

## **End-User License Agreement (for the FIXI iTrader Mobile Application)**

This End-User License Agreement (the “**EULA**”) between you and us relates to your access to and use of our FIXI iTrader Mobile Application (as defined below) that may be installed on a Device (defined below) to connect you to the Services (as defined below). The FIXI iTrader Mobile Application is solely a means to access the electronic trading platform provided by FIXI PLC and the services offered to you thereon (collectively, the “**Services**”). Your use of the Services will be governed by a separate subscriber agreement (together with all exhibits and addenda thereto and as amended, amended and restated or otherwise modified from time to time, the “**Client Agreement**”) between you and FIXI PLC, which this EULA will be deemed to supplement. This EULA sets forth terms and conditions applicable to your use of the FIXI iTrader Mobile Application and is in addition to the terms and conditions of the Client Agreement. References to “you” in this EULA are deemed to refer to both to the individual user and the entity on whose behalf such user is using the Services. References to “us,” “we,” or “FIXI PLC” in this EULA are deemed to refer to FIXI PLC, which is registered in England and Wales under registered number 05577579.

The FIXI iTrader Mobile Application is offered to you for operation and use on your Device (as defined below). By downloading the FIXI iTrader Mobile Application or accessing the Services via the FIXI iTrader Mobile Application, you agree to comply with all the terms and conditions of this EULA (as it may be amended, amended and restated or otherwise modified from time to time). FIXI PLC may modify this EULA, at any time and in its sole discretion, by making a revised EULA available through the FIXI iTrader Mobile Application. It is your responsibility to review the EULA made available through the FIXI iTrader Mobile Application for changes each time you access the FIXI iTrader Mobile Application to be sure that you agree to them. Your continued use of the FIXI iTrader Mobile Application after any changes or modifications to this EULA are made available via the Mobile Application will constitute your acceptance of and compliance with such changes or modifications. By using the FIXI iTrader Mobile Application, you will be conclusively presumed to have notice of and to have consented to the most recent version of the EULA made available through the FIXI iTrader Mobile Application. You are granted a non-exclusive, non-sublicensable, non-transferable, revocable, personal, limited license to install and use the FIXI iTrader Mobile Application on any Device capable of supporting the FIXI iTrader Mobile Application (provided that you may only install and use a FIXI iTrader Mobile Application that is compatible with iOS on an Apple Device), solely as expressly permitted herein and, to the extent applicable, under the Agreement. Any access to or use of the FIXI iTrader Mobile Application or the Services, in any manner not allowed under this EULA and/or the Agreement is strictly prohibited.

### **Definitions**

“**Apple**” means Apple, Inc. and its affiliates and subsidiaries.

“**Apple Device**” means a Device, including, without limitation, an Apple iPad or iPhone marketed or manufactured by Apple, Inc. and owned, leased or controlled by you.

“**FIXI iTrader Mobile Application**” means a software program that is either (1) compatible with iOS and may be installed on an Apple Device or (2) compatible with Android and may be installed on any Device that utilizes the Android mobile operating system.

“**Device**” means any mobile computer or computing device that you own, control or use and through which you may access the Services.

“**Google**” means Google Inc. and its affiliates and subsidiaries.

## Terms of Use of the FIXI iTraderMobile Application

You acknowledge that this EULA is an agreement between FIXI PLC and you and not with any of FIXI PLC's licensors (each, a **"Third-Party Licensor"**), including, without limitation, Apple and/or Google.

As between us and any Third-Party Licensor, you agree that we are solely responsible for the FIXI iTrader Mobile Application and any content contained therein. No Third-Party Licensor has any obligation whatsoever to furnish any maintenance and support services with respect to the FIXI iTrader Mobile Application, and this EULA does not entitle you to receive and does not obligate any Third-Party Licensor to provide hard-copy documentation, telephone assistance, or enhancements or updates to the FIXI iTrader Mobile Application.

As between us and any Third-Party Licensor, FIXI PLC, not such Third-Party Licensor, is responsible for addressing (in accordance with and subject to any limitations contained herein and in the Agreement) any of your claims or any third-party claims relating to the FIXI iTrader Mobile Application or your possession and/or use of the FIXI iTrader Mobile Application, including without limitation, the investigation, defence, settlement and discharge of any such intellectual property infringement claim. No Third-Party Licensor shall be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the FIXI iTrader Mobile Application, including without limitation, any third-party product liability claims, claims that the FIXI iTrader Mobile Application fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement.

You acknowledge and agree that your use of the Mobile Application shall be governed by any terms of use, licensing terms, electronic access operating standards and procedures and user identification and other password control requirements and other security devices and procedures that FIXI PLC or, as applicable, Apple or Google, may issue or require from time to time for use of the FIXI iTrader Mobile Application. You further agree to comply with the terms of any third party agreement that is applicable to you when you use the FIXI iTrader Mobile Application, such as your wireless data service agreement.

