

ROCHE FINANCE Institutional Access Agreement

This ROCHE FINANCE Institutional Access Agreement (the "Agreement"), effective as of the last date stated on the signature page below (the "Effective Date"), is entered into by and between Roche Finance Ltd ("ROCHE FINANCE") and the individual or business entity submitting an application to access Roche Finance business-to-business services ("You" or "Market Participant") (collectively the "Parties").

In consideration of the mutual promises herein, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Definitions

A. "Customer" means Your client that accesses the System to trade FX with You including, without limitation, Your end-user bank branch or wholly-owned corporation.

B. "Financial Intermediary" means an entity that facilitates the transaction process between two Market Participants in a transaction by acting as a financial intermediary, extending credit and providing settlement and clearing services to one of the Market Participants ("Financial Intermediary Customer") and being a credit authorised counterparty for the other Market Participant.

C. "First Live Trade Date" means the date of Your first trade on the System or any portion thereof.

D. "FX" means foreign currency.

E. "eFX Cloud" means the inter-institutional trading network linking market counterparties to each other.

F. "FX Aggregator" means the software used to aggregate multiple electronic FX rate sources.

G. "Liquidity Provider" means with respect to a particular transaction on the System, the entity which provides: 1) a Quote or, 2) a Non-Marketable Order.

H. "Liquidity Taker" means with respect to a particular transaction on the System, the entity which provides a Marketable Order.

I. "Market Participant" means an entity that acts in any of the following capacities with respect to a particular transaction on the System: 1) Liquidity Provider, 2) Liquidity Taker, or 3) Financial Intermediary.

J. "Marketable Order" means an Order which is immediately executable against previously provided liquidity.

K. "MetaTrader" means the software applications developed by MetaQuotes Software Corp., which provides margin trading capabilities for Market Participants' retail customers.

L. "MetaTrader Bridge" means the software which allows a Market Participant's clients to transact with other Market Participants by facilitating the connection of the MetaTrader software applications to eFX Cloud.

M. "Non-Marketable Order" means an Order which is not immediately executable against previously provided liquidity.

N. "Notional Amount" means the gross amount of FX underlying a FX transaction.

O. "Order" means a price submitted by an entity for a FX transaction which is executed by the System.

P. "Order Provider" means with respect to a FX transaction the entity that submits an Order to the System.

Q. "Quote" means a price submitted by an entity for a FX transaction.

R. "Quote Provider" means with respect to a FX transaction the entity that submits a Quote to the System.

S. "System" means eFX Cloud, MetaTrader, MetaTrader Bridge, White Label, or any components thereof.

T. "Technology Provider" means the legal entities who provide ROCHE FINANCE with the software, hardware, network components and other content to facilitate ROCHE FINANCE's business purposes of conducting and/or facilitating FX transactions on the System.

U. "Transaction Data" means transaction-related information relating to completed and attempted transactions through or with the assistance of the System.

V. "User" means an individual conducting or facilitating transactions on behalf of a Market Participant on the System.

W. "White Label" means the MetaTrader Terminal or other software which is custom branded with Your company's logo, and related hardware, software, and network components, that allow You to deliver Your FX liquidity to Your customers.

2. Access Grant and Services.

(a) Subject to the terms of this Agreement, ROCHE FINANCE grants to You a non-exclusive, revocable, non-transferable, non-sublicensable and limited license for You and Your Users to access the components of the System (all of which have been licensed and/or sublicensed to ROCHE FINANCE by its technology providers) solely for Your own business purpose of conducting and/or facilitating FX transactions with Your Customers and other Market Participants;

(b) All intellectual property rights to the software, System and content used by Roche Finance Ltd, including but not limited to eFX Cloud, shall remain, without encumbrance, with the respective copyright owner;

(c) MetaTrader, including the MetaTrader Terminal and MetaTrader Manager software, shall remain intellectual property of MetaQuotes Software Corp. Your White Label is provided under sublicense and Your company shall only redistribute the software, unmodified, to Your customers to facilitate FX transactions with Your retail customers and/or Your institutional customers and Your customers' clients; and

(d) ROCHE FINANCE and its technology providers (including but not limited to eFX Cloud) shall not be held liable for the access to or use of or failure to access to or use of the software, System, or its content. You shall indemnify, defend, and hold harmless ROCHE FINANCE (and its technology providers, including but not limited to eFX Cloud) for all claims and liability resulting from Your use and Your customers' use of the software, System, and/or its content.

