

## AGREEMENT AND DISCLAIMER

Dear Customer:

We are pleased to agree to your request to access and use the System as defined below. Your access to and use of the System are subject to the terms of this **Agreement and Disclaimer** ("Agreement"). SG Americas Securities, LLC ("SGAS") and Customer hereby agree to the following:

### 1. **Definitions:**

Independent Software Vendor ("ISV") means any third-party communications platform used to conduct transactions in financial instruments with SGAS, including but not limited to WhatsApp and Wechat.

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

2. **Use of the System:** We are authorizing your use of ISVs to access and use the System as specified in this Agreement. You agree that your access and use of any additional front-end graphical user interface ("GUI") or application programming interface shall require the prior written consent of SGAS.

3. **Access, Use, Restriction.** 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 agree that you will not use the System or any ISV 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 liability or a third-party claim against SGAS.

### 4. **Responsibility for the Choice of System; Acknowledgment of Risks; Limitations on Liability.**

- a) You accept responsibility for your selection and use of the System and any ISV 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.
- b) You acknowledge and agree that SGAS 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 third-party vendor application or ISV). You further acknowledge and agree that negotiation through an ISV is your sole choice and responsibility and that using such an independent software vendor may expose you to risks associated with software and hardware systems or component failures and unavailability. You further agree that under no circumstances shall SGAS or its affiliates be liable for any loss of business or profits, nor any direct, indirect, incidental, consequential, special or exemplary damages arising from or in connection with your use of such independent software vendors, whether or not such damages were foreseeable and whether or not SGAS was advised of the possibility of such damages.
- c) You acknowledge and agree that trading through the System and/or an ISV, which is not a proprietary system of SGAS, may expose you to 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. With respect to such failures and unavailability, all terms and conditions applicable to Symphony's

traditional services shall be applicable to your use of the ISV to trade or communicate through the System.

- d) The System may include or display 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 of any of the content provided therein.
5. **Confidentiality.** The front-end GUI and/or System include non-public and proprietary information and/or property 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 this Agreement. You shall treat the System and any confidential information contained therein 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.
6. **System Unavailability.** 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.
7. **Duties of the User; Compliance with Applicable Regulation.** 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. You are responsible for and represent and warrant that you are and will remain in compliance with all applicable laws and regulations.

## **i. For Wechat and WhatsApp:**

*\*\*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:*

*<https://cib.societegenerale.com/en/disclaimersalesandtrading> and <https://wholesale.banking.societegenerale.com/en/compliance-regulatory-information/general-disclosures/>. For SG Research disclosures, please visit our global research disclosure website at <https://www.sgmarkets.com/#/compliance/equity> and <https://www.sgmarkets.com/#/compliance/credit> \*\**

*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 <http://sgasdisclosure.com> for important information regarding SG Americas Securities, LLC ("SGAS") including important information about swap transactions with SGAS. Please visit <http://swapdisclosure.sqcib.com> for important information regarding swap transactions with SOCIETE GENERALE\*\**

*By proceeding, you acknowledge and agree to the terms of the Agreement and Disclaimer accessible here: <<https://content.sgmarkets.com/FullDisclaimerSymphonyConnect>>*

*In particular, you agree that negotiation through an independent software vendor such as Wechat and/or WhatsApp, which are not proprietary systems of SGAS, is your sole choice and responsibility and that using such an independent software vendor may expose you to risks associated with software and hardware systems or component failures and unavailability. You further agree that under no circumstances shall SGAS or its affiliates be liable for any loss of business or profits, nor any direct, indirect, incidental, consequential, special or exemplary damages arising from or in connection with your use of such independent software vendors, whether or not such damages were foreseeable and whether or not SGAS was advised of the possibility of such damages.*

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