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Please read these terms of use carefully. They constitute a binding agreement with Citigroup Global Markets, pursuant to which Citi Velocity is made available to your Firm and to you individually, acting on behalf of your Firm, and set out important guidelines for use.

CITI VELOCITYSM SERVICE TERMS OF USE

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You agree that these Terms of Use and any Instructions (as defined below) hereunder will be deemed to be “in writing” and to have been “signed” for all purposes, that you will not contest the legally binding nature, validity or enforceability of these Terms of Use or any Instruction based on the fact that it has been executed or transmitted electronically, and that any record of any Instruction and of your acceptance of these Terms of Use will, if introduced as evidence in any legal proceeding, be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

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You are responsible for ensuring that you may lawfully access and use all services and content offered on or through the Citi Velocity Website and the Licensed Application. Further, if you wish to effect a transaction or utilize any other services through Citi Velocity, you must do so only through the Citigroup Global Markets affiliate authorized to effect such a transaction or provide such services to you under Applicable Law. Citigroup Global Markets will presume, and you are deemed to represent, that all Instructions (as defined below) from you will originate from the jurisdiction associated with you in our records (your “**Jurisdiction**”).

If you are located in one of the jurisdictions identified in the [Country Annexes](#), or if you are transacting with Citigroup Global Markets in one of the listed jurisdictions, the additional terms in the Country Annexes specified for that jurisdiction apply to you. In the event of a conflict between the terms in the Country Annexes and these Terms of Use, the terms in the Country Annexes will prevail solely with respect to the applicable jurisdiction.

Citigroup Global Markets may from time to time amend the Country Annexes, to add or change terms for a specific jurisdiction or to add terms with respect to new jurisdictions.

Citigroup Global Markets retains full right to assess your eligibility and deny you access to use Citi Velocity at any time and at its sole discretion.

IV. ACCESS TO AND USE OF CITI VELOCITY; SECURITY

Subject to these Terms of Use, Citigroup Global Markets grants you a non-exclusive, revocable and non-transferable license to access and use Citi Velocity in accordance with these Terms of Use.

Citigroup Global Markets does not guarantee that access and use will be available to you at a particular time. In addition, your browser may need to be compatible with and/or accept certain technologies or applications (*e.g.*, cookies) in order for Citi Velocity to perform fully.

Citigroup Global Markets may suspend or restrict access by either you as an individual user or by your Firm to Citi Velocity for any reason, and may modify, suspend, or terminate Citi Velocity (or any portion or feature thereof) and Citi Velocity Content, with or without notice, in its sole discretion.

By using Citi Velocity, you represent and warrant on a continuing basis that:

- your Firm qualifies as an institutional or non-private customer of an appropriate Citigroup Global Markets affiliate under Applicable Law in your Jurisdiction and your Firm is authorized under Applicable Law and by Citigroup Global Markets to access and use Citi Velocity;
- your Firm will permit access to Citi Velocity only to persons who are authorized to act for your Firm in accordance with your Firm’s relevant policies and procedures, and who are authorized by Citigroup Global Markets to use Citi Velocity (“**Authorized Users**”);
- you, as an individual user, are an Authorized User and are using Citi Velocity only within the scope of your employment at your Firm and only with the authorization of your Firm;
- your Firm will be responsible for the conduct of its users, whether authorized or unauthorized, including you, on Citi Velocity, and such use of Citi Velocity by your Firm’s users will be binding on your Firm;
- you and your Firm shall use Citi Velocity for internal business purposes only and only in conformity with these Terms of Use (as the same may be amended from time to time), Applicable Law and any other rules, terms and conditions governing use of Citi Velocity and the conduct of transactions disclosed to you from time to time electronically or otherwise;
- your Firm has in place all security systems and procedures required to prevent unauthorized use or misuse of Citi Velocity and will ensure that its Authorized Users and all other employees comply with all such security measures;

- you as an individual user and your Firm have obtained and will maintain all authorizations and approvals required under Applicable Law for you and it to access and use Citi Velocity, enter into any transactions through Citi Velocity, and perform your and its obligations under those transactions and these Terms of Use; and
- you as an individual user are authorized by your Firm to agree to these Terms of Use on your Firm's behalf and your agreement to these Terms of Use is a valid and binding agreement on your Firm.

Access to Citi Velocity is subject to such identity verification, passwords and other security procedures (collectively "**Security Procedures**") as Citigroup Global Markets may in its sole discretion set out from time to time. You will safeguard the Security Procedures assigned to you, and not permit any other party to access Citi Velocity using your Security Procedures. You will not alter, delete, disable or otherwise circumvent any Security Procedure or assist any other party to do so. Citigroup Global Markets may rely on the fact that any communication made using the Security Procedures assigned to you is authentic and emanates from and is authorized by you.

Your Firm will provide to Citigroup Global Markets and keep current all information Citigroup Global Markets requires from time to time with respect to your Firm and each user at your Firm with access to Citi Velocity, including your e-mail or electronic address. You as an individual user and your Firm agree to be responsible for all equipment and software used by you and your Firm, and for all administrative functions (*e.g.*, password maintenance, record keeping, data file backups, quality control for inputting or transmitting data) related to access to and the use of Citi Velocity. You will comply with instructions from Citigroup Global Markets from time to time regarding your access to or use of Citi Velocity.

