## ACCEPTANCE LETTER OR DISCLAIMER

#### Dear Customer:

We are pleased to agree to your request to access and use the System as defined below. Your access and use of the System are subject to the terms of this **Disclaimer terms**, SG Company and Customer hereby agree to the following:

1. <u>SG Company</u>. For purposes of this Agreement, "SG Company" shall mean the following company: Societe Generale International Limited

#### 2. Definitions:

"System" shall mean, whether hosted by SG, or by an ISV for and on behalf of SG or by an organized, enabling users to enter, accept and order placement and execution.

"ISV" shall mean the Independent Software Vendor providing communications tools requested (media communication tools: WhatsApp and WeChat).

- 3. <u>Use of the System</u>: We are authorizing your use of Systems (media communication tools: WhatsApp and WeChat) to access and use the System as specified in the following terms. You agree that your access and use of any additional Front-End or API shall be subject to a prior validation.
- 4. <u>Access, Use, Restriction</u>. You are granted a non-exclusive, non-transferable, and revocable right to access and use the System to directly enter, accept and order placement and execution. You will not use the System to send messages which are defamatory, fraudulent, contain personal data in contravention of any data protection regulation or legislation, or to facilitate any criminal transaction or act, contravene any law or any regulation, or do or omit to do any act or thing which might give rise to a third party claim against us.

#### 5. Responsibility for the Choice of System; Acknowledgment of Risks

a) You accept responsibility for your selection and use of the System and are solely responsible for providing and maintaining the computer(s), modem and the telephone line or Internet connectivity (as may be applicable) to connect to the System. You further acknowledge that SG shall have no responsibility whatsoever for the System and, if applicable, other application software you choose in relation to your Connection to the System (whether it is your proprietary software or any vendor application).

(b) You acknowledge and agree that trading through the System, which is not a proprietary system of SG, will expose you to the risks associated with software and hardware systems or component failures and unavailability. The results of such failures may be that you are unable to enter or cancel an order, an order is not executed, or is executed incorrectly. Same market conditions used for Symphony traditional services will be applied.

(c) The System may have links to certain Internet sites sponsored and maintained by third parties. Such sites are publicly available and access to such links via the System is solely for your convenience. We make no representations or warranties concerning the content of such sites and the fact that access to such sites is provided does not constitute our endorsement

6. <u>Confidentiality</u>. The Front-End and/or System include non-public and proprietary information and/or property that are of a confidential nature. You shall not disclose such confidential information or property

to any third party or use the System for any purposes outside the scope of these Terms. You shall treat the System with the same level of care with which you treat your own confidential materials and, in no event with less than a reasonable standard of care.

7. <u>System Unavailability</u>. You acknowledge that access to the System may be limited or unavailable from time-to-time due, for instance, to technical difficulties and as a result we reserve together with the ISV the right to discontinue providing or to amend the System at any time. We may do this because, among other reasons, you breach these Terms or any other agreements, or we deem it necessary in response to an action(s) by an exchange or regulatory body.

# 8. Duties of the User; Compliance with Applicable Regulation.

(a) You understand your access to and use of the System or its features or tools, exchanges and/or Contracts may be restricted if prohibited by local law of the jurisdiction from which you access the System



\*\*SOCIETE GENERALE disclaimer: This message and any attachments (the "message") are confidential, intended solely for the addressee(s), and may contain legally privileged information. Any unauthorized use or dissemination is prohibited. Any message is subject to terms at: <u>https://cib.societegenerale.com/en/disclaimersalesandtrading</u> and <u>https://wholesale.banking.societegenerale.com/en/compliance-regulatory-information/generaldisclosures/</u>. For SG Research disclosures, please visit our global research disclosure website at <u>https://www.sgmarkets.com/#/compliance/equity</u> and <u>https://www.sgmarkets.com/#/compliance/credit</u> \*\*

You may interact with SGBot, a robot developed by Société Générale (« SG »), in this chatroom. If necessary, you can contact your usual SG sales person at any time.

## **AMER Disclaimer:**

\*\*SOCIETE GENERALE disclaimer: This message and any attachments (the "message") are confidential, intended solely for the addressee(s), and may contain legally privileged information. Any unauthorized use or dissemination is prohibited. Please visit <u>http://sqasdisclosure.com</u> for important information regarding SG Americas Securities, LLC ("SGAS") including important information about swap transactions with SGAS. Please visit <u>http://swapdisclosure.sqcib.com</u> for important information regarding swap transactions with SOCIETE GENERALE\*\*

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# ii. For WhatsApp:

For Whatsapp, the following messages will be sent to the external contact when onboarding by SG:

Template Name	Description	Template Content
Stream Invitation	Sent to WhatsApp user when a new chat is created by SocGen user on Symphony	Dear {{1}}, you have been invited to chat with your contact {{2}} at {{3}} - To accept this chat invitation and see further messages, please reply "Yes".
	{{1}} – WhatsApp User Name	
	{{2}} – SocGen User Name	
	{{3}} – Societe Generale Company Display Name	
	Company Display Name	

Welcome Terms & Conditions	Sent to WhatsApp user together with Stream Invitation above	*TERMS AND CONDITIONS FOR SYMPHONY-WHATSAPP INTEGRATION CHAT (SWIC)*	
		Please take a moment to read these terms and conditions on our website carefully:	
		https://www."company name".com/terms.html	
Message Received Reminder (Button)	If WhatsApp user hasn't reply to a chat for > 24 hours, the chat window will be closed. After the chat is closed, any messages sent from Engie will be queued and not delivered to WhatsApp user.	Your contact at {{1}} has sent you a message. Please press the "View message" button, or respond within this chat to view the message.	
	During this period, this message reminder will be sent to WhatsApp user to inform them to respond such that the chat is reopened.		
	{{1}} – SocGen Company Display Name		
Offboarding	Sent to WhatsApp user when SG user offboard WhatsApp user from the WhatsApp Connect service. No further messages can be sent between both parties	*{{1}} has removed you from this conversation.* Any message that you send here will not be delivered.	

Please see example below:

