose of managing its borrowings or investments, hedging its underlying assets or liabilities or in connection with its line of business (including financial intermediation services) and not for the purpose of speculation. 风险管理。客户单独声明，其达成交易是为了对其借款或投资进行管理，就其基础资产或负债进行风险对冲或与其业务（包括金融中介服务）相关联，并非为投机之目的。

With respect to the above Transaction, Customer hereby additionally represents and warrants the following (“Customer Representations”):就以上交易，客户额外声明、确认并保证如下（“客户声明”）：

(1) it’s conducted on the basis of our genuine needs, and the underlying assets/liabilities and foreign exchange receipt/disbursement (“Genuine Asset”) with which it’s directly connected are true, legitimate and compliant; 该交易基于客户的真实需求背景，其所直接相关的基础资产/负债、外汇收支（“实需资产”）均是真实的且合法合规；

(2) The purposes and objectives for which Customer conducts the Transaction are: [Genuine Asset hedging and risk management, not for speculation]; 客户进行该等交易的目的/目标为：实需资产的对冲及风险管理，而非投机]；

(3) Customer doesn’t have any unsettled derivative transaction exposure linked to the Genuine Asset. The Transaction is appropriate and suitable, and is on the basis of genuine needs and in line with internal risk management and authorization rules of Customer; 客户不存在与实需资产相关的尚未结清的衍生产品交易敞口。该等交易是合适、恰当的，且符合客户的真实需求以及其内部风险管理以及授权制度；

(4) The Transaction is compliant in all respects with all internal and external policies, regulations and supervisory requirements applicable to Customer; 交易在各方面都是合规的，符合适用客户的所有内部及外部的政策、法规及监管规定；

(5) Persons who have entered into or have signed any documents relating to such Transaction have been duly authorized by Customer, and the Transaction is legally binding on Customer; 代表客户达成交易或签署交易所相关的所有文件的人员均被客户完全有效地授权，交易对客户具有法律约束力；

(6) Citi has provided written materials of introduction of such Transaction and risks disclosure; 花旗已经提供了该等交易的书面介绍资料及风险揭示；

(7) Customer has independently conducted a thorough analysis on the economic, legal, tax, accounting and all respects risks with respect to such Transaction, Customer has fully understood and accept all provisions and risks of such Transaction and it has sufficient ability to suffer the burden of the worst scenario of such transactions. Further, such Transaction meets the purposes and objectives of Customer as set above. 客户已经独立地对该交易的经济、法律、税务、会计以及各方面的风险进行了全面分析，客户已经完全理解并接受该等交易的所有条款及风险，且对于该等交易的最差可能情况具备且将具备足够的承受能力。且该等交易符合并将符合客户以上所述的目的及目标。

THANK YOU FOR USING CITIFX PULSE.

感谢您使用花旗银行外汇交易平台。

REGARDS,

顺颂商祺，

#FROM\_NAME#

## 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.

2. By utilizing CitiFX Pulse, You agree and confirm that (i) You have sufficient technology knowledge and experience; and (ii) You are capable of transacting via online electronic platforms.

## 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 (including any information from any credit bureau), this Agreement, the Transactions and the Confirmation,
  - (i) to and between that other party’s head or home office, branches, affiliates and the other party’s and its Affiliates’ respective 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 pursuant to legal process (including disclosure to courts and tribunals) or pursuant to any 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 [https://www.citigroup.com/citi/about/countries-and-jurisdictions/data/PDPA\\_for%20TTS\\_customers\\_from\\_Citis\\_website.pdf?ieNocache=985](https://www.citigroup.com/citi/about/countries-and-jurisdictions/data/PDPA_for%20TTS_customers_from_Citis_website.pdf?ieNocache=985) (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:-

"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 person's officers, directors, employees, agents, representatives, professional advisers and Third Party Service Providers;

"Requirement" means any Applicable Law, or applicable regulation, or request or requirement or decree 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);

"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, call centre service providers and credit reporting agencies.

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:**

1. If You are transacting through the CitiFX Pulse product, Your counterparty is Citibank N.A, Ha Noi Branch and/ or Ho Chi Minh City Branch subject to the specific context (collectively and individually referred to as "Citibank Vietnam"). All references herein to Citibank shall be deemed to be to Citibank Vietnam thereby.
2. 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.
3. 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."
4. Section 16 shall be amended by adding a new subsection (g) as follows:  
  
"(g) For the purposes of this Agreement, a "Business day" shall mean a day on which commercial banks in Vietnam are open for business."
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 does not guarantee the execution of any Transactions requested through the FX Scheduler.

5.1 If You or Your Authorized Users opt to use FX Scheduler, in addition to complying with the requirements of Section “6. Instructions and Transactions”, You expressly agree to grant Citibank all powers and authorization to enter into each Transaction on your behalf and to accept the applicable Market Rate that will be provided for in the FX Agreement after the execution of the respective Operation of the System.

5.2 For the purposes of Point 5.1 above, “Market Rate” means, for the execution of the Transaction through the FX Scheduler, the market and/or benchmark exchange rate, as applicable, charged by Citibank when executing foreign exchange transactions for the purchase and sale of foreign currencies, the rate of which shall be indicated only after the execution of the FX Transaction in the FX Agreement.

6. You have the legal capacity, power and authority to enter into and perform Your obligations under this Agreement and this Agreement is Your legal, valid, binding and enforceable obligation. The individual signing this Agreement on your behalf has sufficient powers and authority to bind You as per the terms of this Agreement, pursuant to a power of attorney for acts of administration, which powers and authority have not been limited, revoked or modified in any manner whatsoever as of the date hereof. Any and all individuals designated by You to execute transactions under this Agreement on Your behalf shall be appointed by a duly authorized representative with the authority to delegate and substitute his/her powers (in favour of such authorized individuals. You shall give prompt notice to Citibank, but in any case no later than 2 (two) business days prior to the effectiveness of the revocation or substitution of any authorized individual to execute transactions on Your behalf under this Agreement. Neither Citibank nor any of its affiliates or subsidiaries shall have any liability for transactions executed by any authorized individual for which a revocation or substitution notice has not been given by You to Citibank.
7. You shall comply with the Security Procedures described in Section 3 of the Agreement and agree to take every precaution to ensure the safety, security and integrity of the Transactions when using the System.
8. For all applicable legal purposes, this Agreement constitutes a master agreement provided under the applicable regulation issued local authority(ies) of Vietnam (as amended from time to time) for the execution of foreign exchange transactions through the System; provided that, to the extent that the System is not available for the execution of particular Transactions for any reason whatsoever, You agree that such Transactions may also be executed through other means that allow You and Citibank to agree to the terms of those Transactions.
9. You hereby grant your express consent to Citibank to transfer any information transmitted through the System to any of its subsidiaries and/or affiliates under a confidential basis, for the purposes of enabling Citibank to comply with its obligations hereunder or any other purposes authorized by You under any other means.
10. You hereby grant Your express consent to Citibank to terminate or suspend any Transaction through the System, if Citibank has sufficient elements to presume any improper activity or misuse of the Security Procedures or any mistake, error or inaccuracy in any instruction given by You to Citibank.
11. You hereby grant Your express consent to Citibank to debit from Your Account any funds received through the System, whenever as a result of the investigations and consultations referred to in the paragraph immediately above, Citibank receives evidence that the Account was opened with false information or documents, or that such funds were obtained as a result of a misuse of the Security Procedures.
12. You hereby grant Your express consent to Citibank to debit from Your Account any funds received through the System, whenever Citibank identifies that such funds were credited to Your Account as a result of a Citibank’s error.
13. Section 18 shall be deleted in its entirety and revised as follows:

"18. Governing Law and Dispute Resolution. This Agreement is governed by, and shall be construed in accordance with, the laws of the Vietnam. Any dispute, controversy or claim which may arise out of or in connection with this Agreement, or the entering into force, conclusion, alteration, execution, breach, termination or validity hereof, shall be settled by competent court of Vietnam."

14. These Agreement and Annexes are accepted by the Parties in the terms set forth herein in both languages, Vietnam and English. In the event of inconsistency, the English version shall prevail.