3. Use of the System.

You represent and warrant on a continuing basis as long as You are authorised to access and use the System that:

(a) You shall access and use the System only in conformity with 1) all applicable statutes, rules, and regulations, and the interpretations of any regulatory agency ("Applicable Law") and, 2) the provisions of this Agreement. You and Your Users are responsible for all instructions or other communications (including without limitation, orders, quotes, bids and offers) made through the System associated with Your identity and/or Password (as defined below), and such instructions shall be binding on You. You transmit instructions to the System at your own risk.

(b) You have in place all security systems and compliance procedures (collectively "Security Procedures") required to prevent violation of Applicable Law and unauthorised access, use or misuse of the System including, without limitation, not knowingly or negligently introducing or permitting to be introduced any computer viruses, worms, or other harmful code into the System. You shall use the unique user identifications, digital certificates, access codes, passwords, and other identification devices (collectively "Passwords") that ROCHE FINANCE and/or a counterparty, may issue to You or otherwise establish from time to time. You will take all reasonable care to safeguard the Passwords and Security Procedures, and not authorise or permit any other party to access the System using the Passwords and/or Security Procedures assigned to You. You will not alter, delete, disable, or otherwise circumvent any Password or Security Procedure or assist any other party to do so and You shall solely be liable for any such occurrence. You will notify ROCHE FINANCE immediately if you become aware of any unauthorised access to or use of the System, or any loss or theft of a Password and/or Security Procedures. You agree that every person using a Password or Security Procedure (whether or not in fact such a person is a duly authorised User) will be deemed to be an authorised User to enter into transactions on the System and/or (as the case may be) give any other instructions or communications on behalf of You and that You will be bound by all such transactions, instructions and communications.

(c) You agree that the terms of trading between You and Your customers on the System and any amendments thereto including, without limitation, agreements as to pricing for FX transactions, shall be mutually agreed by You and ROCHE FINANCE, such approval not to be unreasonably withheld.

(d) You agree to notify ROCHE FINANCE immediately of any changes in Users (including any Users who cease to be employees or otherwise become unauthorised) or the authorised level of access for any User. No modification or termination of access to or for You or a User shall invalidate any transaction entered into before such modification or termination becomes implemented by ROCHE FINANCE and/or its technology providers.

(e) You will provide any counterparty with any reasonably required information or

documentation in order to complete transactions with You through the System.

(f) You will not attempt to access information or applications that You have not been authorised to use by ROCHE FINANCE or its technology providers, and, if You inadvertently gain such access, You agree not to use or disseminate, reproduce, redistribute or decompile any such information or applications.

(g) You shall not use or access the System for any reason other than to conduct transactions on the System. Without limiting the foregoing, You shall not transmit, publish or otherwise disseminate any prices or other content you obtain from the System.

(h) You will not use the System or any feature of the System to post or transmit inappropriate information, including without limitation any information that may be deemed obscene, libelous, harassing, fraudulent, or slanderous, or post or transmit any information, software, or other material that is an invasion of privacy or publicity rights, or which is protected by copyright, trademark, service mark, database right or other proprietary right, unless first obtaining permission of the owner or right holder.

(i) You understand and agree that successful completion of ROCHE FINANCE's obligations hereunder are dependent upon Your providing ROCHE FINANCE with assistance relating to the System and Platform as reasonably requested by ROCHE FINANCE in a timely manner. Any unreasonable failure or delay by You in providing assistance shall equitably modify and/or extend ROCHE FINANCE's obligations herein.

(j) You will provide support to Your customers relating to credit, pricing, negotiation of trades and any other question relating to the business of trading foreign exchange.

(k) If You are acting in the capacity of a Financial Intermediary, You shall not use the transaction data You receive in Your capacity as a Financial Intermediary to your benefit as a Liquidity Provider and/or a Liquidity Taker or for any other purposes other than fulfilling your Financial Intermediary services on the System. Notwithstanding the foregoing, You may include additional spreading of prices to Financial Intermediary customers in accordance with the terms herein.

(l) In the event that applicable law requires You to be classified, You agree that Your classification shall be as an eligible counterparty and/or eligible contract participant.

(m) You shall allow ROCHE FINANCE and its technology providers the license and right to add (sub)pips to prices transmitted through the System. To the extent You provide pricing, You shall provide pricing to the System to the fifth decimal place. ROCHE FINANCE and its technology providers may modify, spread, and/or add (sub)pips to the prices shown to You on the System.