Your Firm agrees to notify Citigroup Global Markets immediately if the access available to an Authorized User is not appropriate, or of any changes in Authorized Users or the permissible level of access for any Authorized User.

You will not knowingly or negligently introduce or permit, and will use appropriate security measures to prevent the introduction of any computer viruses, worms, or other harmful codes into Citi Velocity.

You may not access information or applications that you have not been authorized to access and/or use (whether by Citigroup Global Markets, your Firm, or Applicable Law) and, if you inadvertently gain such access, you may not use or disseminate any such information or applications.

You agree to promptly notify Citigroup Global Markets if you become aware of any breach of these Terms of Use or have reason to believe access to Citi Velocity (including with respect to the Security Procedures) has been compromised or misused in any way.

V. INSTRUCTIONS; TRADING

Instructions

You are responsible for all instructions or other communications (including orders) through Citi Velocity associated with your identity and/or the Security Procedures assigned to you ("**Instructions**"). All Instructions will be transmitted electronically through Citi Velocity and shall be valid and binding on you. Citigroup Global Markets may, in its sole discretion, rely on any oral Instruction it reasonably believes to be transmitted by an Authorized User or your Firm and such Instruction shall be valid and binding on you.

You transmit Instructions to Citigroup Global Markets at your own risk. Citigroup Global Markets shall not be required to confirm any Instruction prior to processing such Instruction. Any Instruction will not be deemed accepted until an acknowledgement of that Instruction is transmitted by Citigroup Global Markets to you.

Citigroup Global Markets, in its sole discretion and without liability, may refuse to act on any Instruction, and may from time to time restrict trading in certain financial instruments.

You represent and warrant on a continuing basis that:

- your Firm will be liable as a principal in respect of all transactions entered into through Citi Velocity;

- each Instruction originates from the location (including state, province or other jurisdiction) that is associated with you on our records;
- each Instruction is and will be: (i) appropriate in view of your sophistication and expertise as an individual user, as well as that of your Firm and its Authorized Users, security controls and financial status; (ii) in compliance with Applicable Law; and (iii) conducted in accordance with your Firm's applicable governance requirements and all applicable internal policies or procedures; and
- you will make all trading decisions solely on the basis of your independent evaluation of relevant factors, including the economic features of the financial instrument involved, the complexity of the financial instrument, the associated market, credit and currency risks, and tax considerations.

You acknowledge that legal and tax considerations, margin requirements, commissions and other transaction costs may affect the economic consequences of the transactions effected by you on Citi Velocity and agree that you are responsible for reviewing such requirements and costs with appropriate legal, business, tax and accounting advisors.

Citigroup Global Markets does not and will not provide individualized investment advice or recommendations through Citi Velocity. Citigroup Global Markets has no responsibility for your compliance with any rule applicable to you that limits your authority to send orders to Citigroup Global Markets or that relates to the suitability of any such orders, and Citigroup Global Markets has no duty to advise on the merits or suitability of any investment business entered into by you or contemplated by you.

Automatic Execution; Cancel and Correct

All transactions you effect on Citi Velocity will be subject to the system specifications as they are posted on Citi Velocity from time to time. By using Citi Velocity, you acknowledge that you have technological know-how, qualifications and capacity sufficient to access and use Citi Velocity in accordance with the terms hereof and such system specifications. Furthermore, you acknowledge and agree that to the extent and in the manner provided in the system specifications, orders placed through Citi Velocity will be executed automatically by Citigroup Global Markets. You further acknowledge and agree that once an order is executed on Citi Velocity it is not possible to cancel the order or to correct the order through Citi Velocity. If you have placed an order in error or in the event of any dispute in connection with an order placed through Citi Velocity, please contact your Citigroup Global Markets account representative as soon as possible.

CITIGROUP GLOBAL MARKETS SHALL HAVE NO LIABILITY TO YOU, YOUR FIRM OR ANY THIRD PARTY FOR LOSS OR DAMAGE OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE TRANSACTION EXECUTION FEATURES OF CITI VELOCITY, THE FAILURE TO CARRY OUT ANY SUBSEQUENT INSTRUCTIONS TO CANCEL OR CORRECT A TRANSACTION OR THE USE OR LACK OF ANY ELECTRONIC FILTERS ON CITI VELOCITY, WHETHER LOSS OF PROFITS, LOSS OF DATA, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, EVEN IF CITIGROUP GLOBAL MARKETS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

No Public Offering

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Certain Citi Velocity applications may contain calculators or other analytical tools (collectively, "Calculators") to facilitate your consideration of hypothetical scenarios. Citigroup Global Markets makes no representation or warranty regarding Calculators, or the utility or accuracy of calculations or results they generate, which present only a range of possible outcomes and are not guarantees of future results. Citigroup Global Markets will not be responsible or liable for any damages that arise from your use of, or reliance on, any Calculator or the results generated by it.

Citi Velocity may offer facilities for calculating or otherwise indicating basis or hedge trades in connection with other transactions in securities. You are responsible for independently evaluating any basis or hedge trades indicated by such facilities, and Citigroup Global Markets makes no representation or warranty in respect of the processes utilized to calculate such trades or the performance of any transactions involving basis or hedge trades indicated by such facilities.

Settlement and Payment

Your Firm will be responsible for the due performance of every transaction that Citigroup Global Markets enters into with or for you.