**CENTRAL AMERICA AND CARRIBEAN COUNTRIES:**

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

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



## **HONDURAS**

You expressly recognizes the legal effects, validity and probative force of: (i) the use of electronic media and in its case of the CITIFX Pulse technology platform, to generate, send, receive, archive or process in some other way the information related to the operations contemplated here; (ii) the certifications that may be issued by the bank's feeders (s) to certify the authorizations and operations carried out by electronic means; and (iii) the electronic signature that is used in this same act as an integral part of the data message or logically associated with it, understanding that the use of the same in this document will have the same legal effect, validity and applicability as of A firm executed in a manuscript manner. Therefore, You agree to be bound by this document, without any objection, also renouncing in this act to all repudiation on his part about the validity and integrity of the documents to be signed by electronic signature and/or on the validity of the identification of the signatories

### **FX Scheduler:**

1. FX Scheduler is the content of the system available on the CITIFX Pulse platform for convenience that allows the programming of foreign currency exchange transactions and will be used under its own risk. Citibank does not guarantee the execution of any transaction requested through FX Scheduler.
2. If you or your authorized users choose to use FX Scheduler, in addition to meeting the requirements of section "6. Instructions and transactions" You expressly agree to grant Citibank all the faculties and authorizations to make each transaction in your name and accept the applicable market rate. For the purposes of this "market rate" section, the reference change rate in Honduras will mean, the weighted average closure exchange rate of the day of the interbank market of currencies of Honduras. Likewise, you recognize and accept that the market rate can vary and that you or your authorized users are obliged to be aware of the averages of the reference exchange rate that are handled in the interbank market for foreign exchange of Honduras and with said knowledge agree to program the transactions that will be part of the FX Scheduler; You therefore assume the risk of the variations that the market rate can have on the dates on which foreign currency transactions are executed for the purchase and sale of foreign currencies, whose rate will be indicated only after the execution of the Foreign currency exchange transaction.
3. You will not make a binding transaction with Citibank until Citibank transmits to you a confirmation of acceptance of said transaction, including the applied exchange rate.

## **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.

## **DOMINICAN REPUBLIC**

**Debit and Credited Authorization.** You expressly authorize Citibank, N.A. Dominican Republic to instruct Citibank N.A, New York branch and Citibank, N.A., London branch to debit Your account(s) in Citibank N.A, New York branch and Citibank, N.A., London branch for the amounts due for payment under the CitiFX® Pulse or any other Electronic or Transactions channel, carried out and closed by one of Your users or authorized personnel under any of those channels. Likewise, You expressly authorize that these correspondent debits are to be credited to authorize Citibank, N.A. Dominican Republic as part of the foreign exchange settlement process for any amounts due and payable by You to authorize Citibank, N.A. Dominican Republic.

In accordance with the applicable Dominican Republic legislation and the provisions of Law No. 126-02 on Electronic Commerce, Documents and Digital Signatures, Decree 335-03 that approves the Regulations for the Application of Law No. 126-02 and Resolution No. 71-19 issued by the Board of Directors of the Dominican Telecommunications Institute (INDOTEL), the parties agree that the use of electronic and digital signatures in this document and its annexes (a) will have the same legal validity as written documents and the same enforceability as a manually executed signatures, (b) will be considered as suitable means to be declarations of will attributable to the valid parties to express consent on their behalf, and (c) will be valid and binding for the parties."

## **COLOMBIA**

1. Within the context of the Agreement:
  - 1.1 The System shall mean CitiFX® Pulse only.
  - 1.2 CitiFX® Pulse could include Post Trade services. The Terms and Condition applicable to Post Trade services are those defined on Part II Post Trade Services Terms and Conditions.
  - 1.3 This Agreement among other matters establish the terms and conditions through which You and CITIBANK-COLOMBIA exchange Data Messages (Mensaje de Datos) as stated in Law 527,1999 and Decree 2364, 2012 and other regulations that may modify or complete them. For the purposes of this Agreement "Data Messages/Mensajes de Datos" is the information generated, sent, received, stored or communicated by electronic, optical or similar means, such as, among others, Electronic Data Interchange (EDI), Internet, e-mail, the telegram, telex or telefax, and which in turn have the same efficiency and are considered equivalent to documents recorded on paper.
  - 1.4 The acceptance of any Transaction through CitiFX® Pulse which could include Post Trade Services will be consider a Data Message/Mensaje de Datos, therefore You understand and accept the Transaction is binding and constitutes valid proof of said Transaction as stated in Colombian applicable law.