(n) In the event of improper activity and/or requirement of a credit provider and/or ROCHE FINANCE, ROCHE FINANCE may suspend, restrict or place limits on Your ability to transact on the System without notice, in its sole discretion. Further, if you act as Liquidity Taker, any Liquidity Provider or Financial Intermediary may, in their sole discretion, refuse to act on any of your requests, instructions or transactions. Such refusal, however, shall not affect any transactions completed or properly in process prior to termination of an instruction.

4. Representations.

(a) Each party represents and warrants to the other that it has the right and full corporate power to enter into this Agreement and that this Agreement creates legal, valid and binding obligations on it which are enforceable against it in accordance with its terms.

(b) Financial Intermediaries using the System hereby acknowledge and agree that their credit authorised Liquidity Takers may publish and/or display Orders using the Financial Intermediary's name and the System may create two back-to-back transactions with a Liquidity Provider involving the Financial Intermediary as a counterparty as a means to execute the Order.

5. Fees, Settlement and Payment.

You agree to pay ROCHE FINANCE, without deduction or setoff, the fees stated in Appendix A hereto. In addition, You shall pay for all third party lines and other charges to connect to and/or use the System. ROCHE FINANCE may modify Service Fees and/or other terms of this Agreement upon no less than 30 days notice, which notice may occur by announcement on or through the System. Unless otherwise specifically stated herein, all invoiced fees are due net 30 from date of invoice. In addition, You shall pay time and materials at ROCHE FINANCE's then current rates for any customisations, modifications or other services not specifically stated herein. Further, You shall pay all taxes, levies or duties resulting from this Agreement including sales tax or similar tax. All

fees quoted and payments made hereunder shall be in U.S. Dollars, and all fees are non-refundable and non-creditable. All amounts due hereunder not paid on the date such amounts are due and payable shall bear interest from the date on which they were due at the monthly rate of two percent (2.0%) compounded daily. If any amounts due hereunder have not been paid sixty (60) days after the on which they were due, ROCHE FINANCE reserves the right to suspend and/or discontinue any and all services provided to You until such payment has been received by ROCHE FINANCE.

6. Reservation of Rights.

ROCHE FINANCE and its technology providers, including but not limited to eFX Cloud, shall retain all intellectual property rights and ownership for the System's components, content, as well as all related copyrights, trademarks, service marks, patent rights, and trade secrets and any other intellectual property rights therein (registered or unregistered) including any applications, anywhere in the world. You hereby agree that:

- (i) You will not sell, lease, transfer, make derivative works from, reproduce, redistribute or otherwise disseminate all or any part of the System or any of its components or content;
- (ii) You will not copy, alter, decompile or reverse engineer the System or any of its components or content;
- (iii) You will not remove, obscure or change any copyright or other notices or legends contained in the System or any of its components or content; and
- (iv) You will not use, build, and/or deploy a FX trading platform or solicit customers away from using the System or other ROCHE FINANCE service.

7. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.

THE SYSTEM, INCLUDING EFX CLOUD AND METATRADER BRIDGE SOFTWARE, AND ALL OTHER SERVICES, PRODUCTS, AND CONTENT PROVIDED HEREUNDER ARE PROVIDED "AS IS". ROCHE FINANCE AND ITS TECHNOLOGY PROVIDERS DO NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY STATED HEREIN. ROCHE FINANCE DISCLAIMS ANY OBLIGATION TO KEEP THE SYSTEM AND ALL SERVICES, PRODUCTS, AND CONTENT PROVIDED HEREUNDER SECURE OR FREE

OF ERRORS OR VIRUSES OR TO MAINTAIN UNINTERRUPTED ACCESS. ROCHE FINANCE MAY STOP PRODUCING OR UPDATING ALL OR ANY PART OF THE SYSTEM AND ALL SERVICES, PRODUCTS AND CONTENT PROVIDED HEREUNDER. ROCHE FINANCE AND ITS AFFILIATES, LICENSORS OR THIRD PARTY PROVIDERS AND OTHER MARKET PARTICIPANTS (collectively "THIRD PARTIES") SHALL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF DATA, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR OTHER DAMAGE OR LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE PROVISION OR USE OF (OR ANY INABILITY TO USE) THE SYSTEM AND ALL SERVICES, PRODUCTS AND CONTENT PROVIDED HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, EVEN IF ROCHE FINANCE OR SUCH THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. EXCEPT WITH RESPECT TO MISUSE OF ROCHE FINANCE'S INTELLECTUAL PROPERTY, INDEMNIFICATION LIABILITY, FAILURE TO PAY OR BREACH OF CONFIDENTIALITY BY MARKET PARTICIPANT, THE TOTAL MAXIMUM LIABILITY FOR ANY LOSS OR DAMAGES HOWSOEVER CAUSED AND IN RELATION TO ANY CLAIM OR SERIES OF CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO 15% OF THE SERVICE FEES CHARGED TO YOU DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

