

## TERMS OF USE

Access to the Site is provided by TP ICAP. For the purposes of this agreement, "**TP ICAP**" shall mean TP ICAP Holdings Limited and its Affiliates, and their officers, directors, managing directors, partners, and employees. "**Affiliates**" of an entity shall mean a subsidiary or subsidiary undertaking thereof (with such terms having the meaning ascribed to them by sections 1159, 1161 and 1162 of the Companies Act 2006). The "**Site**" shall mean any website or platform of TP ICAP, the websites or platforms of its Affiliates or any website, platform or screen to which you are granted access by TP ICAP that are used to provide trading or broking services.

This Terms of Use agreement (the "**Agreement**") describes your rights and responsibilities and states the terms and conditions under which you may use the Site and is supplementary to our Terms of Business. Please read this document carefully. The term "**you**" as used herein refers to all individuals and/or entities accessing the Site for any reason. By continuing to use the Site (in whole or in part), you are indicating your acceptance to be bound by the terms and conditions of this Agreement between you and TP ICAP. If you do not accept the terms and conditions stated here, TP ICAP is not willing to allow you to use the Site and you should immediately stop using the Site. It is your responsibility to review this Agreement periodically. TP ICAP reserves the right to modify this Agreement from time to time without notice and in its sole discretion at any time by updating this Site, and your continued use of the Site after any modifications by TP ICAP shall constitute your acceptance of such modifications.

## INFORMATION TERMS

The Site and any and all information, data and other content provided to you on or via the Site, on a Platform or through API (collectively the "**Information**") is provided by TP ICAP and/or its third party information providers ("Information Providers") for general informational purposes only. Information provided on the Site may be delayed as determined by TP ICAP in its sole discretion.

TP ICAP grants to you a limited, revocable, non-exclusive, non-transferable, non-sub-licencable licence to use the Site and the Information solely on the IT systems that you own or control for your internal business use only in support of your internal front office trading activities or the provision of liquidity by your internal front office, in each case, carried out using, or provided with respect to, the trading services of TP ICAP or any of its Affiliates, unless specifically authorised otherwise in writing by TP ICAP or any of its Affiliates or its or their respective authorized partners ("**Permitted Purpose**"). The licence of, and the use of, the Information for the Permitted Purpose shall be governed by the terms and conditions of with the [Master Data Licence](#) ("**MLA**"), which is incorporated into these Terms by reference hereto.

You shall not use the Information for any purpose other than the Permitted Purpose (including without limitation distributing, publishing, manipulating, deriving any data from the Information

selling, licensing, transmitting or providing access to the Information for any purpose other than the Permitted Purpose) and in addition you shall not: (i) extract and/or gather Information from the Site by any means, including but not limited to “screen scraping” or “database scraping”; (ii) use the Information in any manner that may impair, damage, disable, interfere with or otherwise compromise the Information or anyone else’s use of Information; (iii) use distribute or sell the Information, or any part thereof as part of, or in the development or operation of an end-of-day pricing service, any valuation service, benchmarking service, any benchmark or index or any trade execution application product or service (including without limitation any portal, platform or system) or any liquidity pool or market place which in any way facilitates, the handling or submitting of a bid, offer, order or transaction in any security, product or instrument; (iv) use the data in support of your trading activities with, or the provision of liquidity to, any competitor of TP ICAP; and (v) use the data for any illegal purpose or in a manner that brings TP ICAP or any of its Affiliates or its or their respective businesses or markets into disrepute.

You acknowledge and agree that any audit, use of or access to such Information for any purpose other than as expressly permitted in this Agreement requires express permission and agreement from TP ICAP, its Affiliates or relevant third party through execution of an Order Form pursuant to the MLA.