- 1.5 The Transactions shall mean (i) foreign exchange spot transactions ("FX Transactions"); (ii) forward, swaps options and/or any other derivatives transaction ("Derivatives Transactions").
  - 1.6 Derivatives Transactions shall be entered into under the terms of the Derivative Master Agreement and the respective Confirmation governing such transaction.
  - 1.7 CITIBANK-COLOMBIA shall allow You to access CitiFX® Pulse only, to request exchange rates quotations in real time and negotiate, purchase or sale foreign currencies to CITIBANK-COLOMBIA. The parties may previously agree in writing the use of the CitiFX® Pulse to carry out additional operations to those hereby described. CITIBANK-COLOMBIA may modify at its discretion the electronic address of the CitiFX® Pulse at any time during the validity of these Annexed and Agreement. In this case, CITIBANK-COLOMBIA shall notify You on this matter to You email address indicated in the application of user profile assignment to enter the CitiFX® Pulse, prior to the exchange effective date.
  - 1.8 Through the CitiFX® Pulse You shall have available options such as type of currency, amount, type of operation, time and exchange rates, to use such information to purchase and/or sale foreign currency. You may request quotations, depending on the type of operation, as many times it deems necessary. Once You enters to the system the option "buy" or "sell", as the case may be, the system shall display on the screen, an announcement asking the You to confirm the respective operation within a period determined by the same system. If You confirms the relevant transaction, within the time set by the system, the purchase or sale of foreign exchange, as applicable, shall be deemed executed between You and CITIBANK-COLOMBIA.
  - 1.9 All obligations of CITIBANK-COLOMBIA under this Agreement shall be paid by CITIBANK-COLOMBIA, subject to the laws and jurisdiction of the Republic of Colombia. CITIBANK-COLOMBIA shall be released from any failure in the performance of the obligation arising from the Agreement, when this breach arise as a consequence of restrictions imposed regarding the transfer and conversion of the agreed currency, confiscation or expropriation, acts of war, civil, disturbance, actions of state or similar entities, or any other reason of force majeure or any circumstances beyond its control and in none of these events shall be responsible the head office, branch or affiliate company, or related to Citibank N.A. On the event that Colombia has two or more legal currencies by time of making any payment made, CITIBANK-COLOMBIA shall choose the currency in which payment must be made.
2. If the System is made available to You by CITIBANK-COLOMBIA then the Sharia and Mobile Terms Annexes shall not be effective to You.
  3. Except as otherwise provided and authorized, CITIBANK-COLOMBIA makes the System available in Colombia. If you are located in Colombia or are transacting with CITIBANK-COLOMBIA, then, notwithstanding Section 18, this Agreement shall be governed by, and shall be construed in accordance Colombia laws. You and CITIBANK-COLOMBIA irrevocably submit to Colombian law and jurisdiction.
  4. As defined on Section 5 of the Agreement, in the event of a conflict between the terms of this Annex and this Agreement the terms of this Annex will prevail.
  5. Notwithstanding Section 4, the following rules will apply to CitiFX® Pulse service:
    - 5.1 By using the Password provided by CITIBANK-COLOMBIA, You declare to know and accept the conditions and terms of this Agreement and its Annexes. Furthermore, You declare and assert that the application of user profile assignment to enter the CitiFX® Pulse signed by a Legal Representative is full evidence of its willingness to use the Service and acceptance of this Agreement and its Annexes.
    - 5.2 In order to have access to the CitiFX® Pulse service, prior You duly subscribed application for a profile creation and access, defined by CITIBANK-COLOMBIA, the Bank shall deliver to You a User Name and Password, which shall have as purpose to serve as a checking tool of the origin of the communications, as well as for authenticating the individual entering the information or making the corresponding transaction.
    - 5.3 You acknowledges that use of the User Name and Password is highly confidential. Consequently You shall make and order to the persons authorized, having access to the name and password, to use them and keep them with utmost precaution and shall immediately notify CITIBANK-COLOMBIA at the moment it discovers or has reasons to suspect that any of the above has been or can be disclosed to third parties or otherwise be affected.
  6. Notwithstanding Section 6, the following rules will apply to CitiFX® Pulse service
    - 6.1 Each time the User and Password are used, it shall be understood that the instruction given or the operations performed were given or performed directly by You, thus keeping CITIBANK-COLOMBIA released from any

