

ELECTRONIC TRADING SCHEDULE

1 SCOPE

This Schedule applies to Your use of any Electronic Services.

2 ACCESS

Once You have gone through the security procedures associated with an Electronic Service provided by Sucden then, unless agreed otherwise or stated on our website, Sucden will provide You with access to that Electronic Service. Sucden may change its security procedures at any time, in which case Sucden will tell You of any new procedures that apply to You as soon as reasonably practical.

3 RESTRICTIONS ON SERVICES PROVIDED

Sucden may impose daily and overall restrictions on the Transactions (including with respect to the type, number and size of such Transactions) that You can enter into when using an Electronic Service. You are subject to any restrictions that relevant Infrastructures place on the types of orders that can be directly transmitted to their electronic trading systems and the ability of those Infrastructures to process Your orders, and You enter those orders at Your own risk.

4 RIGHT OF ACCESS

In respect of any Infrastructure to which Sucden allows You to submit orders or receive information or data using the Electronic Services, Sucden may at any time or times, on reasonable notice enter (or to instruct our or the Infrastructure's subcontractors to enter) Your premises and inspect Your System to ensure that it complies with the requirements notified by Sucden to You from time to time and that You are using the Electronic Services in accordance with this Agreement and any requirements of any relevant Infrastructure or Applicable Regulations.

5 ACCESS REQUIREMENTS

You are responsible for Your internal System to enable You to use an Electronic Service.

6 VIRUS DETECTION

You are responsible for the installation and proper use of any virus detection and prevention programs that Sucden requires.

7 USE OF INFORMATION, DATA AND SOFTWARE

If You receive any information or software via an Electronic Service other than that which You are entitled to receive pursuant to this Agreement, You must immediately notify Sucden and may not use that information or software. Any information provided via the Electronic Services is for the use of intended recipients only.

8 MAINTAINING STANDARDS

When using an Electronic Service, You must:

- (a) comply with minimum system requirements notified by Sucden;
- (b) ensure that Your System is maintained in good order and is suitable for use with that Electronic Service;
- (c) run the tests and provide any information to Sucden that Sucden reasonably requires to establish that Your System satisfies the requirements notified by Sucden to You;
- (d) carry out virus checks on a regular basis;
- (e) inform Sucden immediately if You become aware or suspect that (i) security details have been lost, stolen or misused; (ii) a third party has asked You to reveal or provide Your user ID or any other security details; or (iii) there has been any unauthorised access to the Electronic Service or any unauthorised Transaction or instruction and, if within Your control, You must cause the unauthorised use to cease;
- (f) comply with all Applicable Regulations; and
- (g) ensure that only authorised users may access the Electronic Service.

9 SYSTEM DEFECTS

If You become aware of a material defect, malfunction or virus in the System or in an Electronic Service, You must immediately notify Sucden of that defect, malfunction or virus and cease use of that Electronic Service until You have received permission from Sucden to resume use.

10 INTELLECTUAL PROPERTY

All intellectual property rights (whether registered or unregistered) relating to the Electronic Services remain vested in Sucden or our licensors. You may not alter, amend or modify any part of the Electronic Services, nor permit this to be done, unless expressly permitted by Sucden in writing; nor may You interfere with, tamper with, reverse compile or disassemble the Electronic Services; and You may not make copies except to the extent permitted by law. Any copies of the Electronic Services made in accordance with law are subject to the terms and conditions of this Agreement. You must ensure that all the licensors' trademarks and copyright and restricted rights notices are reproduced on these copies and maintain an up-to-date written record of the number of copies of the Electronic Services made by You. On Sucden's request You must as soon as reasonably practical provide to Sucden a statement of the number and location of copies of the Electronic Services.

11 LIABILITY AND INDEMNITY

Without prejudice to any other terms of this Agreement relating to the limitation of liability and provision of indemnities, the following clauses apply to our Electronic Services.

- (a) *System errors*

Sucden has no liability to You for damage that You suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. Access to Electronic Services may be limited or unavailable due to these deficiencies, and Sucden reserves the right upon notice to suspend access to Electronic Services for this reason.