Nothing contained in this EULA, or visible on or provided as part of the Services or the FIXI iTrader Mobile Application should be construed as granting any license or right in or to the proprietary information of FIXI PLC or any other third party, except as expressly stated therein.

You agree that any ideas, concepts, comments, suggestions, techniques or know-how (collectively, **"Submissions"**) you submit to us about the FIXI iTrader Mobile Application are the exclusive property of FIXI PLC, and that we can use such Submissions for our own commercial benefit without being required to compensate you. You hereby irrevocably transfer and assign to FIXI PLC

all copyright or other rights you may have in the Submissions. You agree that FIXI PLC and/or, as applicable, Apple or Google may download certain information to your Device in connection with the provision of the FIXI iTrader Mobile Application.

You represent and warrant that you (a) are not located in, nor will you use the FIXI iTrader Mobile Application in, a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting country” and (b) are not listed on any U.S. Government list of prohibited or restricted parties.

### **Push Notifications**

We may make available certain notification messages (“**Push Notifications**”) through the FIXI iTrader Mobile Application. Push Notifications will only be delivered to you through the FIXI iTrader Mobile Application if you consent to receive Push Notifications from FIXI PLC. Please note that Push Notifications may be transmitted across various public networks and in various media. We cannot guarantee and are not responsible for the security of any information transmitted via Push Notification. Push Notifications will be sent regardless of whether you are logged-in to the FIXI iTrader Mobile Application and will continue to be sent to your Device unless and until you turn off the Push Notifications. We may terminate or suspend your use of the Push Notification service at any time and for any reason. You receive and use information contained in the Push Notifications at your own risk, and you agree that we will not be liable for any damage or loss that you may suffer by receiving or using the Push Notifications or content provided through the Push Notifications or for any damage or loss arising from any termination or suspension of your receipt or use of the Push Notifications or any interruption in availability of the Push Notifications.

### **Disclaimer of Warranties and Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT THE FIXI ITRADER MOBILE APPLICATION IS PROVIDED “AS IS” AND NEITHER FIXI PLC NOR ANY THIRD-PARTY LICENSOR MAKES ANY REPRESENTATIONS OR WARRANTIES TO YOU AS TO THE FIXI ITRADER MOBILE APPLICATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY REGARDING THE ABILITY TO USE THE FIXI ITRADER MOBILE APPLICATION, WITH RESPECT TO THE ACCURACY, RELIABILITY, PERFORMANCE, COMPLETENESS, TIMELINESS, CONTINUED AVAILABILITY OR OTHERWISE, OR ANY WARRANTY THAT THE FIXI ITRADER MOBILE APPLICATION WILL CONFORM TO ANY DESCRIPTION THEREOF PROVIDED BY FIXI PLC, BE FREE OF ERRORS OR PERFORM ANY DESIRED OPERATIONS OR FUNCTIONS.

You acknowledge and agree that, except as otherwise expressly set forth in the Agreement, neither FIXI PLC nor any of its affiliates shall have any liability or be responsible to you for any damages, liabilities, losses, costs, out-of-pocket costs or expenses (including attorneys' fees), whether direct, indirect, special, incidental, consequential, punitive or otherwise of any kind, in each case arising under or related to claims of breach of contract, tort, including negligence, strict liability, negligent misrepresentation, restitution, breach of statutory duty or any other cause of action whatsoever with respect to this EULA or the FIXI iTrader Mobile Application.

## **Export**

You may not use or otherwise export or re-export the FIXI iTrader Mobile Application, except as authorized by United States law and the laws of the jurisdiction in which the FIXI iTrader Mobile Application was obtained. In particular, but without limitation, the FIXI iTrader Mobile Application may not be exported or re-exported (i) into any U.S. embargoed countries or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

## **Additional Terms of Use of any FIXI iTraderMobile Application Compatible with iOS**

To the extent you use any FIXI iTrader Mobile Application that is compatible with iOS, you further agree to the following additional terms and conditions:

Apple is not providing any warranty for the FIXI iTrader Mobile Application, except if applicable, to refund the purchase price for it.

You agree to comply with the usage rules set forth in the App Store Terms of Service, located at <http://www.apple.com/legal/itunes/ww/>(“Usage Rules”), and if there is a conflict between the terms of the Usage Rules and the terms of this EULA and/or the Agreement, the Usage Rules shall govern.

You also acknowledge that Apple is a third-party beneficiary of this EULA and of the Agreement to the extent the latter relates to your use of the FIXI iTrader Mobile Application with your Apple Device. Apple has the right (and is deemed to have accepted the right) to enforce this EULA and the Agreement.

## **Contact Information**

Should you wish to contact us with any questions, complaints or claims with respect to the FIXI iTrader Mobile Application, you should contact Client Services, FIXI PLC, 110 Cannon Street, London EC4N 6EU, UK Email: [clientservices@fixi.com](mailto:clientservices@fixi.com)