

CACIB API TERMS OF USE

1 OVERVIEW

- 1.1 By accessing or using the CACIB API, you are agreeing to these terms (and to comply with any documents annexed or referred to herein) as amended from time to time ("API Terms") with Crédit Agricole Corporate and Investment Bank, a company incorporated in France (SIREN number 304187701 at the Registre du Commerce et des Sociétés of Nanterre) with registered address 12, Place des Etats-Unis, CS 70052, 92547 Montrouge Cedex, France ("CACIB", "we", "us" or "our").
- 1.2 You represent and warrant that you have the right, authority, and capacity to enter into these API Terms on behalf of your business or organisation. By accessing or using the CACIB API, you acknowledge and agree to be bound by the API Terms.
- 1.3 You acknowledge and agree that the Transaction Terms (as defined below) will at all times govern the terms of, and performance under, any Transaction and in the event of any inconsistency between the API Terms and any Transaction Terms in respect of the access to or use of the CACIB API, the Platform or the Data, the API Terms shall prevail.
- 1.4 CACIB may change or amend these API Terms at any time with or without prior notice to you. If you access or use the CACIB API after the release of a subsequent version of these API Terms you will be deemed to have accepted any such change or amendment and you agree to be bound by the API Terms as amended.

2 DEFINED TERMS AND INTERPRETATION

- 2.1 The following terms shall have the meanings set out below unless the context otherwise requires:
 - 2.1.1 "Affiliate" 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 Companies Act 2006;
 - 2.1.2 "CACIB API" means the machine accessible application programming interface that CACIB makes available to you to allow your IT System to connect to the Platform;
 - 2.1.3 "Data" means prices, trade results, confirmations or any other information displayed or provided to you via the CACIB API;
 - 2.1.4 "Intellectual Property" means all registered or unregistered copyright, trade marks, logos, service marks, trade secrets, trade names, website addresses, database rights, design rights, patents, rights in 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), application programming interfaces, user interface designs, software or source code and applications for registration, and the right to apply for registration, for 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;
 - 2.1.5 "IT System" means an information technology system (comprising hardware, software and / or networks(s)) capable of connecting to or accessing the CACIB API;
 - 2.1.6 "Losses" means losses, liabilities, judgments, suits, actions, proceedings, claims, damages, expenses and costs (including legal costs) (and "Loss" shall be construed accordingly);
 - 2.1.7 "Platform" means CACIB's core trading platform including any components thereof (whether owned by CACIB or licensed from a third party) through which you may execute a Transaction;
 - 2.1.8 "Representatives" means, in relation to a party, its employees, directors, officers, Affiliates, agents and contractors;
 - 2.1.9 "Third Party Licensor" has the meaning set out in clause 4.2;
 - 2.1.10 "Transaction" means a transaction with CACIB 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 CACIB for trading from time to time (together "Transactions"); and
 - 2.1.11 "Transaction Terms" means any: (i) master agreement, terms of business of CACIB or any other similar or related framework documentation between you and CACIB (or, where applicable, a CACIB Affiliate), governing the relationship between the parties in relation to the provision of products and services or in

any way applicable to Transactions; or (ii) terms and conditions, purchase letter or other related documentation which may govern or is otherwise in respect of a Transaction.

2.2 Principles of interpretation:

2.2.1 headings are for convenience only and will not affect the interpretation of the API Terms;

2.2.2 [references to "you" or "your" mean you and the organisation on whose behalf you are accessing and/or using the CACIB API. If two or more persons are comprised in the expression "you" or "your", we mean any one or more of them;

2.2.3 reference to a "party" or the "parties" means you and/or us as the context requires; and

2.2.4 statutes, regulations, rules of a regulatory authority or provisions of any of these shall be construed as references to the foregoing as amended, re-enacted and/or replaced from time to time.

3 TERM

These API Terms will become effective on the sooner of (a) you signing a letter agreement incorporating these CACIB API Terms of Use, or (b) the date that you start to use the CACIB API, and will continue until terminated in accordance with these API Terms or applicable law.

