

UNITED STATES OF AMERICA ANNEX

Client acknowledges and agrees that any (or all) of the Electronic Services it accesses, uses and/or receives in the U.S. will be provided by or through BNP Paribas Securities Corporation.

This is jurisdiction-specific annex which forms part of the ESA under clause 22. Any terms used but not otherwise defined in this jurisdiction-specific annex will have the same meanings as in the ESA.

1. Client understands and agrees that Instructions with respect to U.S. securities sent via Electronic Services will be routed for execution consistent with Applicable Law, including without limitation Regulation NMS and Regulation SHO under the Securities Exchange Act of 1934 ("**Exchange Act**") and applicable exchange rules. Instructions may be routed internally, or externally to an unaffiliated dealer or execution service, through use of proprietary or third-party smart order routers. Client Instructions executed by smart order routers, algorithms, or other similar execution process and orders for securities that are not traded on an exchange will be considered not held.

2. Regarding Instructions submitted pursuant to this ESA which may remain open for a specified period of time (e.g., good-til-cancelled, good-til-date, etc), Client acknowledges that such Instructions will be accepted by the Bank only on a "Do Not Increase" and "Do Not Reduce" basis. Client also understands and agrees that any Instructions for equity options shall be identified to the Bank as "opening" or "closing".

3. Client may not use Electronic Services to engage in "program trading" as defined by the NYSE without the prior written consent of the Bank.

4. In connection with any short and long sell Instructions, Client agrees to designate all sell Instructions for securities as either "long" or "short". The Client understands that it is responsible for complying with the requirements of Regulation SHO under the Exchange Act, by providing the Bank a location where securities can be borrowed on orders indicated as short

5. Client will not cause the Bank, its affiliates, the Electronic Services, or any User to violate any Applicable Law. Client will not use Electronic Services to submit an Instruction for any restricted or control securities (including under Rules 144, 145(a), or Regulation S of the Securities Act of 1933) unless the Bank has been advised of the restriction and has agreed to accept such Instruction. Unless Client otherwise specifically advises the Bank, no Transactions effected using Electronic Services at the direction of Client (including its clients) will be on behalf of a plan subject to the Employee Retirement Income Security Act of 1974 or any similar statute. The Electronic Services may include certain algorithmic or other automated routing or trading strategies; Client acknowledges and agrees that the Bank does not in any way guarantee that use of such Electronic Services will ensure the best price offered from all available sources for each order, or that particular execution quality results can be achieved by the use of any particular strategy within the Electronic Services.

6. If a Client is a US-registered broker-dealer customer, Client represents and warrants that it is and will remain during the term of this ESA a registered broker or dealer in good standing with the United States Securities and Exchange Commission (and other applicable Competent Authorities) and further represents and warrants that it is a member in good standing of the relevant SROs and will comply with all applicable broker-dealer regulations (including, without limitation, OATS reporting requirements). Client will immediately notify Bank of any change or anticipated change in its status with the applicable Competent Authorities or SROs. In the event that a Client maintains customers, Client acknowledges that, for purposes of the USA PATRIOT ACT, its customers are not customers of the Bank. Client further acknowledges that it has allocated and assigned, in writing, responsibilities between it and each clearing agent for ensuring compliance with all applicable provisions of the USA PATRIOT Act, including the implementation and maintenance of a Customer Identification Program. Client is responsible for knowing its own customers and implementing reasonable programs of supervision to prevent and/or detect suspicious, aberrational, manipulative, or unsuitable trading or Transaction activities. The Bank disclaims any, and Client assumes all, liability which may arise from such activities.

7. Client shall incorporate the following features into its control program: (i) a unique, confidential password for each User; (ii) checks for validation of Instruction accuracy; (iii) automated limits or prohibitors, to prevent orders exceeding preset credit and order size parameters from being transmitted for execution; (iv) controls that monitor for duplication/retransmission of orders; (v) controls that monitor for manipulative activity or an attempt to improperly affect prices; and (vi) controls that monitor for violations of the affirmative determination rule; (vii) assurance that Users of the System have been dually notified of, instructed in, and have acknowledged the Applicable Law governing the handling of electronically delivered Instructions (for example, denoting test messages as such). Additionally, the Client and all Users are responsible for adhering to, and providing the Bank with information requested by the Bank in connection with, the requirements of FINRA Rule 2090 ("Know Your Customer") and 3310 ("Anti-Money Laundering Compliance Program") and other similar Applicable Law.