Citigroup Global Markets' obligation to settle any transaction is conditional upon Citigroup Global Markets' receipt on or before the due date for settlement (or satisfactory confirmation of such receipt by Citigroup Global Markets' settlement agents) of all necessary documents, funds or financial instruments due to be delivered by you or on your behalf on such due date.

Your Firm agrees to pay all amounts payable by you in respect of any transactions effected for your account or otherwise payable by you as they become due regardless of any right of equity, set-off or counterclaim that you may have against Citigroup Global Markets and free and clear of, and without withholding or deduction for, any taxes of whatever nature, unless required by law.

It is your Firm's absolute, unconditional and unassignable obligation, in respect of each transaction, to make and ensure timely delivery of the subject financial instruments and funds, as well as any required payment of interest and/or other distributions. If you fail to make timely delivery of the relevant financial instruments or funds, and without limiting the foregoing, or any other rights or remedies Citigroup Global Markets may have, you authorize Citigroup Global Markets to exercise all rights and remedies in accordance with Applicable Law, and your Firm agrees promptly to pay any losses, commissions, fees or other charges, including interest, incurred by Citigroup Global Markets in connection therewith. Such interest will be at the rate customarily charged by Citigroup Global Markets and be payable on demand and may be deducted by Citigroup Global Markets from any amount due to your Firm from Citigroup Global Markets, or debited from any account Citigroup Global Markets holds in your Firm's name.

Charges, Fees and Taxes

Your Firm is responsible to Citigroup Global Markets for its commissions, charges and fees, if any, for services furnished through Citi Velocity, in amounts as agreed between you and Citigroup Global Markets or as Citigroup Global Markets notifies you from time to time.

Your Firm will also pay applicable market, clearing agency or clearing firm fees or charges in connection with Citigroup Global Markets' services to you. Citigroup Global Markets may share any charges with affiliates or other third parties or receive remuneration from them in respect of transactions carried out on Citigroup Global Markets' behalf or by Citigroup Global Markets on your behalf.

Your Firm will be liable for the payment upon demand of any obligations owing in respect of Citi Velocity Product, including the reasonable costs incurred in collecting such amounts.

Citigroup Global Markets may debit at any time any accounts it holds in your Firm's name to pay such obligations, commissions, fees, interest and taxes.

All sums payable by you are exclusive of all applicable taxes. You shall at all times be responsible for payment of all taxes arising out of your use of Citi Velocity and any transaction conducted through Citi Velocity (including, without limitation, sales tax, use tax, value-added or similar taxes, but excluding taxes based on Citigroup Global Markets' net income) and for the making of all claims in relation thereto, including filing tax returns, and for providing the relevant tax authorities with all necessary information in relation thereto and in relation to any services provided, or transactions carried out, for you.

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The [Market Data Addendum](#) attached at the end of these Terms of Use contains additional terms of use applicable to use of Market Data from certain sources.

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The circumstances in which such a conflict of interest or duty may arise include, but are not limited to, the following:

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- For the Products, Citigroup Affiliates may make a market, may sell to or buy from customers on a principal basis and, within the past three years, may have acted as a manager or co-manager of a public or private offering;
- Citigroup Affiliates, or any individuals preparing Citi Velocity Content, may at any time have a position in any of the currencies, financial instruments, securities, options or derivatives mentioned in Citi Velocity, or issued by any of the companies or other issuers mentioned in Citi Velocity, and such positions may be inconsistent or adverse to the positions you have taken through Citi Velocity;
- An employee of a Citigroup Affiliate may be a director of a company mentioned in Citi Velocity; and
- Citigroup Affiliates may undertake proprietary activities, including hedging transactions, related to transactions with or for you that may be inconsistent or adversely affect the market price, rate, index, value or other market factors in relation to the transaction you have entered into.

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**X. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT
RELATING TO THE ACTIVITIES OF SERVICE PROVIDERS
DESIGNATED AGENT**

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Service Provider(s): Citigroup Inc. and its affiliates.

Designated to Receive Notification of Claimed Infringement:

Name: Edward E. Niehoff, General Counsel, Operations & Technology

Address: Citigroup Inc.
One Court Square, 45th Floor
Long Island City, New York 11120

Email: infringementnotice@citi.com

Telephone: (718) 248-2606

FAX: (718) 248-2720

NOTE: ALTHOUGH NOT REQUIRED, IT IS RECOMMENDED THAT NOTIFICATIONS BE SENT BOTH BY FAX AND BY EMAIL AND THAT ANY EMAIL NOTIFICATION INCLUDE "NOTICE OF ALLEGED SERVICE PROVIDER INFRINGEMENT" IN THE SUBJECT LINE OF THE EMAIL.

This contact information is provided only for the purposes stated above. We cannot respond to other inquiries, such as requests, to open or service accounts or otherwise conduct business with Citigroup Inc. or Citigroup Global Markets.

XI. USE OF ROBOTS AND SPIDERS

You agree not to use or attempt to use any spider, robot, scraper, data miner, offline reader, or any other program, device, algorithm, process, or methodology to access, acquire, copy, monitor, or engage in any other activity on Citi Velocity or pages, data or content found on Citi Velocity, and you agree to comply with the instructions set out in any robots.txt file present on Citi Velocity.