4 GRANT OF LICENCE

4.1 CACIB grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable, non-assignable licence to install, access and use the CACIB API (and the Data provided via the CACIB API) subject to these API Terms.

4.2 You acknowledge and agree that CACIB may provide all or part of the CACIB API to you under licence from one or more third party service providers ("Third Party Licensors"). You will comply with any additional terms of use and all reasonable instructions from CACIB or from any Third Party Licensors that either CACIB or such Third Party Licensor may communicate to you from time to time.

4.3 You acknowledge and agree that, unless otherwise agreed by CACIB in writing, CACIB is providing the CACIB API and the Data to you only for your internal business use and for your own account subject at all times to these API Terms. You shall not sell, lease or provide any service made available through the CACIB API or the Platform (including the sale, lease or provision of the Data) to any third party.

5 ACCESS TO THE CACIB API

5.1 Restrictions on access

5.1.1 Prior to accessing and/or using the CACIB API (whether to view Data or effect any Transactions), you will ensure that your access to and/or use of the CACIB API and/or the Platform is not prohibited by any law, rule or regulation to which you may be subject.

5.1.2 The CACIB API is available only to those clients of CACIB (or a CACIB Affiliate), which CACIB 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 (being a "Non-Approved Person") may access or use the CACIB API.

5.1.3 You acknowledge that CACIB may carry out appropriateness tests in accordance with the requirements of MiFID II (as applicable) in connection with the services provided to you under these API Terms. Neither CACIB nor any of its Representatives will assume any responsibility or liability that may arise as a result of access to or use of the CACIB API by Non-Approved Persons or subsequent sale to any Non-Approved Persons of any products originally sold to you via the Platform.

5.1.4 If you have any doubt about any information or service made available through or in connection with the CACIB API, you should seek independent advice immediately from appropriately qualified persons who specialise in advising on deals in securities, derivatives or other instruments available for trading through the Platform.

5.2 Access credentials

5.2.1 CACIB shall issue a unique user name, password and/or other access credentials to an authorised representative nominated by you to enable you to connect your IT System to the CACIB API ("Access Credentials").

- 5.2.2 You shall provide (either directly or indirectly) all assistance and information that CACIB or any Third Party Licensor reasonably requires in order to: (i) connect your IT System to the CACIB API; and (ii) test such connection and your ability to use the CACIB API.
- 5.2.3 If CACIB makes the CACIB API available to you under licence from a Third Party Licensor you: (i) acknowledge that in order to use the CACIB API, your IT System may be required to connect and be configured with a third party's systems (including to servers hosted by the Third Party Licensor and/or another third party); and (ii) agree that neither CACIB nor any of its Representatives will be responsible at any time (and no course of dealing shall be construed as an undertaking by CACIB or by its Representatives): (a) for ensuring or monitoring the continuous availability of the CACIB API under licence from a Third Party Licensor; or (b) for any Losses that you incur as a result of, arising from or in connection with, the unavailability of the CACIB API.
- 5.2.4 You will be responsible for the acts and omissions of any third party that you engage to connect your IT System to the CACIB API ("Software Developer") and for the Software Developer's compliance with these API Terms. A breach of these API Terms by a Software Developer will be deemed to be a breach of these API Terms by you.
- 5.3 Unauthorised access
- 5.3.1 You will ensure that your Access Credentials are only used by your authorised users to access the CACIB API and are not disclosed or made available in any way to anyone other than your authorised users. You agree to maintain appropriate security arrangements for this purpose.
- 5.3.2 If you suspect that the Access Credentials have been obtained by any third party or you suspect there has been any unauthorised access to or use of the CACIB API or the Platform, you must:
- (a) immediately notify CACIB and provide CACIB with any information you have in connection with the suspected loss, theft or misuse of the Access Credentials or suspected unauthorised use of the CACIB API or the Platform; and
 - (b) take all steps necessary to prevent, or stop, as the case may be, any unauthorised access or use.
- 5.3.3 CACIB may, at its absolute discretion, and without further reference to you, give the police or any other authority any information which CACIB reasonably believes to be relevant about a loss, theft or misuse of the Access Credentials or any unauthorised use of the CACIB API or the Platform.
- 5.3.4 Without limiting Clause 5.2.4 and notwithstanding Clause 5.3.1, you will be responsible for all acts and omissions of any person who accesses the CACIB API, the Platform or the Data using your Access Credentials and you will be liable for any direct or indirect loss, claims, damages, demands, charges, costs, expenses and liabilities arising from the acts or omissions of such persons, whether or not the Access Credentials were disclosed by you to such persons.
- 5.3.5 CACIB may, but shall not be required to, monitor access to or use of the CACIB API and shall not be liable for any Loss whatsoever that you incur arising from any unauthorised use of the Access Credentials or from any unauthorised third party access, interception or use of, or modification to, the CACIB API, the Platform or any Data.