## **PLATFORM TERMS**

Whether accessing the Site or accessing via API, you may be given access to one or more platforms (each a “**Platform**”) through which you might be permitted to i) participate in electronic trading activity, ii) view and/or submit pricing information to facilitate trading on an indication of interest basis (“**IOI**”), and/or iii) view data and prices, without the ability to interact and execute trades on screen (each a “**Permitted Platform**”). In all cases, such access shall be governed by (i) the agreements entered into by you or your authorised representatives and TP ICAP prior to being on-boarded as an TP ICAP customer and (ii) the applicable documentation with respect to the permission to carry out such activity, the relevant rulebook (or equivalent system protocol), the IOI letter and/or the trader authorisation form (individually or collectively referred to hereafter as the “**Customer Documentation**”). Should any of the terms of this Agreement conflict with the terms of the Customer Documentation, the terms of the Customer Documentation shall prevail, save in respect of the “Information Terms” above, which shall prevail in the event of a conflict with any terms of the Customer Documentation.

In the absence of any existing and applicable Customer Documentation or relevant terms therein in connection with your access and use of any Permitted Platform(s), the following terms shall apply to such access and use: TP ICAP grants to you a limited, revocable, non-exclusive, non-transferable licence to use the Permitted Platform(s) and any and all features and functionality provided to you through the use of the Permitted Platform(s) (collectively, the “**Platform IP**”) solely for use on your IT systems that you own or control. The Platform IP is provided for your internal business use only in respect of trading activity conducted by you as an employee of a customer of TP ICAP and for no other purpose and on a view-only and non-executable basis in object code form only, unless

specifically authorised otherwise in writing by TP ICAP. You agree that you will not use Platform IP in any manner that may impair, damage, disable, interfere with or otherwise compromise Platform IP or anyone else's use of Platform IP. You agree to comply with all laws and regulations governing the downloading, installation and/or use of Platform IP.

Unless otherwise stated (in a venue rulebook or otherwise) any price or quotations contained on the Site and/or any Platform thereon are indicative only and do not constitute any offer to buy or sell any securities at any given rate. No representation or warranty, either expressed or implied, is provided in relation to the accuracy, completeness, reliability or appropriateness of the information, methodology and any derived price contain within this material. The securities and related financial instruments described on the Site and/or any Platform thereon may not be eligible for sale in all jurisdictions and may be limited to certain categories of investors.

## GENERAL TERMS

*Authority:* By accessing the Site and/or any Permitted Platform via the Site, you hereby:

(i) acknowledge that your employer has granted you permission to view the Site and/or any such Permitted Platform, and

(ii) represent that you have the full power, capacity and authority to enter into this Agreement. If you are accepting this Agreement on behalf of your employer or another entity, you represent that you have full legal authority to bind such entity to this Agreement. If you do not have the proper legal authority to do so, you have ensured that an authorised person from your employer or such other entity consented to and accepted the terms and conditions of this Agreement.

*Intellectual Property Ownership:* The Site, and all Information and Platform IP, therein (collectively, the "Site IP"), contains material owned by either TP ICAP or its Information Providers which is protected under copyright, trademark, trade secret, and other intellectual property laws. TP ICAP and its Information Providers, as applicable, own the intellectual property rights to all Site IP. All trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of TP ICAP or its Information Providers, as applicable. You agree that, other than the rights to access the Site and/or any Permitted Platform(s) and to view the Information contained on the Site under the terms and conditions set forth herein, you acquire no ownership, title, right or interest of any kind in or to any of the Site IP, and that all title, right and interest therein and thereto remains with TP ICAP (and its Information Providers, as may be applicable).

You hereby grant to TP ICAP for itself and for the benefit of its Affiliates a non-exclusive, perpetual, transferable, world-wide and royalty-free license (without warranties of any kind, express or implied), to use, distribute, sub-license, disclose and sell any data submitted to TP ICAP (or any Affiliate) by you and all price, volume and other information regarding your transactions facilitated by or through TP ICAP (or any Affiliate) (collectively "**Participant Information**"); provided, that, except as otherwise permitted hereunder, TP ICAP (and its Affiliates) may ~~only~~ disclose Participant Information in an anonymised and aggregated manner (it being understood and agreed that TP ICAP may disclose to any person the list of the users of the Platform (including you) from time to time to

meet any legal or regulatory requirement). Subject to the foregoing license, as between TP ICAP and you, you retain all ownership and other rights with respect to Participant Information.