liability thereof, except for the events where You had notified CITIBANK-COLOMBIA prior to the transaction completion, about disclosing the password to third parties; such notification shall be made in accordance with literal c) Section 16 of the Agreement as modified in this Annexed in section 13, or shall send an email to the address [ecommerce.colombia@citi.com](mailto:ecommerce.colombia@citi.com), from an email address whose domain corresponds to any of the registered corporate mails in any of the profiles previously signed by legal representative, indicating the Username to be annulled. On the event that the user annulment is made by the above mentioned email request, You must formalize such request in accordance with Section 16 of the Agreement as modified in this Annexed in section 13.

6.2 You shall allow the access to CitiFX® Pulse, as well as the signature of the required documents for the transactions, to the persons who are authorized for these effects, understanding that all the operations concluded by You through CitiFX® Pulse and using the User Name and Password are carried out by You through the persons expressly authorized for this purpose. Any operation executed through CitiFX® Pulse using the relevant User Name and Password for accessing, even conducted by a person without Your authorization for this purpose, or beyond the authorities, shall be fully binding for all the effects of Your responsibility, except for the events where You had notified CITIBANK-COLOMBIA prior to the transaction closing, about disclosing the password to third parties.

7. You represents that the transactions concluded through CitiFX® Pulse are conducted in compliance with the limitations or requirements of the bylaws and any other corporate documents, specifically with respect to the authorities and limits of amount for the persons authorized using a User Name and Password as well as any person who sign documentations required. Once concluded the foreign currency purchase and sale operation, You further undertakes all other legal and contractual applicable obligations:

7.1 To provide CITIBANK-COLOMBIA the currency according to the type of transaction carried out between the Parties. As long as the operations are carried out through CitiFX® Pulse, they have the character of “Delivery vs. Payment” or “DVP” (payment on delivery), there for at the moment of carrying out the negotiation, You shall have the amount in pesos, the amount in dollars or the amount in other foreign currency.

7.2 Deliver to CITIBANK-COLOMBIA at its entire satisfaction, at the latest by two thirty in the afternoon (2:30 PM) of the day of executing the negotiation through the CitiFX® Pulse the following documents requested by CITIBANK-COLOMBIA for this kind of transactions:

7.2.1 the exchange forms duly filled out and signed by You (if related to transactions that require exchange statement according to the applicable regulation, the processing is responsibility of You),

7.2.2 the signed instructions by an authorized person to withdraw on any of Your account in CITIBANK-COLOMBIA, whereby You confirms that an operation of buying or selling of foreign currencies has been carried out, the currency, the amount, the time, the rate, the date and Your identification account which shall be debited or credited as the case may be, as well as any other document determined by CITIBANK-COLOMBIA for this, according to the national regulation for this matter, CITIBANK-COLOMBIA will grant a reasonable time to You to complete and submit the above documents, without disregarding in any way the time set by the regulations for the processing of exchange transactions.

The instructions for withdrawing on the account may not contain the above mentioned confirmation, when such confirmation was previously done by You in a separate document or through any other confirmation mechanism that CITIBANK-COLOMBIA made available to You. The instructions must be remitted at the latest the day of the transaction completion.

7.3 In the event You perform forward transactions or Derivatives Transactions which underlying asset is in foreign currency, the framework agreement of financial derivatives required by the Colombian regulations must be duly executed and regularized. The execution of Derivative Transactions will be subject to the terms and conditions agreed in the Contrato Marco (Local Master Agreement).

7.4 The lack of availability of resources by You at the date of completion of the transaction, failure to send the documents and/or confirmation required by CITIBANK-COLOMBIA to comply with the relevant purchase and/or sale transaction within the schedules hereby set forth, and if the required documentation does not arrive complete, or being complete is not processed or signed, constitute a breach of the operation by the You.

7.5 In the case You non compliance and if the credit conditions allows it, the transaction can be fulfilled on the business day following the day in which it should have been performed, with the additional costs it may cause. In the event it is not possible to carry out the transaction as described, the unfulfilled transaction shall be undone at the market prices with the implications there may be to the PARTIES here to, according to the applicable standards in such moment.