6 USE OF THE CACIB API

6.1 Technical requirements

- 6.1.1 You shall, at your own cost and expense, be solely responsible for:
- (a) procuring, installing, testing, operating and maintaining all equipment, hardware, software and internet connections required to connect your IT System to, and access and use, the CACIB API (including, as applicable, all computer systems, servers, peripherals, applications, communications software and telecommunications equipment); and
 - (b) ensuring that all items procured under Clause 6.1.1(a) are suitable for use, and compatible, with the CACIB API (as may be updated from time to time) and maintained in good working order (including ensuring that your IT System continues to meet all technical requirements, system protocols and security standards that may be specified by CACIB or any Third Party Licensor from time to time and carrying out any updates to configure your IT System with new releases or versions of the CACIB API).

- 6.1.2 You shall be solely responsible for all costs and expenses associated with 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).
- 6.1.3 You shall be solely responsible for any Losses that you 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 you use to connect to, access and use the CACIB API or to execute and settle Transactions.

6.2 Restrictions on use

Except as expressly permitted in these API Terms, you will not, and will not permit any person under your control to:

- 6.2.1 access or use any software underlying the CACIB API ("Software");
- 6.2.2 translate, adapt, decompile, extract or reverse engineer the Software or attempt any of the foregoing;
- 6.2.3 copy or modify, or create a derivative work of the Software, or use any component of the CACIB API to create new applications, modules, products or services;
- 6.2.4 directly or indirectly sell, sublicense, relicense, distribute, disclose, resell, rent or lease access to or use of the CACIB API, the Software or any data obtained using the CACIB API (or any portion thereof) including as a service bureau or for any third party's use, or transfer any Software to a different platform or operating system;
- 6.2.5 delete, modify or otherwise interfere with any proprietary rights notices which appear on or when using the CACIB API, the Platform or the Data;
- 6.2.6 use the CACIB API in any manner which: (i) interrupts, destroys or otherwise limits the integrity, performance or functionality of any software or hardware or telecommunications equipment used in connection with the CACIB API or the Platform; (ii) interferes with or disrupts the normal functioning of the CACIB API or the Platform in any material way, or acts maliciously against the business interests or reputation of CACIB or its Affiliates; (iii) causes CACIB to lose (in whole or part) the services of its internet service provider(s) or other supplier(s); (iv) transmits infringing, defamatory, obscene or otherwise unlawful or tortious material (as determined by CACIB in its sole discretion); or (v) violates, or encourages others to violate, these API Terms or any other additional applicable agreement between you and CACIB or any applicable laws;
- 6.2.7 attempt to circumvent any limitations that CACIB may set on your use of the CACIB API; or
- 6.2.8 use the CACIB API, or any data obtained using the CACIB API, to identify, exploit or publicly disclose any potential security vulnerabilities.

