

TERMS OF USE

Important Legal Information

Crédit Agricole Corporate and Investment Bank (**CA-CIB** or **Crédit Agricole CIB**) is a joint stock corporation (French “société anonyme”) having a capital of EUR7,851,636,342 and incorporated in France (under SIREN number 304187701 at the Registre du Commerce et des Sociétés of Nanterre) with its registered address at 12, Place des Etats-Unis, CS 70052, 92547 Montrouge Cedex, France. Crédit Agricole CIB is a French credit institution authorised by the Autorité de Contrôle Prudentiel et de Résolution (**ACPR**) and supervised by the European Central Bank (**ECB**), the ACPR and the Autorité des Marchés Financiers (**AMF**) in France. Crédit Agricole CIB’s France VAT number is FR163 041 877 01.

The services and information available on this site may be provided by Crédit Agricole CIB in conjunction with any of its branches or affiliates. In relation to any services or information provided via this site by the London branch of Crédit Agricole CIB, Crédit Agricole CIB is subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. The Financial Conduct Authority and Prudential Regulation Authority registration number of Crédit Agricole CIB is 124344. Details about the extent of Crédit Agricole CIB’s regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available from the London branch of Crédit Agricole CIB on request. Crédit Agricole CIB’s London branch registration number is BR001975 and its registered branch office is located at Broadwalk House, 5 Appold Street, London, EC2A 2DA. Crédit Agricole CIB’s United Kingdom VAT number is GB447259917.

This website host is Crédit Agricole CIB 83 bd de Chénes – 78280 Guyancourt, France. Crédit Agricole CIB can be contacted at jetstream@ca-cib.com.

The Services

The services offered by this site are available only to those existing clients of Crédit Agricole CIB which it has categorised as professional clients or eligible counterparties as defined by the Directive 2014/65/EU MiFID II Directive (“**MiFID II**”). Accordingly, no other person may access the site or use its services. If you are in any doubt about the services offered on this site you should seek your own independent financial advice immediately from an appropriately qualified person or other appropriate regulatory body who specialises in advising on dealing and arranging deals in securities, derivatives and any other instruments available through (or in respect of which any information appears) on this site. The materials made available on this site may not be suitable for retail customers and should not be passed on to any such person. You acknowledge that in connection with the services offered by this site, CA-CIB will carry out appropriateness tests in accordance with the MiFID II requirements (as applicable). Nothing on this site constitutes financial, investment, tax, legal, regulatory or other advice by Crédit Agricole CIB or any of its affiliates. This site has not been reviewed, authorised or otherwise approved by the ACPR, ECB, AMF, Financial Conduct Authority, Prudential Regulation Authority or any other regulatory body.

1. Parties

(a) References to “the **Organisation**” in these Terms (defined below) are to the legal entity which CA-CIB permits to access and use the System (defined in Clause 3 below).

(b) References to “the **User**” in these Terms are to the Organisation and to the individual logging on to the System using the Access Methods (defined in Clause 5 below) of an Authorised Individual (defined in Clause 5 below).

(c) References to “**CA-CIB**” or “**Crédit Agricole CIB**” in these Terms are to Crédit Agricole Corporate and Investment Bank, a joint stock corporation (French “société anonyme”) incorporated in France (under SIREN number 304187701 at the Registre du Commerce et des Sociétés of Nanterre) with its registered address at 12, Place des Etats-Unis, CS 70052, 92547 Montrouge Cedex, France. Crédit Agricole CIB is a French credit institution authorised by the ACPR and supervised by the ECB, the ACPR and the AMF in France. The services and information available on the System (defined in Clause 3(a) below) may be provided by CA-CIB in conjunction with any of its branches or Affiliates. In relation to any services or information provided via the System by the London branch of Crédit Agricole CIB, Crédit Agricole CIB is subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. The Financial Conduct Authority and Prudential Regulation Authority registration number of CA-CIB is 124344. Details about the extent of CA-CIB’s regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available from the London branch of CA-CIB on

request. CA CIB's United Kingdom VAT number is GB447259917 and France VAT number is FR16304187701. CA-CIB can be contacted at jetstream@ca-cib.com.

(d) References to "**Affiliate**" in these Terms means, in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company, as each such term is defined in the United Kingdom Companies Act 2006.

(e) Reference to "**Representatives**" in these Terms means, in relation to Crédit Agricole CIB, its employees, directors, officers, Affiliates, agents and contractors.

2. Interpretation and Construction

(a) The headings in these Terms are for convenience of reference only and will not affect the interpretation of these Terms.

(b) References to statutory provisions include those statutory provisions as amended and re-enacted from time to time.

(c) References to a law includes common law, custom and any constitution, rule, decree, judgment, legislation, injunction, resolution, determination, award, order, ordinance, regulation, statute, treaty or other legislative measure, in each case of any jurisdiction and any administrative or governmental authority.