XII. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

CITI VELOCITY AND THE CITI VELOCITY CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." CITIGROUP GLOBAL MARKETS AND ITS AFFILIATES AND ANY THIRD PARTY CONNECTED WITH THE SERVICES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY (INCLUDING WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUSES) AS TO CITI VELOCITY, CITI VELOCITY CONTENT OR ANY OTHER MATTER.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU EXPRESSLY AND IRREVOCABLY WAIVE THE PROVISIONS OF ANY CONSUMER PROTECTION LAWS OR ANY IMPLIED WARRANTIES OR SIMILAR PROTECTIONS UNDER STATUTE THAT MIGHT BE CLAIMED TO APPLY TO CITI VELOCITY OR CITI VELOCITY CONTENT.

CITIGROUP GLOBAL MARKETS SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OF CONFIDENTIALITY REGARDING ANY INFORMATION YOU MAY SUBMIT THROUGH THE CITI VELOCITY WEBSITE OR THE LICENSED APPLICATION EXCEPT AS AGREED BY CITIGROUP GLOBAL MARKETS OR THE CITIGROUP GLOBAL MARKETS AFFILIATE HAVING THE DIRECT CUSTOMER RELATIONSHIP WITH YOU OR AS OTHERWISE SPECIFICALLY AGREED OR REQUIRED BY LAW.

CITIGROUP GLOBAL MARKETS DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF CITI VELOCITY OR OF CITI VELOCITY CONTENT. CITIGROUP GLOBAL MARKETS AND ALL THIRD PARTY DATA PROVIDERS DISCLAIM ANY OBLIGATION TO KEEP THE INFORMATION AVAILABLE ON OR THROUGH CITI VELOCITY UP-TO-DATE OR FREE OF ERRORS, OMISSIONS OR VIRUSES OR TO MAINTAIN UNINTERRUPTED SERVICE OR ACCESS. CITIGROUP GLOBAL MARKETS DOES NOT UNDERTAKE TO CORRECT OR NOTIFY YOU OF ANY ERROR OR OMISSIONS IN THE INFORMATION DISPLAYED ON OR THROUGH CITI VELOCITY OF WHICH IT MAY BECOME AWARE AT ANY TIME OR TO NOTIFY YOU OF ANY CHANGES IN ANY INFORMATION OR METHODOLOGIES INCORPORATED IN SUCH INFORMATION. CITIGROUP GLOBAL MARKETS HAS NO OBLIGATION TO MAINTAIN PARTICULAR HOURS OF OPERATION AND CITIGROUP GLOBAL MARKETS MAY STOP PRODUCING, PROVIDING OR UPDATING ALL OR ANY PART OF CITI VELOCITY OR CITI VELOCITY CONTENT WITHOUT NOTICE.

YOU ACKNOWLEDGE THAT ELECTRONIC ACCESS TO SYSTEMS THROUGH THE INTERNET OR OTHER NETWORKS, WHETHER PUBLIC OR PRIVATE, MAY NOT BE SECURE OR MAY RESULT IN COMMUNICATION DELAYS OR FAILURES. CITIGROUP GLOBAL MARKETS DISCLAIMS ALL LIABILITY FOR ANY SECURITY BREACH OR ANY SUCH COMMUNICATION DELAY OR FAILURE THAT DOES NOT RESULT FROM CITIGROUP GLOBAL MARKETS' FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

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TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS OF USE, NEITHER CITIGROUP GLOBAL MARKETS NOR ANY OF CITIGROUP GLOBAL MARKETS' LICENSORS OR THIRD-PARTY INFORMATION OR SERVICE PROVIDERS SHALL HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR LOSS OR DAMAGE OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH, THE PROVISION OR USE OF (OR ANY INABILITY TO USE) CITI VELOCITY OR CITI VELOCITY CONTENT, OR YOUR ACCESS OR USE OF (OR ANY INABILITY TO ACCESS OR USE) ANY LINKED SITE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, WHETHER LOSS OF PROFITS, LOSS OF DATA, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, EVEN IF CITIGROUP GLOBAL MARKETS OR SUCH THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

THE EXCHANGES AND OTHER DATA PROVIDERS TO WHICH CITIGROUP GLOBAL MARKETS PROVIDES ACCESS HEREUNDER, THEIR HOLDING COMPANIES, AFFILIATES AND SUBSIDIARIES DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF THE MARKET DATA OR OTHER INFORMATION THEY PROVIDE AND WILL ACCEPT NO LIABILITY TO YOU (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS IN CONNECTION WITH SUCH MARKET DATA OR INFORMATION.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, AND EXCEPT FOR CITIGROUP GLOBAL MARKETS' WILLFUL MISCONDUCT, THE MAXIMUM AGGREGATE LIABILITY OF CITIGROUP GLOBAL MARKETS UNDER THIS AGREEMENT AND WITH RESPECT TO THE PRODUCTS AND SERVICES WILL NOT EXCEED U.S. \$10,000. IN STATES WHERE SUCH LIMITATIONS ON LIABILITY ARE NOT PERMITTED, CITIGROUP GLOBAL MARKETS' LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

INVESTMENT SERVICES ARE NOT BANK DEPOSITS OR INSURED BY THE FDIC OR OTHER ENTITY, AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL AMOUNT INVESTED.

BY IDENTIFYING A DEVICE AS AN ELIGIBLE DEVICE FOR USE WITH THE APPLICATION, CITIGROUP GLOBAL MARKETS DOES NOT RECOMMEND, ENDORSE OR MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE PERFORMANCE OR OPERATION OF SUCH DEVICE. YOU ARE RESPONSIBLE FOR THE SELECTION OF AN ELIGIBLE DEVICE AND FOR ALL ISSUES RELATING TO THE OPERATION, PERFORMANCE AND COSTS ASSOCIATED WITH SUCH DEVICE WITH YOUR TELECOMMUNICATIONS CARRIER.