*Restrictions on Use of Site IP:* You acknowledge and agree that: (i) Site IP shall not be used to provide data or services to any other person; (ii) Site IP shall not be leased, licensed, transferred, redistributed, retransmitted, resold, disclosed or otherwise made available to any other third party in any form whatsoever; (iii) Site IP shall not be used to access, copy, transfer, create derivative works of, modify, retransmit or transcode content in violation of any law, any right of TP ICAP, or any third party right; (iv) Site IP shall not be used in any way whatsoever in connection with pricing engines, risk management systems, credit websites, portfolio management or mark-to-market functions; (v) you will not use any any robot, spider or other automatic device, process or means to access Site IP for any purpose, including monitoring or copying any of the content therein; (vi) you will not use any device, software or routine that interferes with the proper working of the Site IP; (vii) you will not introduce into the Site IP any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (viii) you will not attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site IP, the server on which the Site IP is stored, or any server, computer or database connected to the Site IP; (ix) attack the Site IP via a denial-of-service attack or a distributed denial-of-service attack; or (x) otherwise attempt to interfere with the proper working of the Site IP. You agree to comply with all reasonable instructions notified to you by TP ICAP from time to time in relation to your access to and use of Site IP.

*Copyright Complaints:* If you believe that any Site IP violates your or a third party's copyright, please notify us by providing the following information to our General Counsel, EMEA at TP ICAP , 135 Bishopsgate, London, EC2M 7TP: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of where the material that you claim is infringing is located on our site; (4) your address, telephone number and email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner's behalf.

*Confidentiality:* You agree to keep confidential all Confidential Information (as defined below) and shall not disclose such Confidential Information in any form to any other person without TP ICAP's prior written consent. "Confidential Information" means the Information, the non-public and/or proprietary elements of Platform IP and all other information (including usernames and/or passwords) of a confidential or proprietary nature provided by or in connection with TP ICAP and its respective members, officers, directors, employees, Information Providers, suppliers, and agents (collectively, the "TP ICAP Parties") disclosed to you from time to time in connection with the Platform IP.

*Account Information:* In order to access certain of the Platforms, features, and functionality of the Site, you may be asked to provide certain registration details or other account information and you may be provided with confidential access information or password(s) (collectively, the "Account Information"). It is a condition of your use of said Platforms, features, and functionality of the Site

that all such Account Information you provide is correct, current and complete. You are only permitted to access the Platforms, features and functionality of the Site for which you are permitted by TP ICAP. You agree that all Account Information you provide is governed by our Privacy Notice, and you consent to all actions we take with respect to your Account Information consistent with our Privacy Notice. You are solely responsible for maintaining the confidentiality and security of your Account Information. You may not reveal your Account Information to anyone else (save those within your organisation with a need-to-know for support and control purposes), allow anyone else to use your Account Information or use anyone else's Account Information. You agree to notify TP ICAP immediately should you become aware of any unauthorised use or disclosure of Account Information or Confidential Information or any other breach of security. You acknowledge and agree that TP ICAP has the right to disable any user name, password or other Account Information, whether chosen by you or provided by TP ICAP, at any time in TP ICAP's sole discretion for any or no reason, including if, in TP ICAP's opinion, you have violated any provision of this Agreement.