8. Non-Infringement and Indemnification.

You shall indemnify, defend and hold harmless ROCHE FINANCE and any other Market Participant from any and all claims, liabilities, damages, costs and expenses (including attorneys' fees) ("Claims") arising from Your intellectual property infringement and/or breach of this Agreement and, you shall indemnify, defend and hold harmless ROCHE FINANCE from any and all Claims arising from Your use of the System and/or any part thereof including, without limitation, trading losses, the accuracy or completeness of any quote, failure to deliver or complete a transaction and any failure to comply with any Applicable Law or regulation.

9. Confidentiality and Use of Data.

All (oral or written) business, technical, financial and other information provided by a party ("disclosing party") to the other party ("receiving party") under this Agreement shall be deemed "Confidential Information". The confidentiality obligations set forth herein shall not apply to information disclosed by the disclosing party that the receiving party can provide by competent and admissible evidence (i) is or has become generally publicly known through no fault of the receiving party, (ii) was in its possession or known by it, without restriction, prior to receipt from the disclosing party, (iii) was rightfully disclosed to it by a third party without restriction, (iv) was independently developed without use of or access to any Confidential Information of the disclosing party, or (v) was required to be disclosed by court order, provided that the receiving party has promptly notified the disclosing party about such requirement, has attempted to limit such disclosure and to obtain confidential treatment or a protective order, and has allowed the disclosing party to participate in any such undertakings and proceedings. All Confidential Information shall be held in confidence by the receiving party and not disclosed or used by the receiving party except as permitted by this Agreement or as expressly authorised in writing by the other party. The terms of this Agreement are Confidential Information and may not be disclosed or used by the Market Participant. Each party shall use at least the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. Notwithstanding the foregoing, You acknowledge and agree that if You use the System, then any content and/or Data transmitted through or with the assistance of the System may be used by ROCHE FINANCE and/or its technology providers so long as personal identifiers of individuals are removed from such content. Also, each party may publicly announce and use in its marketing materials the existence (but not the terms) of this Agreement and Your role with respect to the System. Further, ROCHE FINANCE and its technology providers shall not be held liable for the privacy of e-mail addresses, registration and identification information, communications or any other content stored on ROCHE FINANCE's or its technology providers' equipment, transmitted over the networks accessed by the System, or otherwise connected with Your use of the

System. ROCHE FINANCE and its technology providers shall not be held liable for the accuracy or veracity of the information or content provided by the System.

10. Data Protection.

Without limiting the provisions of Section 9, above, by using the System You content for the purposes of entering into Transactions with Market Participants through the System and providing related services or information to You and administering its business in relation thereto that:

(a) ROCHE FINANCE, its liquidity providers, and other Market Participants may use, process, and store any individual personal data that You, Your Users, or your counterparties submit in connection with Your use of the System for the purposes of providing the System to You and of informing You about developments regarding the System or Your usage thereof;

(b) ROCHE FINANCE, its liquidity providers, and other Market Participants may process any such personal data and transmit it to any of its affiliates and/or third parties and may transfer such personal data outside of Ireland (including to countries without adequate safeguards) in connection with Your use of the System, including without limitation for the purposes of: (i) meeting obligations to government agencies and regulatory authorities; (ii) complying with Applicable Law, including without limitation anti-money laundering laws and regulations; (iii) assigning or sub-contracting any part of the normal business functions of ROCHE FINANCE to third parties relating to the operation or usage of the System; (iv) monitoring services provided to You or Your Users in relation to Your use of the System, whether such monitoring is conducted by ROCHE FINANCE or a third party; and (v) facilitating communications with credit reference and information agencies;

(c) If any personal data (including sensitive personal data) belonging to Your Users or Your counterparties, or other individuals, is provided to ROCHE FINANCE or its technology providers by or through You, You represent and warrant that such persons are aware of and explicitly consent to the use of such personal data by ROCHE FINANCE and its technology providers to the same extent as set forth in the paragraphs above and You agree to indemnify ROCHE FINANCE and any other Market Participant receiving such information against any loss or damage either may incur arising out

of a breach by You of this representation and warranty; and

(d) You further acknowledge and agree that ROCHE FINANCE and its technology providers may monitor Your use of the System and Your use of e-mail and/or instant messaging in connection with the System and may monitor and tape record telephone conversations with You concerning the System. In each case, You acknowledge and agree that ROCHE FINANCE and/or its technology providers may use any resulting information for its internal purposes at its discretion, subject to the confidentiality provisions of this Agreement.

