

September 2018

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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 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.

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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.

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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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- 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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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

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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

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You acknowledge that further information about our use of Personal Data and data protection related matters may be set out in a separate privacy statement on Citi Velocity.

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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.

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CONTACT INFORMATION FOR CITIGROUP GLOBAL MARKETS AFFILIATES

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Apple

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