

**Access Details:** any username, password, authorisation device, PIN and/or such other security devices or details, in whatever form and on whatever media, provided to the Client or Users, or thereafter selected by them, from time to time, in order to enable them to access and use the Electronic Services.

**Applicable Laws:** all applicable laws, rules and regulations, including, without limitation, any rules regarding short sales under applicable securities laws, rules of any Execution Venue or clearing system and Sanctions Laws. This ESA is subject to applicable anti-blocking statutes targeting foreign extraterritorial measures (including those which seek to restrain trade or commerce with specified jurisdictions).

**Bank:** BNPP or the Subsidiary or the Branch from which the Electronic Services are provided, or as specified by the BNPP Group from time to time.

**BNPP:** BNP Paribas S.A., a bank incorporated in France and having its registered office at 16, boulevard des Italiens – 75009 Paris (France), registered at the Paris Trade Register with number 662 042 449.

**BNPP Group:** BNPP and any company or other legal entity in which BNPP holds, directly or indirectly, a majority shareholding interest (a "Subsidiary"), as well as any branch of BNPP or any of its Subsidiaries (a "Branch").

**Claim:** has the meaning in clause 8.

**Client:** the legal entity or person named in the execution block of this ESA.

**Client Agreement:** any agreement, documentation or other arrangement between the Bank (or any other member of the BNPP Group) and the Client applicable to the relevant Transaction, including but not limited to any general terms of business of the Bank.

**Competent Authority:** any supra-national, national, state, municipal or local government (including any subdivision, court, administrative agency or commission or other authority thereof) or any quasi-governmental or private body or independent monitor exercising any regulatory, importing or other governmental or quasi-governmental authority (including financial instruments exchanges) or any tax authority.

**Confidential Information:** any information (in whatever form) which is confidential, a trade secret, proprietary or otherwise not publicly known, including, without limitation, all software and algorithms provided by the Bank to the Client or any User.

**Confirmation:** a confirmation of a Transaction.

**Content:** has the meaning in clause 8.

**Electronic Services:** one or more electronic services relating to connectivity, trading, market data, trade processing, reconciliation, analytics, portfolio administration (and related interfaces, hardware, software (which includes, for the avoidance of doubt, bots and/or other online software applications that run automated tasks), algorithms, documentation and services) made available by the Bank either directly or indirectly through a third party (including any Execution Venue), from time to time.

**Execution Venue:** has the meaning given to it in clause 5.

**Financial Crime:** has the meaning given to it in clause 17.

**Instruction(s):** any order, request for quote, streamed quote or other instruction appearing to be made by the Client or on the Client's or the Principal's behalf, including by any User, in connection with the Electronic Services.

**Intellectual Property Right(s):** any intellectual property right including patents, trade marks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world, together with any applications or rights to apply for the foregoing.

**Losses:** any loss, damage or expense, whether direct or indirect and whether the party causing such loss knew or ought reasonably to have known of the possibility of such loss occurring, including any loss of profit, loss of revenue, loss of data, loss of opportunity, loss of contract, loss of goodwill, loss of reputation, loss of fees, increased cost of working, any indirect, consequential, special, punitive, or incidental loss, or any loss resulting from liability to any other person (and in each case whether the foregoing arise in contract, tort, negligence or otherwise).

**Permitted Purposes:** means the Client's or a User's access and use of the Site, the Svices and Content solely to support the Client's lawful business purposes, including (i) entering into Transactions; (ii) supporting any relevant trading undertaken by the Client or its Users, in either case by using the Site; and (iii) issuing Instructions or otherwise as permitted by the Bank.

**Principal:** has the meaning given to it in clause 3.

**Relevant Person:** the Bank, any member of the BNPP Group, its or their agents, suppliers, licensors or delegates or its or their directors, officers or employees.

**Rules:** the rules of any exchange, multilateral trading facility/trading platform, clearing house on or through which relevant Transactions may be traded or cleared.

**Sanctions Laws:** has the meaning given to it in clause 17.

**Transaction:** any transaction entered or to be entered into by the Client (including when instructed by a User or otherwise) or on the Client's or the Principal's behalf using the Electronic Services, including but not limited to transactions related to securities, currencies, commodities, derivatives.

**User:** an individual or an entity accessing the Electronic Services on behalf of the Client through any Access Details, including but not limited to any representative of the Client or any individual officer, employee or agent of the Client who is, from time to time, notified to the Bank in writing as authorised by the Client to use the Electronic Services on the Client's behalf.