(d) References to regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

(e) The words "herein", "hereto" and "hereunder" or words of similar import refer to these Terms as a whole.

(f) The words "include" or "including" mean including without limitation.

(g) The User and CA-CIB agree that the requirements under Regulations 9 and 11 of the Electronic Commerce (EC Directive) Regulations 2002 and the rule stipulated under section COBS 5.2.6R of the Financial Conduct Authority Handbook shall not apply to these Terms.

(h) A person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms, except that CA-CIB's Representatives are express third party beneficiaries to these Terms including the terms of Clause 8 (Limitation of Liability and Indemnity). Notwithstanding any provisions of the Terms, the parties to these Terms do not require the consent of any Representative to rescind or vary the Terms.

(i) Where any pricing information is provided as part of the Services (as defined in Clause 3), unless otherwise stated such pricing information is inclusive of delivery costs and taxes.

3. Scope

(a) These terms of use (the/these "**Terms**") set out the basis upon which the User may access the electronic internet based "Jetstream" platform (as may be modified or supplemented by CA-CIB from time to time) (the "**System**") and use any one or more of the following electronic or related services that CA-CIB may make available to the User from time to time (the "**Services**"):

(i) trading services with respect to transactions with CA-CIB (or any other branch or Affiliate of CA-CIB) in foreign exchange (spot or forward), foreign exchange swap or foreign exchange option products, gold, silver, platinum and palladium (spot or forward) products, fixed term money market deposits and/or such other products authorised by CA-CIB from time to time for trading on the System (each a "**Transaction**", together the "**Transactions**");

(ii) services that permit the User to view any information that is displayed on, or provided to the User, via the System in connection with the System, the Transactions or otherwise, including prices or trade results or confirmations displayed, on or provided to the User via the System or otherwise (the "**Data**"); or

(iii) any additional services made available through or supplemental to the System or the Services.

(b) These Terms may be supplemented by a set of supplementary terms set out in the Annex to these Terms which adds to, amends or replaces any part of these Terms in respect of the business connected with the jurisdiction to which such supplementary terms relates (a "**Country Supplement**").

(c) By clicking the "OK" button on the System to access and use the System, each Authorised Individual (defined in Clause 5 below) agrees that he/she has read, understood and accepts these Terms each and every time he/she accesses and uses the System and, furthermore, each Authorised Individual confirms that that he/she is authorised to access these Terms and use the Services on behalf of the Organisation.

(d) The System will only be available for access and use by persons who are located in and who access and use the System from jurisdictions where access to and use of the System does not contravene any applicable law, rule or regulation of such jurisdictions ("**Authorised Jurisdictions**"). Any persons accessing the System (whether to view Data or effect any Transactions) must ensure beforehand that access to and/or use of the System is not prohibited by any law, rule or regulation to which it may be subject.

(e) The services offered by the System are available only to those existing clients of Crédit Agricole CIB or, where applicable, a relevant Affiliate of CA-CIB, which CA-CIB has categorised as professional clients or eligible counterparties. Accordingly, no other person (being a "**Non-Approved Person**") may access the

System. Neither CA-CIB nor any of its Representatives will assume any responsibility or liability that may arise as a result of the use of the System or any Services by Non-Approved Persons or subsequent sale to any Non-Approved Persons of any products originally sold to an Organisation via the System. Access to and/or use of the System is intended only for persons who have the knowledge, experience and expertise required to understand and assess the Data appearing on the System and the Transactions that may be effected through it. If the User has any doubt about any Service, Data or other related information or service made available through or in connection with the User's access to or use of the System, independent advice should be immediately sought from appropriately qualified persons or other appropriate regulatory body who specialises in advising on deals in securities, derivatives or other instruments available for trading through (or in respect of which any information appears) on the System.

(f) The Organisation agrees to provide CA-CIB with such evidence of identity, other documentation, and/or information as CA-CIB may reasonably require to enable CA-CIB to comply with its regulatory requirements and legal obligations.

(g) These Terms are in addition to any master agreement or other agreement between the Organisation and CA-CIB or, where applicable, a relevant branch or Affiliate of CA-CIB, or other terms and conditions governing the provision to the Organisation by CA-CIB, or, where applicable, a relevant branch or Affiliate of CA-CIB, of products and services or in any way applicable to Transactions (including any terms of business of CA-CIB or, where applicable, a relevant branch or Affiliate of CA-CIB) and any confirmation issued in respect of a Transaction in accordance with any Additional Terms which shall, in each case, remain in full force and effect (the "**Additional Terms**"). In the event of any inconsistency between these Terms and any Additional Terms in respect of the access or use of the System or the manner in which the Organisation may enter into Transactions with CA-CIB or, where applicable, a relevant branch or Affiliate, through the System, these Terms shall prevail. The Additional Terms will at all times govern the terms of, and performance under, any Transaction and any action or obligation arising under these Terms will not affect, interfere with or otherwise detract from the terms of the Additional Terms in relation to such Transactions.