XIII. INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS CITIGROUP GLOBAL MARKETS WITH RESPECT TO ANY CLAIM, DAMAGE, LOSS, COST, EXPENSE OR LIABILITY ARISING, DIRECTLY OR INDIRECTLY, FROM (1) YOUR USE OF (INCLUDING ON BEHALF OF THIRD PARTIES), OR INABILITY TO USE, CITI VELOCITY OR ANY CITI VELOCITY CONTENT, (2) ANY BREACH BY YOU OF THESE TERMS OF USE, OR (3) THE ACTIONS, INCLUDING INSTRUCTIONS, OF ANY PERSONS, AUTHORIZED OR UNAUTHORIZED, WHO GAIN ACCESS TO CITI VELOCITY THROUGH YOUR SECURITY PROCEDURES.

XIV. E-MAIL AND INSTANT MESSAGING

Citigroup Global Markets may offer e-mail links or instant messaging to you through or in connection with Citi Velocity. You shall use these media to transmit Instructions only in accordance with Applicable Law and Citigroup Global Markets policies, and you shall not use them to transmit inappropriate information, including, without limitation, information which may amount to harassment, or which may be obscene, fraudulent or defamatory.

Citigroup Global Markets shall have no liability for any decision it makes to not accept or process Instructions inappropriately transmitted through these media.

XV. USE OF DATA AND PROTECTION OF PERSONAL DATA

Your completion of Citigroup Global Markets' registration procedures for obtaining access to Citi Velocity, and your subsequent access to and use of Citi Velocity (including the Licensed Application), will provide Citigroup Global Markets with, and make available to Citigroup Global Markets, registration data and other information or data about you or about your Firm, which may include personal data or otherwise constitute personal or personally-identifiable data as defined under Applicable Law (collectively, "Personal Data"). If any Personal Data belonging to staff or customers of your Firm, or other individuals, is provided to Citigroup Global Markets by or through you (such staff, customers or other individuals being referred to as "**Data Subjects**"), you represent and warrant that such persons are aware of and, to the extent required in order for Citigroup Global Markets and its affiliates to process such Personal Data in accordance with applicable law, explicitly consent to the use of such Personal Data by any Citigroup Affiliate to the same extent as set forth in the paragraphs below. In relation to Personal Data, you agree to provide the Data Subjects with the privacy notice that can be found at https://www.citibank.com/icg/global_markets/uk_terms.jsp and you agree to provide any other any privacy notice or statement that we instruct you to provide from time to time or obtain consents from the Data Subjects in relation to our use of Personal Data (which may include the timing, form and the manner in which information is to be provided or any consent is to be obtained). You agree to indemnify Citigroup Global Markets against any loss, cost, expense or damage we incur arising out of a breach by you of the representation and warranty and/or of the obligations in the foregoing provisions of this Section XV.

Furthermore, you acknowledge, consent and agree that Citigroup Global Markets may monitor and record your use of Citi Velocity, and your use of e-mail, instant messaging and other communications in connection with Citi Velocity and that Citigroup Global Markets may monitor and record telephone conversations with you (collectively, "Usage Data"). As part of the foregoing, Citigroup Global Markets may use cookies, Flash cookies, web beacons, or other technologies on the Citi Velocity websites (including to monitor click-stream data). Citigroup Global Markets will only use cookies and other similar technology to the extent permitted under Applicable Law, including obtaining any necessary consents from you required by such Applicable Law. However, Citigroup Global Markets has no obligation to you to monitor and record such communications, and does not guarantee that recordings of any particular communications will be retained or capable of being retrieved.

In addition, your access to and use of Citi Velocity may generate certain financial, transaction and market data (collectively, "Transaction Data").

To the fullest extent permissible under Applicable Law (but subject to any limitations that may apply), Citigroup Global Markets and/or its affiliates shall be deemed the owner of any Personal Data, Usage Data, Transaction Data and any other information that you may provide or may arise when using Citi Velocity (collectively, "Velocity Data"), but shall only use such Velocity Data as permitted in these Terms of Use. None of the foregoing shall limit your ability under Applicable Law, or any other Applicable Agreement with Citigroup Global Markets to access, correct, or remove Personal Data in possession of Citigroup Global Markets.

Citigroup Global Markets employs security and retention standards in accordance with Applicable Law to safeguard your Velocity Data.