7 IT SECURITY

- 7.1 You acknowledge and agree that:
 - 7.1.1 accessing and using the CACIB API may expose you to risks associated with hardware and software systems or component failure (including delays, malfunctions, transmission errors, software erosion, viruses, hardware damage or unauthorised third party intrusions and other similar computer problems and defects and such difficulties could be the result of hardware, software or communication link or internet connection inadequacies or other causes); and
 - 7.1.2 it is your responsibility to maintain the security of the IT System you use to connect to the CACIB API;
 - 7.1.3 you have processes in place to respond to any cybersecurity incidents in your IT System, and if you discover, or a third party reports to you, any cybersecurity incident or breach which affects your IT System's connection to the CACIB API, you will promptly notify CACIB of such security incident or breach.
- 7.2 You will monitor and control your use of the CACIB API at all times and ensure that the CACIB API is only used in accordance with these API Terms and in compliance with such security procedures communicated to you by CACIB (or any Third Party Licensor) from time to time.
- 7.3 You shall not do (or permit any person to do) anything that is likely to adversely interfere with our systems or operations, nor shall you knowingly transmit any data, send or upload any material that contains worms, viruses, trojans, time-bombs, keystone loggers, spyware, adware, malware, ransomware or any other unauthorised or harmful or malicious programs or similar computer code designed to access, modify, delete or damage any data,

files or adversely affect the operation of any computer software, hardware or IT networks or systems. You shall maintain policies, procedures, and security measures adequate to prevent any introduction of the same.

- 7.4 You will promptly notify CACIB of any material defect in, malfunction, virus in or unexpected change to, the CACIB API of which you become aware and cease all use of the CACIB API until you receive permission from CACIB (or a Third Party Licensor) to resume use of the same.
- 7.5 CACIB has no duty to inform you of any difficulties it or any Third Party Licensor is experiencing in relation to the CACIB API, the Platform or the Data.
- 7.6 Neither CACIB nor any of its Representatives shall be liable for any Losses (including economic and data losses), whatsoever incurred or suffered by you as a result of any technical difficulties or failures, or for any problem, error or malfunction relating to the CACIB API, the Platform or the Data resulting from: (i) your error or misuse; (ii) data entry errors by you; or (iii) any other failure or problem not specifically attributable to CACIB.
- 7.7 You acknowledge that the provision of the CACIB API involves information and communications being transmitted over a network which may be accessible by third parties or otherwise insecure, that any information or communications transmitted over the CACIB API may be intercepted or accessed by unauthorised persons, may not be received by CACIB or may not be received in the form transmitted and therefore your use of the CACIB API and entering into of Transactions via the CACIB API is done at your sole risk. Neither CACIB nor any Third Party Licensor shall be liable for any Losses whatsoever incurred or suffered by you as a result of any such interception, security breaches, unauthorised access or related communication failures or malfunctions.
- 7.8 Instructions or orders that you may enter via the CACIB API may be routed or transmitted to, by or through a third party, a third party system, platform or service. Neither CACIB nor any of its Representatives will be responsible for any Losses incurred or suffered by you as a result of delays or errors in such other third party system, platform or service reading, transmitting, processing or executing such instructions or orders or failing to read, transmit, process or execute such instructions or orders.

8 CHANGES TO THE CACIB API

- 8.1 CACIB may at any time for any reason and with or without notice to you: (i) change or discontinue the CACIB API, the Platform or the Data (including removing your access to the CACIB API or imposing fees for access to and use of the CACIB API, the Platform or the Data); (ii) change the software or hardware requirements for accessing and using the CACIB API; (iii) change the permitted uses of the CACIB API; and/or (iv) change any of the benefits or features provided in connection with the use of the CACIB API.
- 8.2 Notwithstanding any other provision in these API Terms, CACIB has no obligation to provide, maintain, update, correct or remove the CACIB API or any Data or any other information or materials made available to you via the CACIB API, the Platform or otherwise.

9 COMPLIANCE MONITORING & CO-OPERATION

- 9.1 You acknowledge that CACIB may monitor or audit your use of the CACIB API, the Platform and/or the Data in accordance with applicable laws and regulations. You will not seek to block or otherwise interfere with any such monitoring or audit.
- 9.2 You shall provide all reasonable co-operation and assistance to CACIB (including providing any documentation or information (including electronic records) as CACIB may reasonably require): (i) to enable CACIB to comply with its regulatory requirements and legal obligations; or (ii) in the event of an inquiry or investigation initiated by CACIB, an exchange or a regulatory body in respect of your access to and use of the CACIB API.
- 9.3 You will notify us in writing within 30 days of any material change in the validity of, or information contained in, any information that you have previously provided to CACIB pursuant to Clause 9.2.