(b) *Delays*

Neither Sucden nor any third party software provider has any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to You in connection with an Electronic Service.

(c) *Viruses from an Electronic Service*

Sucden has no liability to You (whether in contract or in tort, including negligence) if any viruses, worms, software bombs or similar items are introduced into Your System via an Electronic Service or any software provided by Sucden to You in order to enable You to use an Electronic Service, provided that If Sucden has taken reasonable steps to prevent any such introduction.

(d) *Viruses from Your System*

You must ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network as a consequence of Your acts or omissions, and indemnify Sucden on demand for any loss that Sucden suffers arising as a result of any such introduction.

(e) *Unauthorised use*

Sucden is not liable for any loss, liability or cost arising from any unauthorised use of the Electronic Service. You must on demand indemnify, protect and hold Sucden harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Service by using Your designated passwords, whether or not You authorised that use.

(f) *Infrastructures*

Sucden is not liable for any act taken by or on the instruction of an Infrastructure.

(g) *Not an offer*

Unless otherwise identified, nothing on the Electronic Services:

- (i) is an offer, or solicitation of an offer, to buy or sell foreign exchange, commodities or other financial instruments;
- (ii) represents a price at which Sucden would be willing to transact;
- (iii) should be taken to identify the risks of any transaction; or
- (iv) should be relied on for any purpose other than transacting over Electronic Services.

(h) *No representation or warranty*

To the extent permitted by law, Sucden makes no representations or warranties regarding Electronic Services or any information contained or referred to in Electronic Services or any associated service, including but not limited to:

- (i) the quality, fitness for purpose, or performance of Electronic Services;
- (ii) the accuracy of the information contained or referred to in Electronic Services, or uses to which information contained in Electronic Services is put; or
- (iii) the value a third party might give to any transaction.

(i) *Limitation of liability*

Sucden has no liability for any loss or expense arising as a result of:

- (i) any use of (including errors in such use) of, or any inability to use, all or any part of Electronic Services;
- (ii) the content, or Your use, of websites linked to or from Electronic Services;
- (iii) failure or delay in communication between Your systems and Electronic Services;
- (iv) business interruption, loss of data or loss of anticipated savings; or
- (v) any event or circumstance beyond Sucden's reasonable control.

12 **NO ADVICE**

Sucden does not provide recommendations or advice regarding trading on Electronic Services, nor does Sucden accept responsibility for inaccuracies or errors in any information provided, or requests made, by You in the course of Your use of all or any part of Electronic Services. You should seek advice from appropriate professional advisors and exercise Your own judgment regarding risks.

13 **SUSPENSION OR PERMANENT WITHDRAWAL WITH NOTICE**

Sucden may suspend or permanently withdraw an Electronic Service on giving You ten Business Days' written notice.

14 **IMMEDIATE SUSPENSION OR PERMANENT WITHDRAWAL**

Sucden may suspend or withdraw permanently Your ability to use any Electronic Service without notice if Sucden considers it necessary or advisable to do so for circumstances including but not limited to Your non-compliance with the Applicable Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect You when there has been a breach of security. Sucden may terminate the use of an Electronic Service immediately if any licence granted to Sucden that relates to the Electronic Service is terminated, an Electronic Service is withdrawn by any Infrastructure, or Sucden is required to withdraw the facility to comply with Applicable Regulations.

15 **EFFECTS OF TERMINATION**

If the use of an Electronic Service terminates for any reason, upon request by Sucden You must, at Sucden's option, return to Sucden or destroy all hardware, software and

documentation that Sucden has provided to You in connection with the Electronic Service, and any copies You have made.

16 **REGULATION 9 OF THE ELECTRONIC COMMERCE REGULATIONS**

The obligations relating to contracting or transaction information under UK Electronic Commerce (EC Directive) Regulations 2002 do not apply to Your use of Electronic Services.

17 **INTERPRETATION**

In this Schedule:

"Electronic Services" means a Service provided by Sucden electronically, such as an internet trading service offering clients access to information and trading facilities, via an internet service (including an internet messaging service), a WAP service or an electronic order routing system.

"System" means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable You to use an Electronic Service.