(h) The User acknowledges, and will adhere to, and be bound by, a Country Supplement which applies to it.

(i) The User is bound by, and will comply with, all disclaimers, notices, terms and restrictions displayed on or linked to the System, any Service or Data or provided by CA-CIB or contained in any communication of CA-CIB in connection with any product that may be the subject of a Transaction.

(j) Notwithstanding any other provision of these Terms, CA-CIB may at any time and without cause or prior notice, terminate, suspend, restrict or change with immediate effect, all or any part of the System or any Services, or the User's access, or the access of any Authorised Individual, to the System or any Service.

(k) CA-CIB may update the System and may at any time and without notice change the content at any time of the System or any Services (including by the provision of updates provided by any Third Party Licensor (defined in Clause 4) or Data). CA-CIB has no duty to inform the Users of any difficulties it or any Third Party Licensor is experiencing in relation to the System or any Service. CA-CIB has no obligation to provide, maintain, update, correct or remove the System, any Service, any Data or any other information or materials made available to the User via the System or otherwise.

4. Grant of Licence

(a) CA-CIB hereby grants to the User, for the duration of these Terms, a revocable non-exclusive, non-sublicensable, non-transferable, non-assignable licence to access the System and use the Services and the Data upon and subject to these Terms and, where applicable, any Additional Terms. CA-CIB may provide certain parts of the Services or the Data under licence from one or more third party service providers ("**Third Party Licensors**"). The User will comply with any additional terms of use of such Third Party Licensors that CA-CIB may communicate to the User from time to time or that are separately agreed between the Organisation and such Third Party Licensors.

(b) CA-CIB is providing the Services and the Data to the User only for the Organisation's internal business use and for the Organisation's own account, unless otherwise agreed by CA-CIB, and subject at all times to, these Terms and the Additional Terms. The User may not sell, lease or provide any service made available through the System to any third party.

(c) The User acknowledges that all Intellectual Property Rights (defined below) in the System, the Services and any Data are owned by CA-CIB or, where applicable, the relevant Third Party Licensor, and are protected under copyright, trademark and other intellectual property laws and other applicable law. The User agrees that all such Intellectual Property Rights shall at all times vest in CA-CIB, or, where applicable, the relevant Third Party Licensor, and the User shall protect and not violate those Intellectual Property Rights and at the Organisation's expense do such acts and things and execute such documents as CA-CIB, or any Third Party Licensor, may reasonably require in order to protect those Intellectual Property Rights. "**Intellectual Property Rights**" shall mean all registered or unregistered copyright, trade marks, service marks, trade secrets, trade names, website addresses, database rights, design rights, moral rights,

inventions (whether or not capable of protection by patent or registration), rights in commercial information or technical information (including know-how, research and development data and manufacturing methods) patents, rights in the nature of unfair competition rights and rights to sue for passing off or other intellectual property and ownership rights including applications for the grant of any of the same and any similar rights in any country whether currently existing or created in the future, together with any renewals or extensions.

(d) The User shall promptly notify CA-CIB of any actual or threatened misappropriation of any Intellectual Property Rights in the System, the Services or the Data of which the User becomes aware.

(e) The User may make and retain copies, solely for the internal use of the Organisation, of any Data produced by or made available via the System or any Service (including Data relating to the Transactions), and the User may print copies of any such Data, provided that the User complies with all copyright and other proprietary notices and disclaimers and does not disclose such Data to third parties, except as required by applicable law or regulation. In particular, the User acknowledges that the Data is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to local law or regulation and agrees to observe such restrictions.

5. Access and Security

(a) The Organisation will notify CA-CIB in a form acceptable to CA-CIB of the identity of all persons, being either a director, officer, employee or contractor of the Organisation, that it wishes to be authorised to use the System on behalf of the Organisation. Upon CA-CIB's issuance of a unique user name, password and/or other access method that CA-CIB may from time to time provide to allow such a person to access and use the System (or any part thereof) ("**Access Methods**") that person (an "**Authorised Individual**") may then access the System and use the Services as permitted by CA-CIB in accordance with and subject to these Terms. CA-CIB may, at its absolute discretion and without prior notice, terminate, revoke, suspend or modify any or all of the Access Methods at any time.

(b) The User will not permit any person other than an Authorised Individual to have access to or use the System. The Organisation will immediately notify CA-CIB and any representative of CA-CIB designated by the System to receive notice if any Authorised Individual ceases to be a director, officer, employee or contractor of the Organisation or ceases to be authorised by the Organisation to access the System.

(c) The Organisation will be responsible for all actions and omissions of its Authorised Individuals and will be liable for any direct or indirect loss, claims, damages, demands, charges, costs, expenses and liabilities arising from the actions or omissions of its Authorised Individuals.