*Disclaimer of Warranties:* No Information on the Site nor anything arising from your use of any Platform on the Site is intended (i) as investment, tax, accounting or legal advice, (ii) as an offer, recommendation or solicitation of an offer to sell or buy any security or any other financial instrument or to participate in any trading strategy, or (iii) as an endorsement, recommendation or sponsorship of any security or other financial instrument. In the UK, Information accessible via a platform is intended for use only by persons falling within Articles 19(5) and 49(2)(a) to (d) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended), who have professional experience in matters relating to investments, or to persons to whom it can be otherwise lawfully distributed. Everything on the Site, including, without limitation, on any Platform, is provided "as is" and "as-available" without any representations or warranties of any kind (whether express or implied). To the fullest extent permissible under applicable law, TP ICAP hereby disclaims all representations and warranties, express, implied or statutory, including, without limitation, all implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose, and all representations and warranties (i) arising from course of dealing, course of performance or custom or trade usage, (ii) relating to the adequacy, timeliness, accuracy or completeness of any Information and/or Platform on the Site including but not limited to the appropriateness of the information, methodology and/or any derived price contained on the Site, (iii) that the Information or your use of the Site and/or any Platform will be uninterrupted, error-free, or secure, (iv) that defects will be corrected, (v) that the Site and/or any Platform or the servers on which the Site and/or any Platform are hosted are free of viruses or other harmful components, or (vi) any loss of profit, business or goodwill or any indirect or consequential loss or special or exemplary damage arising in connection with your use of the Information, any Platform, or otherwise in relation to this Agreement under any theory of liability, regardless of whether any TP ICAP Party has been notified of the possibility of such damage or loss, and (vii) that the Information and/or any Platform will operate in conjunction, or be compatible with any hardware, system, equipment or otherwise. You assume total responsibility and risk for your use of, or reliance on, the Site and any Platform and/or Information provided on or via the Site. Any Platform or Information contained on or via the Site is subject to change at any time without notice.

*Disclaimer of Damages and Limitation of Liability:* To the fullest extent permitted by applicable law, TP ICAP shall not be responsible or liable for any direct, indirect, incidental, consequential, special,

exemplary, punitive or other losses or damages (including, but not limited to, damages for loss of profits, loss of business, use, data or other intangible damages, even if such party has been advised of the possibility of such damages), under any contract, tort (including, without limitation, negligence and strict liability) or other legal theory, howsoever caused, arising out of or relating in any way to the Site, any Platform contained on the Site, and/or any Information contained on the Site, or any errors or omissions therein, or your use of, or inability to use, or reliance on, the Site, such Platform, and/or such Information. Your sole remedy for dissatisfaction with the Site, any Platform contained on the Site, and/or Information contained on the Site is to stop using the Site, such Platform, and/or such Information, as applicable. In the event that the foregoing disclaimer of liability is held to be invalid or unenforceable, you agree that the maximum cumulative aggregate liability of the TP ICAP Parties to you for all damages, losses, and causes of action (whether in contract, tort (including, without limitation, negligence and strict liability), or otherwise) at any time shall be the aggregate cumulative amount paid by you to TP ICAP in the 12 months preceding the matter giving rise to the applicable damage, loss or cause of action, if any, to access the Site.

*Indemnity:* You agree to indemnify, defend and hold harmless TP ICAP and any TP ICAP Parties from and against any claim, action or demand, including, without limitation, reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement and/or your use of the Information and/or Site IP. The fact that TP ICAP has made the Information, Permitted Platform(s) (as applicable), and services provided on this Site available to you constitutes neither a recommendation that you enter into a particular transaction nor a representation that any product described on this Site is suitable or appropriate for you. Many of the products described on this Site involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and have independently determined that such transactions are appropriate for you. Any discussion of the risks contained herein with respect to any product should not be considered to be a disclosure of all risks or complete discussion of the risks which are mentioned. You should neither construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make this service the primary basis for any investment decisions made by or on behalf of you, your accountants, or your managed or fiduciary accountants, and you may want to consult your business, legal, tax and accounting advisors concerning any contemplated transactions.

*Jurisdictional Issues:* TP ICAP makes no representation that (i) any Platform and/or Information on the Site is appropriate or available for use in the location you are accessing it from; or (ii) that any Platform, products, instruments or services discussed on the Site are appropriate or available for use or sale in any jurisdiction. If you choose to access the Site and/or any Platform thereon from any location then you do so on your own initiative and at your own risk, and you are responsible for compliance with all applicable local laws. TP ICAP reserves the right to limit the availability of the Site and/or any Platform thereon to any person, geographic area or jurisdiction it desires, at any time and in its sole discretion.