10 SUSPENSION RIGHTS

Notwithstanding any other provision in these API Terms and without prejudice to CACIB's other rights or remedies, CACIB may, in its sole discretion, at any time and without cause or prior notice, discontinue, revoke, cancel, suspend, withdraw or restrict with immediate effect, your access to or use of the CACIB API, the Platform and/or the Data (in whole or in part). You hereby release CACIB (and any CACIB Affiliate) from any and all claims, actions, suits, demands and/or any and all other liabilities arising in connection with or related to any suspension or cancellation of your access to or use of the CACIB API, the Platform and/or the Data under this Clause 10.

11 TRANSACTIONS

- 11.1 You shall perform your obligations relating to each Transaction in accordance with the terms thereof and the Transaction Terms.

- 11.2 You shall be bound by, and shall comply with, such user guidelines or trading rules applicable to your access to and/or use of the CACIB API, the Platform and the Data as are published via the CACIB API, on the Platform, or in the Data or notified to you from time to time.
- 11.3 The Data made available via the CACIB API 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 Platform; (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 Platform or otherwise. Your access to and use of the CACIB API or the Platform and your receipt of the Data does not create any obligation on CACIB (or any of its Affiliates) to enter into Transactions with you.
- 11.4 CACIB may, at its absolute discretion at any time and with or without prior notice, bar, set limits and/or other parameters on the trading you may conduct through the CACIB API and the Platform which may include limits in respect of the maximum number of or value of Transactions you may conduct and/or the use of multi-hit protection technology and CACIB may at any time, without reason or prior notice, amend such limits. Neither CACIB nor any of its Representatives shall be responsible for monitoring your own trading parameters, limits or other conditions.
- 11.5 CACIB has no obligation to quote a price with respect to any product you wish to trade through the Platform or to execute or cancel all or any part of a Transaction that you seek to execute or cancel. CACIB has no responsibility or liability for transmissions that are inaccurate or not received by CACIB or by you and may execute any Transaction on the terms actually received by CACIB through the Platform.
- 11.6 You shall be bound by and liable for, all transmissions, orders, instructions, requests or other communications and all Transactions executed through the Platform, whether or not such Transactions were in fact authorised by and/or made by you and whether or not CACIB acknowledged receipt of any such transmission, order, instruction, request or communication.
- 11.7 The prices transmitted by CACIB via the CACIB API as part of the Data will remain in effect until updated by CACIB at any time without notice. Such a price does not constitute an offer or commitment by CACIB to enter into a trade at such price. CACIB makes no representation as to whether such prices reflect prevailing market rates.
- 11.8 A Transaction will be deemed to have been entered into between you and CACIB at the price provided by CACIB through the CACIB API only when CACIB sends you a notification that CACIB has accepted your request for execution of a Transaction at that price, regardless of whether or not you receive such notification.
- 11.9 You agree that you shall use any Data transmitted by via the CACIB API solely for the purpose of entering into Transactions with CACIB and will not disseminate or otherwise distribute, sell or make available or disclose such Data for any other purpose without CACIB's prior written consent.
- 11.10 You acknowledge that contracts may be validly made electronically and hereby expressly waive 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 CACIB API) on the grounds that the contract was made electronically.
- 11.11 You acknowledge that CACIB and its Affiliates engage in a variety of financial services activities in various markets for its own proprietary accounts or with or on behalf of other clients of CACIB and its 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. You acknowledge and agree that CACIB may enter into Transactions with other clients at prices different from the prices communicated to you via the CACIB API.
- 11.12 Through the use of the CACIB API and the Platform, you expressly agree that CACIB will execute orders outside an EEA regulated market, Multilateral Trading Facility or Organized Trading Venue. You acknowledge that this express agreement is a condition for the use of the CACIB API and the Platform.
- 12 INTELLECTUAL PROPERTY RIGHTS**
- 12.1 You acknowledge that all Intellectual Property Rights ("IPR") in the CACIB API, the Platform, and the Data are owned by CACIB or its licensors. Nothing in these API Terms will affect ownership of pre-existing IPR in the CACIB API, the Platform or the Data. You agree that all such Intellectual Property Rights shall at all times vest in CACIB, or, where applicable, the relevant Third Party Licensor, and you shall protect and not violate those Intellectual Property Rights and shall, at your own expense, do such acts and things and execute such documents as CACIB, or any Third Party Licensor, may reasonably require in order to protect those Intellectual Property Rights.
- 12.2 You shall promptly notify CACIB of any actual or threatened misappropriation of any Intellectual Property Rights in the CACIB API, the Platform and/or the Data.