You acknowledge, consent and agree that Citigroup Global Markets may use Velocity Data to provide Citi Velocity or other services or information to you and to operate and administer Citigroup Global Markets business, including as follows:

- Citigroup Global Markets may use Velocity Data for the purpose of informing you about developments on Citi Velocity or with respect to other products or services of Citigroup Affiliates during the continuance of our relationship;
- Citigroup Global Markets may process Velocity Data and transmit it (including to places outside of the European Economic Area which have data privacy standards which are not deemed adequate under European Union standards) to any Citigroup Affiliate and/or third parties in connection with the business of any Citigroup Affiliates, including without limitation for the purposes of:
 - meeting obligations to stock exchanges, alternative trading systems, clearing and settlement agencies, government agencies and regulatory authorities, brokers, and other similar entities;
 - managing the relationship between you, your Firm and any Citigroup Affiliate;
 - complying with Applicable Law, including without limitation anti-money laundering and anti-terrorist laws and regulations (including without limitation the U.K. Proceeds of Crime Act 2002, the U.K. Terrorism Act 2000, the U.K. Terrorism Act 2006 and the U.K. Money Laundering Regulations 2007) and fighting crime;
 - assigning, sub-contracting, outsourcing or procuring goods or services for any part of the normal business functions of any Citigroup Affiliate to third parties;
 - monitoring Citigroup Global Markets' services, whether conducted by Citigroup Global Markets, any other Citigroup Affiliate or a third party;
 - communicating with credit reference and information agencies;
 - for customers of CGM Europe and to the extent data provided by such customers is subject to the data protection rules of the countries of the European Economic Area, the controller of such data will be CGMI (as defined below) or such other affiliate of CGM Europe as may be determined by CGM Europe from time to time subject to Applicable Law; and
 - any Citigroup Affiliate may do anything or disclose any matters without notice to you which Citigroup Global Markets or any such Citigroup Affiliate considers to be required by or appropriate to comply with any Applicable Law, or as required to enable any Citi Velocity service to be provided.

You acknowledge, consent and agree that Citigroup Global Markets may use Velocity Data without restriction (1) for research, analysis, sales and marketing purposes or (2) if such information is aggregated with other data or otherwise processed such that it cannot be reasonably attributed to or associated with you.

Citigroup Global Markets' obligations with respect to Velocity Data shall not apply to information which is (i) or becomes, known to the public other than through breach of these Terms of Use, (ii) rightfully received from a third party entitled to disclose it, or (iii) independently developed.

You acknowledge and agree that neither Citigroup Global Markets nor any of its affiliates rely on any agreement or consent in relation to Personal Data obtained as part of or pursuant to these Terms of Use with you as the lawful basis for processing under the European Commission Data Protection Directive (95/46/EC) and any laws implementing such Directive, the General Data Protection Regulation (EU) 2016/679 law ("GDPR") and the laws and/or regulations of any country outside the European Economic Area that are intended to provide equivalent protections for personal data (as defined in the GDPR or the nearest equivalent term under applicable data protection law and/or regulation) of data subjects (as defined in the GDPR or the nearest equivalent term under applicable data protection law and/or regulation) as the GDPR, including without limitation, the data protection laws or regulations of the United Kingdom, Guernsey, Israel, Jersey, Morocco and Switzerland.

Without limiting the foregoing provisions of this Section XV, you acknowledge and agree that further information about our use of Personal Data and data protection related matters are set out in the Citi Velocity Privacy Notice

available at <https://www.citivelocity.com/cv-content-web/storage/akpublic/eppublic/file/privacy.pdf>, (or such other url as we may notify you of from time to time) which is incorporated herein by reference, and that Personal Data concerning you may be used in any manner consistent with such Citi Velocity Privacy Notice.

The content of the Citi Velocity Privacy Notice may change or be updated from time to time and it is your responsibility to ensure you have read (and by using Citi Velocity, accept) the latest version.

XVI. COMPLIANCE WITH APPLICABLE LAW

You acknowledge and agree that Citigroup Global Markets may, in its sole discretion, take any action or refrain from taking any action (including the disclosure of any information relating to you or to your transactions with Citigroup Global Markets) which it considers necessary or appropriate to comply with Applicable Law or with the request of any court, governmental, regulatory, market authority or other relevant authority, regulatory organization or clearing agency, or to enable Citigroup Global Markets to continue to provide Citi Velocity to its users. No Citigroup Global Markets affiliate or any of its officers, directors or employees shall be liable as a result of taking or refraining from taking any such action.

In relation to your use of Citi Velocity, you agree to comply with Applicable Law, including applicable anti-money laundering and anti-terrorist financing laws, such as the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Public Law 107-56, the U.K. Proceeds of Crime Act 2002, the U.K. Terrorism Act 2000, the U.K. Terrorism Act 2006 and the U.K. Money Laundering Regulations 2007.

XVII. TERMINATION

Citigroup Global Markets may terminate this Agreement, and/or close, deactivate or block access to Citi Velocity at any time, with or without cause. You will remain liable to Citigroup Global Markets and its affiliates for any obligations incurred in respect of Citi Velocity or the Products, whether arising before or after termination. You may terminate this Agreement after paying any obligations owed, and no such termination shall invalidate any Instruction received and accepted by Citigroup Global Markets. Sections VIII, IX, X, XII, XIII, XV, XVI, XVII, XVIII, XXI, XXIII and XXIV hereof will survive any termination of this Agreement.

XVIII. THIRD-PARTY BENEFICIARY

If a Citigroup Global Markets legal entity other than Citigroup Global Markets Inc. (“CGMI”) is your counterparty to these Terms of Use, both you and such Citigroup Global Markets counterparty acknowledge that CGMI, as, among other things, the systems administrator for this web facility, is an intended third-party beneficiary of these Terms of Use, and you and such Citigroup Global Markets counterparty acknowledge that the rights of Citigroup Global Markets under these Terms of Use may be enforced by CGMI as well as by such Citigroup Global Markets counterparty. There are no third party beneficiaries of your rights under these Terms of Use.

XIX. EXPORT RESTRICTIONS

You acknowledge that any software used in connection with the Citi Velocity Content and Products may include encryption methods or other technologies that are subject to the export control laws of the United States and other countries. Without limiting the generality of your obligations to comply with all Applicable Laws, you specifically agree to comply with all applicable export and import laws and regulations. In particular, you (a) represent that you are not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity and Specially Designated Nationals Lists, and that you are otherwise eligible to receive the Citi Velocity Content and Products in the location from which you are accessing them; (b) agree that you will not transfer directly or indirectly software, technology and other data relating to Citi Velocity to parties identified on such lists or otherwise in violation of U.S. export laws; and (c) agree you will not use Citi Velocity for military, nuclear, missile, chemical or biological weaponry end uses in violation of U.S. export laws.

XX. SEVERABILITY

If any specific provision of these Terms of Use is held to be unenforceable, that determination shall not affect the validity of the remaining provisions of these Terms of Use and such provision shall be interpreted to be enforceable to the fullest extent permitted under Applicable Law.

XXI. ENTIRE AGREEMENT

These Terms of Use supersede all prior versions of this document and, except as otherwise expressly provided in Section II or elsewhere in these Terms of Use, supersede all prior discussions, agreements and understandings between you and Citigroup Global Markets and constitute the entire agreement between you and Citigroup Global Markets with respect

to your use of and access to Citi Velocity and Citi Velocity Content. You may, however, be subject to additional or other terms and conditions that may apply when you use other Citigroup or third party services, third party content or third party software.

XXII. ADDITIONAL TERMS

Certain sections or pages on Citi Velocity may contain separate terms and conditions, all of which are incorporated by these Terms of Use. In the event of a conflict, such separate terms and conditions will govern for those sections or pages to which such separate terms and conditions apply.

XXIII. GOVERNING LAW

Except as otherwise expressly set forth in Section II of these Terms of Use, use of Citi Velocity and Citi Velocity Content shall be governed by all applicable Federal laws of the United States of America and the laws of the State of New York, U.S.A. These Terms of Use shall be construed in accordance with the laws of the State of New York, U.S.A., excluding rules of law that would lead to the application of the laws of any other jurisdiction.

XXIV. JURISDICTION

To the fullest extent permitted by Applicable Law, you agree that any claim, action or proceeding seeking any relief whatsoever arising out of, or in connection with, these Terms of Use shall be brought by you only in the Supreme Court of the State of New York sitting in New York County in the State of New York and the United States District Court of the Southern District of New York located in the borough of Manhattan in the City of New York, New York County, and any appellate court from any thereof (collectively, the "New York Courts"). Further, you (a) agree to submit to the jurisdiction of the New York Courts for purposes of all legal proceedings brought by Citigroup Global Markets against you arising out of, or in connection with, these Terms of Use, (b) waive and agree not to assert any objection that you may now or hereafter have to the laying of the venue of any such proceeding brought in such a court or any claim that any such proceeding brought in such a court has been brought in an inconvenient forum, (c) agree that mailing of process or other papers in connection with any such action or proceeding in any manner as may be permitted by Applicable Law shall be valid and sufficient service thereof, and (d) agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law. Notwithstanding anything to the contrary in this or any other provision of this agreement, you agree that Citigroup Global Markets may seek enforcement of these Terms of Use in any court of competent jurisdiction. The failure of Citigroup Global Markets to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. You must bring any cause of action arising out of, or in connection with, these Terms of Use within one year of when the alleged breach occurred.

XXV. WAIVER OF JURY TRIAL

YOU HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THESE TERMS OF USE.

XXVI. ASSIGNMENT

You may not transfer or assign these Terms of Use. Citigroup Global Markets may assign this agreement in whole or in part (including any rights with respect to Velocity Data), including in the context of any sale of all or part of its operations or assets. Citigroup Global Markets is then released from all liability.

XXVII. DISCLAIMER OF AGENCY OR PARTNERSHIP

These Terms of Use shall not establish you as a legal representative or agent of Citigroup Global Markets, nor shall you have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, against or in the name or on behalf of Citigroup Global Markets, and you shall not represent to any third party that you have such authority. Nothing contained in these Terms of Use shall be deemed or construed to create a partnership; tenancy in common, joint tenancy, joint venture or co-ownership by or between Citigroup Global Markets on the one hand, and you or the Firm or any other person, on the other hand.

XXVIII. BAIL-IN

Notwithstanding any other terms of these Terms of Use or any other agreement, arrangement or understanding between the parties, each counterparty to a BRRD Party acknowledges and accepts that any liability of a BRRD Party to it under or in connection with these Terms of Use may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- any Bail-In Action in relation to any such liability, including (without limitation):
 - a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
 - a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
 - a cancellation of any such liability; and
- a variation of any terms of the Terms of Use to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

For the purposes of this Section XXVIII:

"Bail-In Action" means the exercise of any Write-down and Conversion Powers.

"Bail-In Legislation" means:

- in relation to Ireland, the European Union (Bank Recovery and Resolution) Regulations 2015 (S.I. No. 289/2015);
- in relation to Germany, (i) the Recovery and Resolution Act (Sanierungs- und Abwicklungsgesetz, "SAG") which implements the Directive 2014/59/EU and (ii) the Regulation (EU) No 806/2014; and
- in relation to the UK or an EEA Member Country (other than Ireland or Germany) which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time.

"BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"BRRD Party" means an institution or entity referred to in point (b), (c) or (d) of Article 1(1) BRRD.

"EEA Member Country" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"EU Bail-In Legislation Schedule" means the document described as such and published and amended by the Loan Market Association (or any successor person) on its website from time to time.

"Resolution Authority" means any body which has authority to exercise any Write-down and Conversion Powers.

"Write-down and Conversion Powers" means:

- in relation to Ireland, any write-down, conversion, transfer, modification or suspension power existing from time to time under, and exercised in compliance with, any law or regulation in effect in Ireland, relating to the transposition of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, including but not limited to the Bail-In Legislation and Regulation (EU) No 806/2014 and the instruments, rules and standards created thereunder, pursuant to which:
 - any obligation of a bank or investment firm or affiliate of a bank or investment firm can be reduced, cancelled, modified or converted into shares, other securities or other obligations of such entity or any other person (or suspended for a temporary period); and
 - any right in a contract governing an obligation of a bank or investment firm or affiliate of a bank or investment firm may be deemed to have been exercised;

- in relation to Germany, any write-down, conversion, transfer, modification or suspension power existing from time to time under, and exercised in compliance with, any law or regulation in effect in Germany, relating to the Bail-In Legislation and the instruments, rules and standards created thereunder, pursuant to which:
 - any obligation of a bank or investment firm or affiliate of a bank or investment firm can be reduced, cancelled, modified or converted into shares, other securities or other obligations of such entity or any other person (or suspended for a temporary period); and
 - any right in a contract governing an obligation of a bank or investment firm or affiliate of a bank or investment firm may be deemed to have been exercised; and
- in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time (other than in respect of Ireland or Germany), the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule.

MARKET DATA ADDENDUM

If you are trading on the CME Group market, the CME Group ("CME") requires you to ensure that all uses of Market Data received from the CME Group ("CME Market Data") by you and by each user at your employer, which includes your principal if you are a third party trading adviser, investment manager or other agent complies with the terms and conditions of CME's "Market Data Policies," as amended by CME from time to time, and CME's requirements applicable to the use of information by "Subscribers". CME's "Market Data Policies" are found and described on www.cmegroup.com. You will obtain and provide any consent needed for CME or any auditors acting on behalf of CME to review and receive information, including personal data pertaining to users, where necessary for the purposes of verifying or ensuring compliance with Citigroup Global Markets' or any of its affiliates' obligations to CME. (Such personal data must be held as confidential information in accordance with CME's "Market Data Policies".)

COUNTRY ANNEXES

The following information is relevant for users in the applicable Jurisdictions, or customers of the specified Citigroup Global Markets affiliates, below. General contact information for principal Citigroup Global Markets affiliates around the world, including those referred to in this section, is set out at the end of these Terms of Use.

Ontario. Except as otherwise provided and authorized, Citi Velocity and Products are made available in Ontario by Citigroup Global Markets Inc. (“**CGMI**”) and Citigroup Global Markets Limited (“**CGML**”). If you have an account or other contractual relationship with CGMI with respect to certain Products, CGMI is deemed to provide those Products and any related Citi Velocity Content to you through Citi Velocity and is your counterparty for these Terms of Use with respect to such Products and Citi Velocity Content. If you have an account or other contractual relationship with CGML with respect to certain Products, CGML is deemed to provide those Products and any related Citi Velocity Content to you through Citi Velocity, CGML is your counterparty for these Terms of Use with respect to such Products and Citi Velocity Content, and, as noted in these Terms of Use, all your dealings with CGML through Citi Velocity are also subject to the CGM Europe Terms of Business.

Quebec. The parties hereto confirm that they have expressly requested that these Terms of Use and all documents evidencing or relating in any way to the Products be drafted in the English language only. Les parties aux présentes confirment qu'elles ont expressément exigé que le présent contrat (Terms of Use) ainsi que tous les documents faisant foi ou se rapportant de quelque manière que ce soit aux valeurs mobilières et services décrits sur Citi Velocity soient rédigés en anglais seulement.

United States. Except as otherwise provided and authorized, Citi Velocity and Products are made available in the United States by Citigroup Global Markets Inc. (“**CGMI**”). For users whose Jurisdiction is the United States, your counterparty to these Terms of Use is CGMI.

Countries of the European Economic Area and Switzerland. Except as otherwise provided and authorized, Citi Velocity and Products are made available in the European Economic Area and Switzerland, and to certain clients in other jurisdictions where permitted, by Citigroup Global Markets Limited (“**CGML**”), Citibank, N.A., London Branch (“**CBNA London**”) or Citibank Europe plc, UK branch (“**CEP UK**”) Citibank Europe plc (“**CEP Dublin**”) or Citigroup Global Markets Europe AG (“**CGME**”, together with CBNA London CGML, CEP UK, CEP Dublin, “**CGM Europe**”).

Israel. You acknowledge and agree that information posted on Citi Velocity does not constitute investment advice and cannot replace specific investment advice. You understand that Citi Velocity is not authorized to give investment advice on Citi Velocity under Israeli law, and that the information is not provided by Israeli licensed persons. You further acknowledge and agree that Citigroup Global Markets Inc. (“**CGMI**”) may from time to time, make suggestions or provide information relating to products or system enhancements that may be provided via Citi Velocity which it believes may be of interest to you. You request that such suggestions or information is provided and acknowledge that provision of this information will not constitute investment advice.

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