8. CITIBANK-COLOMBIA shall ensure that the CitiFX® Pulse services is available for You five (5) hours a day (from 8:00a.m. to 1:00p.m.) on business days to carry out foreign currency transactions, and until 4:00 p.m. to carry out T1 to T3 transactions depending upon the market conditions, as long as You complies with the requirements of CITIBANK-COLOMBIA to carry out such Transaction. CITIBANK-COLOMBIA shall process and record the transactions executed by You through CitiFX® Pulse service on the same day of the transaction if executed before 1:00 pm and You obligations herein contained are fulfilled. In any case, the PARTIES expressly agree that the schedules for the provision of the foreign currency purchase and sale service are monitored every day by the system, and eventually may not match with the schedules set forth in this Agreement, in which case, schedules set forth by the market, shall prevail.
9. You accept to know that CITIBANK-COLOMBIA does its best for CitiFX® Pulse to be available for the You during these schedules. In any case, You accept to know that on the event that the system is not available, for any reason, CITIBANK-COLOMBIA provides alternate or contingency channels for You to carry out foreign currency negotiation or do transaction confirmations. For the purpose of negotiation, You can communicate with its Trader in CITIBANK'S securities desk and for the purpose of confirmation, it can file the original letter of instructions and/or the exchange statement and/or the supporting documents, as the case may be, according to the transaction type, in any CITIBANK-COLOMBIA office.
10. Use and operation of the CitiFX® Pulse service shall have no cost for You. If CITIBANK-COLOMBIA decides to charge a rate for such service must inform in writing to You prior to the effective date in which the rate is intended to be charged. Such notice shall be sent to the email address (e-mail) registered by You. In the event that You disagrees with the rate, You must express it to CITIBANK-COLOMBIA within 5 business days upon receipt of the information notifying the rate, and for such claim the You must file in CITIBANK-COLOMBIA'S offices the corresponding profile(s) for the cancelation or annulment of the user
11. Section 12. Confidentiality and Use of Data to be added with section e) as follows:
  - e) You agree to deliver at CITIBANK-COLOMBIA request a copy of the personal data authorization consent referred in section b) of You, Your Firm's employees or other individuals or legal entity.
12. Section 15 is deleted in its entirety and the following paragraph shall be inserted in substitution thereof:

“15. Sanctions. In addition to the rights of the CITIBANK-COLOMBIA as provided in account opening documents, CITIBANK-COLOMBIA may reject any Transaction requested by You when the originators and/or beneficiaries of such Transaction are included in the (i) 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)”
13. Section 16. Miscellaneous to be modified replacing section c) and adding section (g) as follows:
  - (c) Any notice that must be notified to You, on occasion of this Agreement, must be sent to the e-mail address provided by You in the application for user profile allocation to enter the System (CitiFX® Pulse) When You intend to create, modify or annul the information included on the profiles, You shall request it by sending the forms set for this purpose to the email address [ecommerce.colombia@citi.com](mailto:ecommerce.colombia@citi.com). Such format shall be delivered at any office of CITIBANK-COLOMBIA in Colombia. Any other communication regarding the terms of this Agreement may be sent to the same email address above mentioned.
  - (g) The Bank Account Terms and Conditions of CITIBANK-COLOMBIA and/or other applicable general terms of Transactions enforced by CITIBANK-COLOMBIA shall operate as an integral part of the Agreement in part not contradicting to the Agreement.”

- 14. Benchmark Module:** If You use benchmark transactions in FX Pulse's Benchmark Module You accept and acknowledges that the transaction showed in the platform is in a pre-accepted status, therefore the transaction will be only valid and binding when You receive an acceptance confirmation sent via email by Citibank Colombia. Without the receipt of such email confirmation, the transaction has not occurred hence not valid and binding to You or CITIBANK COLOMBIA.
- 15. Debit and Credited Authorization.** You expressly authorize CITIBANK-COLOMBIA to instruct CITIBANK N.A (New York) and Citibank London to debit Your account(s) in Citibank, N.A. ( New York) and Citibank London for the amounts due for payment under the CitiFX® Pulse or any other Electronic or Transactions channel, carried out and closed by one of Your users or authorized personnel under any of those channels. Likewise, You expressly authorize that these correspondent debits are to be credited to CITIBANK-COLOMBIA as part of the foreign exchange settlement process for any amounts due and payable by You to CITIBANK-COLOMBIA.