(d) The Organisation will ensure that all Authorised Individuals have been given suitable training in the use of the System. Any assistance CA-CIB may provide in respect of such training is done so at CA-CIB's absolute discretion.

(e) The Organisation will supervise and control use of the System and ensure that the System is only used by its Authorised Individuals in accordance with these Terms and in compliance with such security procedures communicated to the User by CA-CIB from time to time. These security procedures are not intended, and shall not be treated as, a substitute to the User's obligations under these Terms, including, the User's obligations under this Clause 5.

(f) The Organisation will use all reasonable endeavours to ensure that no virus, Trojan, spyware or other unauthorised software or malware is introduced into the System as a result of the User's use of the System.

(g) The User will ensure that the Access Method issued by CA-CIB for each Authorised Individual will only be used by that Authorised Individual and will not be disclosed or made available in any way to any other person. The Organisation agrees to maintain appropriate security arrangements for this purpose.

(h) If the User has reason to suspect that any Access Method of any Authorised Individual has been obtained by any third party or if there has been any unauthorised access to or use of the System, then the User must immediately notify CA-CIB and any representative designated by the System to receive notice and take such steps as may be necessary to prevent, or stop, as the case may be, any unauthorised access or use. CA-CIB may require the Organisation or any of its Authorised Individuals not to log on until a new Access Method has been issued.

(i) The User must provide CA-CIB with any information the User may have in connection with the loss, theft or misuse of any Access Method or any suspected unauthorised use of the System. CA-CIB may, at its absolute discretion, and without further reference to the User, give the police or other authority any information which CA-CIB reasonably believes to be relevant about the loss, theft or misuse of any Access Methods or any unauthorised use of the System.

(j) CA-CIB shall not be required to monitor access to or use of the Services and shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Access Methods of any of the Authorised Individuals or that the User may incur from any unauthorised third party access, interception or use of, or modification to, any Service or Data.

(k) The Organisation will be solely responsible for all acts or omissions of any persons using the System and any System through any Access Method of its Authorised Individuals and, without limitation to the

aforegoing, the Organisation will be bound by all transmissions, orders, instructions, requests or other communications and all Transactions executed through the System using any Access Method of any of its Authorised Individuals, whether or not such Transactions were in fact authorised by the Organisation and/or made by an Authorised Individual and whether or not CA-CIB acknowledged receipt of any such transmission, order, instruction, request or communication. The Organisation shall on demand indemnify, protect and hold CA-CIB harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission of any person using the System through the use of any Access Methods, whether or not the Organisation authorised such use.

6. Use of the System

(a) The Organisation acknowledges that the System and Services have not been developed to meet its individual requirements and that it is therefore the Organisation's sole responsibility prior to using the Services (including executing any Transactions) to ensure that the functions of the System and Services meet its requirements and that it has obtained all information and independent advice it requires regarding access to and use of the System and the Services,.

(b) The Organisation shall ensure that all equipment, hardware, software and internet connections used to access and use the System are suitable for use with the System and maintained in good working order. The Organisation will be solely responsible for any losses, liabilities, damages or costs and expenses that it may incur as a result of the incompatibility, failure or delay of, or any errors made by, the equipment, hardware, software or internet connections that the User uses to access and use the System and Services.

(c) The Organisation is solely responsible for all costs and expenses associated with the User's access to and use of the System and the Services and the execution and settlement of Transactions (including telecommunications, modems and other connectivity costs and costs of any third party equipment, hardware, software and any related maintenance services).

(d) The User acknowledges and agrees that trading through the System will expose it to the risks associated with hardware and software systems or component failure and therefore accepts that technical difficulties could be encountered when the User accesses and/or uses the System. These difficulties could involve, amongst other things, failures, delays, malfunction, transmission errors, software erosion, viruses, hardware damage or unauthorised third party intrusions and other similar computer problems and defects, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. In the event of a hardware, software or component failure it is possible that the User may not be able to access the System. Neither CA-CIB nor any of its Representatives shall be liable for any losses, liabilities, claims, damages and/or expenses whatsoever incurred or suffered by the User as a result of any such technical difficulties.

(e) The User acknowledges that the provision of the System involves information being transported over an open network which may be accessible by third parties or otherwise insecure, that any communications transmitted over the System may be intercepted or accessed by unauthorised persons, may not be received by CA-CIB or may not be received in the form transmitted and therefore that the User's use of the System and any Service and entering into of Transactions via the System is done at the Organisation's sole risk. Neither CA-CIB nor any Third Party Licensor shall be liable for any losses, liabilities, claims, damages and/or expenses whatsoever incurred or suffered by the User as a result of any such interception, security breaches, unauthorised access or related communication failures or malfunctions.

(f) Instructions or orders that the User may enter via the System may be routed or transmitted to or through a third party system, platform or service. Neither CA-CIB nor any of its Representatives will be responsible for any losses, damages or costs that may result from delays or errors in such other system, platform or service transmitting, processing or executing such instructions or orders or failing to transmit or execute its instructions or orders.