12.3 You may make and retain copies, solely for your internal use, of any Data produced by or made available via the CACIB API provided that you comply with all copyright and other proprietary notices and disclaimers and, without limiting your obligations of confidentiality under Clause 14, do not disclose such Data to third parties, except as required by applicable laws or regulations.

13 PROTECTION OF PERSONAL DATA

13.1 For the purposes of this Clause 13:

13.1.1 the following terms shall have the meanings set out below:

- (a) "Data Protection Legislation" means (i) the GDPR; (ii) any legislation in force from time to time which implements or is related to the European Community's Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iii) any applicable legislation in force from time to time relating to privacy or the processing of Personal Data;
- (b) "GDPR" means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; and
- (c) "Personal Data" has the meaning given to that term in Data Protection Legislation; and

13.1.2 the terms "data subject", "process", "data controller" and "consent" shall have the meaning given to such terms in the Data Protection Legislation. CACIB is the data controller in respect of the Data Protection Legislation. Data subjects have access rights under the Data Protection Legislation and any access requests shall be sent to jetstream@ca-cib.com with the subject line "Data Access Request".

13.2 In order to access and use the CACIB API, you agree to provide CACIB or any Third Party Licensor with all information CACIB or such Third Party Licensor may reasonably request. CACIB may in its sole discretion use any such information to comply with its regulatory requirements and legal obligations.

13.3 CACIB may collect and process data about you including, any transmission, order, Transaction, Personal Data (such as e-mail address, phone number, computer details such as IP address, operating system), documents, instructions, helpdesk queries and other materials that may be provided to CACIB in the course of access to and/or use of the CACIB API or the Platform or in other communications with CACIB, including calls, text, instant messages and emails and details of your use of the CACIB API or the Platform (collectively, the "Collected Data").

13.4 You acknowledge that CACIB may use any such Collected Data in its legitimate interests: (i) to identify a user; (ii) to operate the CACIB API or the Platform (including in connection with improvements to the performance, services and content of the CACIB API and the Platform); (iii) to monitor the use of the CACIB API or the Platform; (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 you with information, products or services that you may request; and (vi) to comply with applicable laws and regulations.

13.5 You warrant that you are aware of the provisions in Clauses 13.3 and 13.4 (including with respect to the processing of Personal Data as contemplated in Clause 13.4 above) and you shall only provide CACIB with such Personal Data in compliance with Data Protection Legislation.

13.6 The Collected Data may be transferred to, and stored within, the CACIB group or to a Third Party Licensor including within jurisdictions outside the European Economic Area ("EEA"). Collected Data may also be processed by staff operating outside the EEA who work for CACIB, for one of its Affiliates or for one or more of the suppliers of CACIB. Such staff may be engaged in, among other things, the fulfilment of any request a user makes, the processing of payments and the provision of support services in connection with the CACIB API, the Data, the Platform and/or Transactions effected through it. CACIB will take all reasonable steps to carry out such processing activities in accordance with Data Protection Legislation.

14 CONFIDENTIALITY

14.1 All Data, Collected Data and information exchanged between you and CACIB in connection with the CACIB API, the Platform or any Transaction is confidential and, save to the extent provided in Clause 13.6 above, shall not be disclosed to any third party except as required to enable CACIB to provide the CACIB API and operate the Platform 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 Clause 13.6 and this Clause 14, CACIB may disclose such information to *Crédit Agricole S.A.* or any of its Affiliates, to Third Party Licensors (and their service providers) and to CACIB's service providers and professional advisers.