*Links to Other Websites:* The Site may contain links to third-party internet websites or resources. These links are provided solely as a convenience to you and are not an endorsement by TP ICAP of the contents of such third-party websites. TP ICAP neither controls nor endorses any such other

websites, nor has it reviewed or approved any content that appears on such other websites. You acknowledge and agree that TP ICAP shall not be held responsible for the legality, timeliness, accuracy, completeness or appropriateness of any information, data or other content, advertising, products, or services located on or through any other third-party websites, nor for any loss or damages caused or alleged to have been caused by your use of, inability to use, or reliance on, any such content, information or data. If you decide to access a linked website, you do so at your own risk. Moreover, you may not create a hyperlink to the Site without our prior written consent.

*Privacy:* TP ICAP's policy with respect to the collection and use of your personal information (including the use of Cookies) is set forth in its Privacy Notice and Cookies Notice (available at [tpicap.com](http://tpicap.com)), which is incorporated herein by reference.

*Suspension:* TP ICAP reserves the right to suspend access to the Site and Platform if TP ICAP can no longer provide you with access to the Information, the Site and/or the Platform for any legal or regulatory reason or during the investigation of a suspected breach of this Agreement by you. In the event of a suspected breach by you, TP ICAP may provide notice to you of such suspected breach, and you shall have a period of ten (10) days to cure such suspected breach before TP ICAP shall suspend access. If the suspected breach is not, in TP ICAP's sole discretion, satisfactorily cured during that period, TP ICAP shall have the right to suspend access to the Site and Platform during its further investigation. Such suspension shall only be for the course of the investigation and a reasonable period thereafter. If the breach is shown to have occurred, TP ICAP may, without prejudice to any other rights or remedies, terminate this Agreement immediately without further obligation to you.

*Termination:* This Agreement, as amended by TP ICAP from time to time in accordance with its terms, shall remain effective unless and until terminated (in whole or in part) by TP ICAP. TP ICAP shall have the right to terminate this Agreement (in whole or in part), and/or terminate, limit or suspend your access to and use of any part of the Site, Information, and/or any Platform, at any time in its sole discretion, for any or no reason, and without the requirement of providing any notification to you.

*Audit:* Upon thirty (30) days' written notice, at your own expense, at all reasonable times you shall permit TP ICAP to have access to and/or provide to TP ICAP accounts, records and other information reasonably required by TP ICAP (whether controlled by you or any of your affiliate's or your, its or their subcontractors) relating to, your access and/or use of the Information in order to verify your compliance with this Agreement. Where TP ICAP reasonably suspects a breach of licence then the audit terms of the MLA shall apply. If such information reveals that you are in breach of this Agreement then, without prejudice to its other rights and remedies, TP ICAP will be entitled to terminate your access to the Site and/or Platform, and in addition charge to you the reasonable costs of carrying out the inspection and you agree that it shall bear all reasonable costs of such audit. TP ICAP's right to audit and inspect contemplated herein shall survive termination of this Agreement for a period of no more than twelve (12) months following the actual date of termination of this Agreement.

*Miscellaneous:* This Agreement shall be governed by and construed in accordance with the laws of England and Wales. No failure or delay by any TP ICAP Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Save that any TP ICAP Party may enforce this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999, none of these terms shall be enforceable under that Act by a third party. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement shall not be assignable or transferable by you except with TP ICAP's prior written consent. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. This Agreement, together with all TP ICAP policies referred to herein, constitutes the entire agreement between you and TP ICAP relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements. TP ICAP provides a wholesale broking service only. Certain TP ICAP Parties are authorised and regulated by the Financial Conduct Authority ("**FCA**") or, where applicable, an equivalent regulator in a particular jurisdiction. For more information please see [www.tpicap.com](http://www.tpicap.com).

*Contact Information:* Should you have any queries or comments regarding this Agreement, please contact us at: General Counsel, TP ICAP EMEA, 135 Bishopsgate, London, EC2M 3TP.

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