(g) The User agrees to provide all reasonable assistance to CA-CIB in the event of an inquiry or an investigation initiated by CA-CIB, an exchange or regulatory body in respect of the User's access to and use of the System or any Service.

7. Transactions

(a) The User is bound by, and shall comply with, such user guidelines or trading rules applicable to the User's access to and/or use of the System as are published on the System or notified to the User from time to time.

(b) CA-CIB may at its absolute discretion set limits and/or other parameters on the trading the User may conduct through the System which may include limits in respect of the maximum number of or value of Transactions the User may conduct through the System and at any time, without reason or prior notice, amend such limits. Neither CA-CIB nor any of its Representatives shall be responsible for monitoring any of the Organisation's own trading parameters, limits or other conditions.

(c) CA-CIB has no obligation to quote a price with respect to any product the User wishes to trade with Crédit Agricole CIB through the System or to execute or cancel all or any part of a Transaction a User seeks to execute or cancel through the System. CA-CIB has no responsibility or liability for transmissions that are inaccurate or not received by CA-CIB or the User and may execute any Transaction on the terms actually received by CA-CIB through the System. The Organisation shall be responsible for all executions of requests to execute Transactions sent by the User even if the User did not receive a written or electronic notification or confirmation referred to in sub-Clause (f) below.

(d) The prices transmitted by CA-CIB via the System will remain in effect until updated by CA-CIB at any time without notice. Such a price does not constitute an offer or commitment by CA-CIB to enter into a trade at such price. CA-CIB makes no representation as to whether such prices reflect prevailing market rates. A Transaction will be deemed to have been entered into between CA-CIB or, as referred to in sub-clause (f) below, the relevant branch or Affiliate of CA-CIB, and the Organisation at the price provided by CA-CIB through the System only when CA-CIB sends the relevant User a notification via the System that CA-CIB has accepted the User's request for execution of a Transaction at that price, regardless of whether or not the User receives such notification. The User agrees that it shall use any price quote transmitted by CA-CIB via the System solely for the purpose of entering into Transaction with CA-CIB or, where applicable, a relevant branch or Affiliate of CA-CIB via the System and will not disseminate or otherwise distribute, sell or make available or disclose such price quote for any other purpose without CA-CIB's prior written consent.

(e) The User acknowledges that contracts may be validly made electronically and hereby expressly waives any right to bring an action, claim or proceeding, declaring, or to raise as a defence to an action, claim or proceeding, the invalidity of a contract (including any Transaction concluded using the Services) on the grounds that the contract was made electronically.

(f) If the User uses the System to enter into Transactions, the User may be able to view on the System a report or "blotter" of all Transactions executed through the System and/or the System may generate a written or electronic confirmation of the status or execution of a Transaction. The User agrees that if there is a conflict between the terms of any Transaction as displayed on or generated through the System (including on any "blotter") and the terms of the Transaction as set out in the written confirmation as notified by CA-CIB or, where applicable, a relevant branch or Affiliate of CA-CIB, to the Organisation in accordance with the Additional Terms (as defined in Clause 3(g) above), then the latter will prevail and apply between the Organisation and CA-CIB or, if applicable, the relevant branch or Affiliate of CA-CIB.

(g) The Organisation will perform its obligations relating to each Transaction in accordance with the terms thereof and the Additional Terms.

(h) The User acknowledges that CA-CIB and its branches and Affiliates engage in a variety of financial services activities in the markets reflected in the Services for its own proprietary accounts or with or on behalf of other clients of CA-CIB and its branches and Affiliates, which activities may give rise to conflicts of interest and which will be conducted without regard to, and may have adverse effects on, the market prices, rates or other market factors relating to Transactions. CA-CIB (or a relevant branch or Affiliate of CA-CIB) may enter into Transactions at prices different from the prices reflected in the Services.

(i) Through the use of the System, the User expressly agrees that CA-CIB will execute orders outside an EEA regulated market, Multilateral Trading Facility or Organized Trading Venue. The User acknowledges that this express agreement is a condition for the use of Jetstream.

8. Limitation of Liability and Indemnity

(a) Nothing in these Terms shall exclude or limit the liability of CA-CIB or any of its Representatives for: (i) death or personal injury caused by its negligence; (ii) fraud; or (iii) any other liability which cannot be excluded or limited by applicable law or regulation.

(b) Subject to Clause 8(a) above, the aggregate liability of CA-CIB and its Representatives under or in connection with these Terms or in any way connected to the use of the System or any Service or Data, whether arising in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall not exceed £15,000.