## **Part II. Post Trade Terms and Conditions.**

You states through its representatives that: i) accepts to have known and accepted the conditions set in POST TRADE profile (ii) has a User Name and a Password for the access to POST TRADE, and all other representations contained on the first clause of these Part of this Annexed, as well as all other representations defining and applicable to the use of the PORTAL.

- 16. FOREIGN CURRENCY PURCHASE AND SALE TRANSACTIONS ELECTRONIC CONFIRMATION:** Under these regulations CITIBANK-COLOMBIA shall allow the access to the PORTAL, for You to electronically confirm the buying and selling of foreign currencies (hereinafter "the Transaction(s)") previously made between YOU and CITIBANK-COLOMBIA, agreed by telephone or by any suitable means agreed by the PARTIES, provided that these are performed only under the SPOT and Forward Delivery and No Delivery mode subject to the amount and tenor limitations stated in Annex 5 of the Contrato Marco Local (Local Master Agreement).
- 17.** Under these Annex CITIBANK-COLOMBIA shall allow the access to the PORTAL, for You to electronically confirm the terms and conditions of the foreign currency transactions, agreed by telephone or by any suitable means agreed by the PARTIES.
- 18. PROCEDURE FOR THE ELECTRONIC CONFIRMATION OF FOREIGN CURRENCY PURCHASE AND SALE TRANSACTIONS:** The PARTIES expressly agree that, after You enters into the transaction with CITIBANK-COLOMBIA, if the transaction is going to be electronically confirmed by the system set forth in Section 5 of this Annex, CITIBANK-COLOMBIA shall enter to the PORTAL the information at the latest on the same day of the transaction execution. The information entered by CITIBANK-COLOMBIA comprises, with no limitation, the amount of the traded foreign currency, definition of the transaction as purchase and sale of the foreign currency depending on the role of the parties, buyer or seller, type of currency, rate under which the transaction is carried out, as well as any other data determined by CITIBANK-COLOMBIA, hereinafter the "Information"

You shall enter the PORTAL the same day in which the operation has been concluded in order to check if the information entered by CITIBANK-COLOMBIA corresponds to the terms and conditions under which the negotiation took place, and shall confirm, if applicable, the negotiation. You shall carry out this confirmation pursuant to the procedures and use instructions that CITIBANK-COLOMBIA has previously informed to You through CITIBANK-COLOMBIA supporting teams. This confirmation is understood as the acceptance by You of all information entered by CITIBANK-COLOMBIA in the PORTAL related to the Transaction. You accept and acknowledge that in the process of confirming a Derivative Transaction CITIBANK COLOMBIA is acting as Part A and You as Part B as it is established in the Contrato Marco Local (Local Master Agreement), for instance, If Part B is Buying USD and Selling COP Part A is Selling USD and Buying COP.

Furthermore, You shall electronically send through the PORTAL or via fax to CITIBANK-COLOMBIA the information of the minimum data of the exchange statement, as well as any other information or documents that CITIBANK-COLOMBIA and/or the law require for conducting the Transactions.

You acknowledges, accepts and agrees that the attached documents in the system provide accurate and complete information, which must be submitted to Banco de la República and the entities in charge of control and monitoring of compliance of the exchange system that requires them. Such information is solely responsibility of You and the approving users.

If You disagrees with the information of the Transaction displayed on the PORTAL, shall request in writing to CITIBANK-COLOMBIA its modification and/or correction as applicable, on the same day in which the negotiation has been concluded. CITIBANK-COLOMBIA shall proceed to carry out the relevant corrections and/or modifications of the information regarding the Transaction, disclosed in the PORTAL, whenever it is considered in its opinion that the request of correction and/or modification requested by You are appropriate. In this case, once CITIBANK-COLOMBIA has made the changes of the information of the negotiation in the PORTAL, You shall enter to the PORTAL, on the same day the changes were made, to confirm the Transaction. If You are confirming a forward transaction or Derivatives Transactions the confirmation process is also subject to the tenors agreed in the Contrato Marco Local (Local Master Agreement)

In the case of disagreement between the PARTIES regarding this agreement, the PARTIES shall seek in good faith a direct settlement before proceeding to the arbitration procedure herein provided. In consequence, if any dispute arises, either Party shall notify the other Party of the existence of such dispute and a direct settlement stage shall arise from the business day following the notification. This direct settlement stage shall conclude with the solution directly agreed upon the PARTIES, or within fifteen (15) calendar days following the date of its start without reaching such solution.