14.2 You may be given access to certain non-public information (including the Data), software, and specifications relating to the CACIB API, the Platform and/or Transactions ("Confidential Information"), which is confidential and proprietary to CACIB. You may use the Confidential Information only to the extent necessary to exercise your rights and comply with your obligations under these API Terms. You may not disclose any Confidential Information to any third party without CACIB's prior written consent. You will ensure that all Confidential Information is protected from unauthorised use, access, or disclosure at all times. The confidentiality obligations in this Clause 14 will continue in force for 3 years after the API Terms are terminated.

15 LIMITATION OF LIABILITY & INDEMNITY

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

15.2 Subject to Clause 15.1, the aggregate liability of CACIB and its Representatives under or in connection with these API Terms or in any way connected to the use of the CACIB API, the Platform or the Data, whether arising in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall not exceed £15,000.

15.3 Subject to Clause 15.1, neither CACIB 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) trading losses; (iv) loss of, or damage to, information, hardware, software, systems, or loss of or corruption of data; (v) interruption to business; (vi) damage to goodwill or reputation; or (vii) indirect, consequential or special loss or damage of any kind, howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

15.4 You will on demand indemnify, defend and hold harmless CACIB and its Representatives from and against:

15.4.1 any and all threatened or actual claims, actions, suits and demands (collectively, "Claims") and any and all resulting Losses which are brought by:

- (a) any person to whom you give access to or use of the CACIB API, the Platform or the Data in connection with or related to their access to or use of the CACIB API, the Platform or the Data (including any of their components) and/or any act or omission by you;
- (b) any of your clients for any act or omission related to the CACIB API, the Platform or the Data (including any of their components) and/or any act or omission by you; or
- (c) any person bringing a Claim on behalf of any such person described in Clauses 15.4.1(a) or 15.4.1(b); and

15.4.2 any and all third party Claims and all Losses which arise out of or are related to:

- (a) your breach of any of your representations, warranties or covenants in these API Terms or a breach by any person to whom you give access to or use of the CACIB API, the Platform or the Data of any such representations, warranties or covenants to the extent that such breach by that person would have constituted a breach of these API Terms by you if such breach were made by you;
- (b) any negligent act or omission or any misconduct by you or that of any person to whom you give access to or use of the CACIB API, the Platform or the Data; or
- (c) the violation of any law or regulation by you or by any person to whom you give access to or use of the CACIB API, the Platform or the Data.

16 WARRANTIES AND DISCLAIMERS

16.1 These API Terms set out the full extent of the obligations and liabilities of CACIB and its Representatives in respect of the CACIB API. Except as otherwise expressly stated in these API 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 CACIB API, the Platform and the Data and any other information or materials made available to you in connection with these API 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 CACIB API, the Platform and/or the Data with respect to their quality, accuracy, reliability, performance, completeness, timeliness, continued availability or up-time, or any term that the CACIB API, the Platform and the Data shall be free of all errors or perform any desired operations or functions.

16.2 Without limiting Clause 16.1, neither CACIB nor any of its Representatives make 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 you agree that CACIB and its Representatives shall not be liable to you on the basis of or in connection with: (i) any errors or omissions in the Data; (ii) your reliance, or the reliance of any other person, on, or use of, the Data; or (iii) a failure of CACIB or any of its Representatives to provide or make available any information or documentation via the CACIB API. Neither CACIB nor any of its Representatives will have any obligation to verify, correct, complete or update any Data or other information communicated via the CACIB API.

16.3 You acknowledge that the CACIB API, the Platform and the Data have not been developed to meet your individual requirements and that it is your sole responsibility prior to using the CACIB API and executing any Transactions to ensure that the functions of the CACIB API meet your requirements.