(c) Subject to Clause 8(a), neither CA-CIB nor any of its Representatives shall be liable for:

(i) loss of profit (or expectation of profit);

(ii) loss of business, contracts, revenue or anticipated savings;

(iii) loss of, or damage to, information or corruption of data;

(iv) interruption to business;

(v) damage to goodwill or reputation; or

(vi) indirect, consequential or special loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

(d) These Terms set out the full extent of the obligations and liabilities of CA-CIB and its Representatives in respect of the System and the Services and Data made available through or in connection with the System. Except as otherwise expressly stated in these Terms, all conditions, warranties, representations and terms expressed or implied by statute, common law, trade usage, course of dealings or otherwise in relation to

the System, the Services, any Data and any other information or materials made available to the User via the System or Service or otherwise in connection with these Terms are excluded to the fullest extent permitted by law, including any implied term of satisfactory quality or fitness for a particular purpose or non-infringement, including any term as to the use or the results of the use of the System and any Service or Data with respect to their quality, accuracy, reliability, performance, completeness, timeliness or continued availability, or any term that the System, the Services and Data shall be free of all errors or perform any desired operations or functions.

(e) The Data made available through the System or via any Service does not constitute, is not intended and should not be considered as (i) an offer, invitation, solicitation or recommendation to enter into any transaction, including any Transaction in respect of any product traded on the System; (ii) a transaction recommendation or investment, legal, regulatory, taxation, accounting or other advice, recommendation or other evaluation; or (iii) the basis for any credit, advice, recommendation or other evaluation with respect to any product traded on the System or otherwise. By permitting the User to access the System and view the Data appearing via it does not create any obligation on CA-CIB or any of its branches or Affiliates to enter into Transactions with the Organisation.

(f) Without limiting Clause 8(d) above, neither CA-CIB nor any of its Representatives makes any express or implied representation, warranty or undertaking, directly or indirectly, as to the accuracy, completeness, currency, timeliness or otherwise as to the reliability of the Data (or any part of it) and the User agrees that neither CA-CIB nor any of its Representatives shall incur any liability to it, on the basis of or in connection with (i) any errors or omissions in the Data; (ii) the User's reliance, or the reliance of any other person, on, or use of, the Data; or the failure of CA-CIB or any of its Representatives to provide or make available, any information or documentation, on or via the System. Neither CA-CIB nor any of its Representatives will have any obligation to verify, correct, complete or update any Data or other information displayed on the System.

(g) The Organisation will on demand indemnify, protect and hold harmless CA-CIB and its Representatives from and against any and all losses, liabilities, judgment, suits, actions, proceedings, claims, damages, costs (including legal costs) (collectively "Losses") arising out of or relating to the use or misuse of the System by the Organisation, its Authorised Individuals or the Organisation's officers, employees, agents or directors or any other persons using the Access Methods, including any breaches of these Terms or any applicable laws and regulations or the security of the System, caused directly or indirectly by the Organisation, its Authorised Individual or officers, employees, agents or directors or any other persons using the Access Methods.

9. Representations and Warranties

(a) The Organisation represents and warrants to CA-CIB and its Representatives that:

(i) it has the power and authority, and has taken all actions and obtained all consents, approvals and authorisations necessary, to accept and perform its obligations under these Terms and to use the System including for the purpose of entering into Transactions;

(ii) when an Authorised Individual accepts these Terms, these Terms will create obligations which are legal, valid and binding on the Organisation and enforceable in accordance with their terms;

(iii) the Organisation shall, and shall procure that each User will, use the System, the Services and the Data in accordance with all instructions provided by CA-CIB, whether written or otherwise, and in all cases solely for the purposes specified in Clause 4 above;

(iv) no User shall access or use the System or any Service or Data unless such User is an Authorised Individual and is a resident of and is physically located in an Authorised Jurisdiction (as defined above);

(v) the Organisation and each Authorised Individual will only make use of the System, the Services and the Data in accordance with the Terms and the Additional Terms (in each case, as may be amended from time to time) and the User will at all times comply with all laws, rules and regulations relating to the use of the System, the Services and Data and effecting Transactions through the System; and

(vi) the Organisation and each Authorised Individual have the knowledge, experience and expertise required to understand and access the Services and Data and understand the merits and risks inherent in and the suitability of the Transactions that may be effected through the System.

(b) The Organisation acknowledges and agrees that neither CA-CIB nor any of its Representatives have provided any investment advice or given any recommendations to the Organisation or any Authorised Individual with regard to the System, any Service or Data or any Transaction and that CA-CIB provides the System and any Service or Data on an "as is" basis, at the Organisation's sole risk. The Organisation represents and warrants to CA-CIB and its Representatives that it has made its own independent decisions or sought appropriate financial, legal, tax, accounting or regulatory advice to use the System and any of the Services and enter into each Transaction executed by the User via the System and have not relied on CA-CIB or any of its Representatives for advice or recommendations.

(c) All representations and warranties given by the Organisation to CA-CIB and its Representatives under these Terms shall be deemed to be repeated by the Organisation each time that the System is accessed

through the use of an Access Method of any of its Authorised Individuals any Service is used or any Transaction is entered into.