In this case, either party can initiate the institutional arbitration. The corresponding difference, dispute or controversy shall be subject to the definitive and binding decision of an Arbitration Tribunal, integrated by one (1) arbitrator appointed by the Arbitration and Conciliation Center of the Chamber of Commerce of Bogotá. The Court shall decide at Law, apply the Colombian law, shall be held in the city of Bogotá and will be governed by the operating standards of such Center.

Paragraph: The Arbitration Clause shall exclude those matters that may or must be processed under the executive proceeding and those that the law expressly states.

These Agreement and Annexes are accepted by the Parties in the terms set forth herein in both languages, Spanish and English. In the event of inconsistency the Spanish version shall prevail.

#### **COSTA RICA:**

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

#### **ECUADOR:**

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

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

#### **PERU:**

If you are located in Peru or are transacting with Citibank del Peru S.A. then:

1. The System is made available and provided to you in the Republic of Peru ("Peru") by Citibank del Peru S.A., a banking corporation organized and existing under the laws of Peru. Therefore, all references to "Citibank" and/or to "Citibank N.A." within this Agreement shall be interpreted to refer to Citibank del Peru S.A.
2. The transactions and instructions executed through the System correspond to transactions executed with Citibank del Peru S.A. in Lima, Peru.
3. You accept that the records and electronic files related to the transactions executed through the System will constitute full and sufficient evidence of any transaction or instruction carried out or conducted in accordance with the System and the procedures referred to in this Agreement, including payments or transfers to third parties, held or instructed through the System.
4. All obligations which correspond to Citibank del Peru S.A. derived from this Agreement will be payable solely by Citibank del Peru S.A., subject to the laws and jurisdiction of Peru. Citibank del Peru S.A. shall be exonerated, from the date of occurrence of one of the following situations and up to its cessation, of any failure to comply with the obligations arising from this Agreement, when this failure occurs as a result of restrictions imposed in relation to transfers or conversion of the agreed currency, confiscations or expropriations, acts of war, civil disturbances, actions of governmental entities or similar or any other reason of force majeure or any other circumstance beyond its control. In addition, Citibank del Peru S.A.'s shareholders or any of its branches, offices, affiliates or related entities will not be held liable for any of the aforementioned obligations.
5. Notwithstanding the provisions of section 18, this Agreement shall be governed by, and shall be construed in accordance with, the laws of Peru, without regard to principles of conflicts of laws thereof. Any action or proceeding arising out of or relating to the Agreement or the transactions or other activities contemplated by this Agreement, shall be brought only before the courts and tribunals of the judicial district of Lima – Cercado, Peru. The parties irrevocably and unconditionally submit to the jurisdiction of such courts in any such legal action kind, and agree that all claims in connection with such proceedings shall be known and determined in such courts. The parties irrevocably and unconditionally waive any objection they may have in this or later as the venue of any such court action filed before that such court or that such court is the appropriate forum.
6. The term "Applicable Law" shall be construed to refer exclusively to the laws and regulations of Peru, and only the laws and regulations of Peru shall apply to this Agreement.

#### **El Salvador**

When permitted by applicable legislation, signatures may be included in electronic form, in which case they will have the same validity as an original signature and will be enforceable for all parties. You and Citibank grant, full validity of the documents and electronic signatures, except for specific prohibition.

#### **Guatemala**

When permitted by applicable legislation, signatures may be included in electronic form, in which case they will have the same validity as an original signature and will be enforceable for all parties. You and Citibank grant, full validity of the documents and electronic signatures, except for specific prohibition.

#### **OTHER JURISDICTIONS AND COUNTERPARTIES:**



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

## **SHARIA Annex:**

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

1. 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.”

## Mobile Terms Annex

This Annex shall be applicable to You and Your Firm with respect to Your use of mobile trading functionality (“**Mobile FX**”) as 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;  
and
- (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 Citibank 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.**