16.4 You represent and warrant to CACIB and its Representatives that:

16.4.1 you have the power and authority, and have taken all actions and obtained all consents, approvals and authorisations necessary, to accept and perform your obligations under these API Terms, to use the CACIB API and the Data and to use the Platform including for the purpose of entering into Transactions;

16.4.2 these API Terms will create obligations which are legal, valid and binding on you and enforceable in accordance with their terms;

16.4.3 you shall not access or use the CACIB API or the Platform or Data unless you are a resident of and are physically located in a jurisdiction where access to and use of the same does not contravene any applicable law, rule or regulation of such jurisdiction;

16.4.4 you will only make use of the CACIB API, the Platform and the Data in accordance with these API Terms and the Transaction Terms (in each case, as may be amended from time to time) and you will at all times comply with all laws, rules and regulations relating to the use of the CACIB API, the Platform, the Data and effecting Transactions through the Platform via the CACIB API;

16.4.5 you have the knowledge, experience and expertise required to understand and assess the Data and understand the merits and risks inherent in and the suitability of the Transactions that may be effected through the Platform via the CACIB API; and

16.4.6 you have made your own independent decisions or sought appropriate financial, legal, tax, accounting or regulatory advice regarding your use of the CACIB API, the Platform and the Data in order to enter into Transactions and you have not relied on CACIB nor any of its Representatives for advice or recommendations.

16.5 You acknowledge and agree that neither CACIB nor any of its Representatives have provided any investment advice or given any recommendations to you with regard to the CACIB API, the Platform, the Data nor any Transaction.

16.6 All representations and warranties given by you to CACIB and its Representatives shall be deemed to be repeated by you each time you access or use the CACIB API or any Transaction is entered into.

17 TERMINATION

17.1 CACIB, in its sole discretion, may with immediate effect terminate these API Terms at any time and without reason. You acknowledge that CACIB will not be liable to you for any damages resulting solely from its termination of these API Terms.

17.2 You may terminate these API Terms at any time and without reason on 30 days' written notice to CACIB.

17.3 Upon termination of these API Terms for whatever reason, you shall immediately cease to use the CACIB API, the Platform and the Data and the licence granted by CACIB in Clause 4 (Grant of Licence) shall cease with immediate effect.

17.4 The termination of these API Terms shall be without prejudice to any accrued rights and obligations under these API 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 15 (Limitation of Liability and Indemnity), 14 (Confidentiality), 19 (General) and this Clause 17 (Termination), which shall survive termination of these API Terms.

18 SUPPORT

If you require technical support in relation to any aspect of the CACIB API, you may contact the CACIB eFX support team at EFXSupport@ca-cib.com or +44 20 7214 6900 (London), +1(212) 261 4016 (New York) or +852

2826 9875 (Hong Kong). You will be solely responsible (at your own expense) for all support queries and issues relating to your IT System (including technical support in connection with your access to and use of the CACIB API via your IT System).

19 GENERAL

- 19.1 These API Terms constitute the entire understanding between the parties regarding its subject matter and supersedes all proposals and other representations, statements and undertakings, in each case, verbal or written, relating to the subject matter. In accepting these API Terms, you have not relied on, and will have no remedy in respect of, any statement, warranty or representation (except in the case of fraud) made by CACIB or any of its Representatives save as expressly set out in these API Terms.
- 19.2 If any provision of these API 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 API Terms will not be affected or impaired.
- 19.3 Assignment
- 19.3.1 CACIB may at any time assign or transfer any of its rights and obligations under these API Terms to any of its Affiliates.
- 19.3.2 You agree not to assign, novate or otherwise transfer any of your rights and/or obligations under these API Terms without CACIB's prior written consent.
- 19.4 A failure by CACIB to enforce or to exercise any provision of these API Terms does not constitute a waiver of such provision and shall in no way affect CACIB's right later to enforce or to exercise it.
- 19.5 CACIB shall not be liable to you for any delay or non-performance of its obligations under these API 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.
- 19.6 These API Terms do not create a relationship of employee/employer, partnership, association or trust between the parties. The parties agree that their relationship is one of independent contractors.
- 19.7 Any notice or other communication in connection with these API Terms may be given by post or email to the address then most recently notified by the recipient to the sender.
- 19.8 The parties 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 API Terms.
- 19.9 Except in relation to any rights of a regulatory authority and the CACIB Representatives (who shall be permitted to enforce these API Terms as if they were a party to them), a person who is not a party to these API Terms has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any provision of or enjoy any benefit under these API Terms.
- 19.10 The API Terms and any dispute or claim out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the API Terms.