10. Collected Data and Confidentiality

(a) In order to access and use the System the Organisation agrees to provide CA-CIB with all information CA-CIB may reasonably request concerning the Organisation and its Authorised Individuals. CA-CIB may in its sole discretion use any such information to comply with its regulatory requirements and legal obligations.

(b) CA-CIB may collect and process data about the Organisation and its Authorised Individuals, including, any transmission, order, Transaction, personal information (including personal data) of Authorised Individuals (such as e-mail address, phone number, computer details (such as IP address, operating system)), documents, instructions, helpdesk queries and other materials that a User may provide in the course of the access and/or use of the System or in other communications with CA-CIB, including calls, text, instant messages and emails and details of the User's use of the System (collectively, the "**Collected Data**").

(c) The Organisation agrees that CA-CIB may use any such Collected Data: (i) to identify an Authorised Individual, (ii) to operate the System (including in connection with improvements to the performance, services and content of the System), (iii) to monitor the use of the System, (iv) to enable Transactions to be entered into and documentation to be prepared or completed in connection therewith or for other internal administration purposes, (v) to provide User with information, products or services that it may request or which CA-CIB considers may be of interest to it, and (vi) to comply with applicable laws or regulations.

(d) The Organisation warrants that: (i) it has made its Authorised Individuals aware of the provisions in sub-Clauses (b) and (c) above and obtained the consent of each individual (including with respect to the processing of their personal data as contemplated in sub-Clause (c) above) and in compliance with all relevant data protection and privacy laws; and (ii) should any Authorised Individual withdraw its consent to such processing the Organisation will immediately inform CA-CIB of the same in writing. Without limitation to the generality of the foregoing, the Organisation warrants that each Authorised Individual has consented to receiving marketing information (including by email and post) regarding CA-CIB's products and services and each User hereby consents to such marketing. The Organisation shall inform Authorised Individuals that they have a right to ask CA-CIB to cease sending marketing information by contacting CA-CIB at jetstream@ca-cib.com.

(e) For the purposes of this Clause 10 the terms "data subject" "process", "data controller", "consent" and "personal data" shall have the meaning given to such terms in the Data Protection Act 1998 (the "**Act**"). CA-CIB is the data controller in respect of the Act. As data subjects, Authorised Individuals have access rights under the Act and any access requests shall be sent to jetstream@ca-cib.com with the subject line "Data Access Request". CA-CIB reserves its right to charge for such access.

(f) The Collected Data may be transferred to, and stored within, the Crédit Agricole CIB group including within jurisdictions outside the European Economic Area ("EEA"). Collected Data may also be processed by staff operating outside the EEA who work for CA-CIB, for one of its Affiliates or for one of the suppliers of CA-CIB. Such staff may be engaged in, among other things, the fulfilment of any request the User makes, the processing of payments and the provision of support services in connection with the System, the Data and/or Transactions effected through it. By submitting personal data and allowing Authorised Individuals to submit personal data, the User agrees to this transfer, storing and/or processing of personal data as contemplated in this Clause 10. CA-CIB will take all steps reasonably necessary to ensure that such data is treated in accordance with the Act.

(g) All Data, Collected Data and information exchanged between the Organisation and/or any Authorised Individual and CA-CIB in connection with the System or any Service is confidential and, save to the extent provided in sub Clause (f) above, shall not be disclosed to any third party except as required to enable CA-CIB to operate the System or as required by applicable law or any regulatory authority, including the ECB, the ACPR and AMF in France and the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. Notwithstanding sub-Clause (f) and this sub-Clause (g), CA-CIB may disclose such information to Crédit Agricole S.A. or any of its branches and Affiliates and its services providers and professional advisers.

11. Cookies

Cookies are small text files which are either stored on a hard drive or in a computer's memory and which help users to navigate a website efficiently and perform certain functions and/or trace usage and browsing behaviour. CA-CIB may from time to time use cookies in providing the Services including to enable CA-CIB to deliver a better and more personalized service and to estimate audience size and usage patterns, to store user preferences, to speed up searches and to recognize users when returning to the Services. Users may refuse to accept cookies which CA-CIB may use from time to time by following the guidance at www.allaboutcookies.org.

12. Linking

Where the System, or the webpage through which the User accesses the System, contains links to other webpages or resources provided by third parties, these links are provided for the User's information only. The inclusion of any link does not imply an affiliation, sponsorship, approval or monitoring by CA-CIB of any information or services made available by such other webpages. CA-CIB has no control over the availability or contents of those webpages or resources, and accepts no responsibility whatsoever for the information contained on those webpages, the User's use or inability to use such webpages or for any loss or damage that may arise from the User's use of them.