11. Term and Termination.

A. Term: This Agreement shall commence on the Effective Date and shall continue in effect for one year ("the Initial Term") unless terminated sooner in accordance with the terms herein. Thereafter, the Agreement shall automatically renew for one or more further one year consecutive terms ("Renewal Term") unless terminated by either party giving written notice not less than sixty (60) days ("Notice Period") prior to the end of the Initial or Renewal Term.

B. Termination: This Agreement may be terminated for cause immediately by a party in the event that the other party: 1) materially breaches this Agreement (e.g. failure to pay) and such breach remains uncured for thirty (30) days after receiving written notice, or 2) is the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors (each a "Bankruptcy"). Upon termination of this Agreement (i) Your right to access and/or use the System as described herein shall cease; (ii) You shall cease to use all copies of any ROCHE FINANCE, MetaQuotes, or eFX Cloud product, software or documentation; and (iii) You shall return to ROCHE FINANCE all copies of said material in Your possession, custody or control. You will follow reasonable instructions from ROCHE FINANCE as to the time, place, and manner for return of the foregoing.

12. Arbitration.

The Parties agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement or arising out of or relating to this Agreement shall be settled by arbitration in Ireland or an alternate location then

chosen by ROCHE FINANCE Limited. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration and shall include an award of costs and fee including, without limitation, attorneys' fees and costs to the prevailing party. Judgment, including costs and fees, may be entered on nothing more than a copy of the arbitrator's decision in any court having jurisdiction over the party. Notwithstanding the foregoing, it is hereby understood and agreed that damages may be an inadequate remedy in the event of a breach by either party of any of said covenants, including without limitation those with respect to confidentiality, and that any such breach will cause great and irreparable injury and damage, and thus accordingly, each party agrees that the other party shall be entitled, without waiving any additional rights or remedies otherwise available at law or in equity or by statute, and without need of posting a bond, to injunctive and other equitable relief from a court of competent jurisdiction in the event of a breach or intended or threatened breach by the other of any of said covenants. This arbitration provision shall not be controlling as to any dispute between You and a counterparty.

13. Enforceability.

(a) If any part of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision and the enforceability of the remainder of the terms and conditions in this document shall remain in effect.

(b) All Parties to this Agreement hereby agree to use electronic signatures; and

(c) All Parties to this Agreement hereby agree to be subject to the laws of Ireland in any and all matters related to the enforceability of electronic signatures.

14. Miscellaneous.

Neither ROCHE FINANCE, eFX Cloud, nor other Market Participants shall have any liability for any failure to perform or delay in performing its obligations under this Agreement due to any "Act of God", act of government authority, change in law or regulation, war, criminal act, fire, explosion, earthquake, flood, weather condition, power failure, transportation or other accident beyond the reasonable control of the

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party. Neither Party may assign this Agreement without the express written consent of the other party which consent shall not be unreasonably withheld or delayed. The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Each and every notice and consent required or otherwise given or made under this Agreement shall be in writing, and shall be deemed given or made when personally delivered, when sent by confirmed fax, or three days after being sent by prepaid certified or registered mail to the last known address or fax number of the party. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. This Agreement shall be governed by and construed in accordance with the laws of Ireland. Neither party shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose, and neither shall have any right, power, or authority to create any obligation or responsibility on behalf of the other. The obligations contained in

paragraphs 7, 8, 9 and 10(B) shall survive the termination or expiration of this Agreement. Without limiting the generality of the foregoing, You agree that all obligations of a Liquidity Taker to a Liquidity Provider herein shall also extend to a Financial Intermediary if a Financial Intermediary participates in the transaction. You acknowledge and agree that Liquidity Providers and Financial Intermediaries shall be deemed intended third party beneficiaries of these provisions and shall have the ability to enforce their rights accordingly as if they were a party to this Agreement in place of ROCHE FINANCE. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY AND LIABILITY DISCLAIMERS AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE A MATERIAL BARGAINED FOR BASIS OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

By applying for services from RocheFinance.com or any other website or server operated by or affiliated with Roche Finance Limited, the person and legal entity agrees to abide by all of the terms of this Agreement.