13. Termination

These Terms are effective from the date that the User first accesses and uses the System and will continue in effect until terminated by either CA-CIB or the Organisation at any time and without any reason, by giving 10 day's prior written notice to the other. Any termination of the Terms shall be without prejudice to any accrued rights and obligations under these Terms at the date of termination (including any such rights and obligations in relation to any Transaction which has been entered into, Data provided and/or orders placed by the date of termination) and shall not affect the continuance of Clauses 8 (Limitation of Liability and Indemnity), 21 (Law and Jurisdiction) and this Clause 13 (Termination), which shall survive termination of the Terms. Upon termination of these Terms for whatever reason, the User shall cease to use the System and the Services and shall procure that all other Users cease to use the System and the Services and the licences granted by CA-CIB in Clause 4 shall cease with immediate effect.

14. Entire Agreement

These Terms constitute the entire understanding between the Organisation and CA-CIB regarding their subject matter and supersede all proposals and other representations, statements and undertakings, in each case, verbal or written, relating to the subject matter. In accepting these Terms, the User has not relied on, and will have no remedy in respect of, any statement, warranty or representation (except in the case of fraud) made by CA-CIB or any of its Representatives save as expressly set out in these Terms.

15. Severability

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of these Terms will not be affected or impaired.

16. Assignment and Transfer, and Merger

(a) Notwithstanding anything in these Terms to the contrary, CA-CIB may at any time assign or transfer any of its rights and obligations under these Terms to any of its affiliates. Any exercise by CA-CIB of its rights under this clause shall not:

- (i) give rise to any adverse consequence for CA-CIB (including a breach or acceleration of any of CA-CIB's obligations under, or the termination of, these Terms); or
- (ii) be subject to (A) any consent from any person, (B) any condition, or (C) any procedural requirement (including the provision of notice to any person).

(b) The Organisation agrees not to assign, novate or otherwise transfer any of its rights and/or obligations under these Terms without CA-CIB's prior written consent.

(c) Notwithstanding anything in these Terms to the contrary, if CA-CIB consolidates or amalgamates with, or merges with or into, any of its affiliates, any reference in these Terms to CA-CIB shall be construed as a reference to the successor entity resulting from such consolidation, amalgamation or merger and such consolidation, amalgamation or merger shall not be construed as an assignment or transfer for the purposes of this clause, or give rise to a breach or acceleration of any of CA-CIB's obligations under, or the termination of, these Terms.

(d) These Terms shall be binding upon and inure solely for the benefit of each party and their successors and permitted assigns.

17. Amendment and waiver

(a) CA-CIB may amend these Terms at any time without notice by posting the new Terms on the web page through which the User accesses the System. The Terms will be deemed to be amended and legally binding between the Organisation and CA-CIB on the User first accessing the System after posting of the relevant amendment.

(b) A failure by CA-CIB to enforce or to exercise any provision of these Terms does not constitute a waiver of such provision and shall in no way affect CA-CIB right later to enforce or to exercise it.

18. Force Majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations under these Terms arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, act of terrorism, fire, flood, explosion, civil commotion, natural disaster, strikes, lockout action or other labour disputes, any law, regulation, ruling or requirement of any governmental, regulatory or supervisory body, authority or agency, exchange or market or omission of a third party equipment supplier or hardware or software supplier or a third party communications provider.

19. No partnership, agency or fiduciary relationship

The relationship between CA-CIB and the Organisation is that of independent contractors dealing at arms' length and nothing in these Terms shall be construed so as to constitute, create or give effect to a partnership, joint venture, pooling arrangement or fiduciary advisory or formal business relationship of any kind between CA-CIB and the Organisation or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other and neither party shall hold itself out as entitled to do the same. Nothing in the Terms shall be deemed to constitute CA-CIB or the Organisation as the agent of the other for any purpose, except that the Organisation shall be bound by any act or omission of any of its Users. Nothing in these Terms shall create or be deemed to create the relationship of employer and employee.

20. Notices

(a) Any notice to be given by the Organisation to CA-CIB under or in connection with these Terms shall be in writing and shall be served by:

(i) emailing it to email address jetstream@ca-cib.com; or

(ii) delivering it by hand or sending it by pre-paid recorded delivery or registered post to Broadwalk House, 5 Appold Street, London EC2A 2DA Attention: Jetstream Management Team, FX Sales team provided that any notice to be given in accordance with Clause 13 (Termination) shall be delivered by registered post to CA-CIB's London branch at Broadwalk House, 5 Appold Street, London EC2A 2DA (or such other address as may be notified to the Organisation in writing) for the attention of the Head of Legal.

(b) Any notice to be given by CA-CIB to the Organisation under or in connection with these Terms shall be in writing and served by delivering it by hand or pre-paid recorded delivery or registered post to the Organisation's last known address.

21. Law and Jurisdiction

These Terms and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms shall be governed by and construed in accordance with English law and the English courts will have exclusive jurisdiction over any claim arising from or in connection with the User's use of the System or these Terms, although CA-CIB may bring any proceedings in the country in which the Organisation is incorporated or any other relevant country.

Annex – Country Supplements