

BARX Terms

relating to Ecommerce services

www.barx.com

BARX TERMS

These BARX Terms apply to Barclays Capital's eCommerce and related services.

To accept the BARX Terms, Client is requested to kindly:

- read the BARX Terms and General Usage Guidelines;
- insert the details on Client; and
- arrange for an authorised signatory of Client to sign the BARX Terms below.

Client may also insert details of its Authorised Users and its Security Administrator overleaf (if these individuals are known). Client may update Authorised Users and Security Administrator at a later date.

Please insert Client details below:

Full legal name of Client: ("Client")

Client's jurisdiction of organisation:

Client address:

.....

.....

Acceptance of BARX Terms by Client:

Client understands and accepts the legally binding BARX Terms below and acknowledges receipt of and agrees to comply with the General Usage Guidelines below.

Client also confirms the accuracy of any details of its Authorised Users and Security Administrator overleaf.

Signature:Date:

Authorised signatory

Name of authorised signatory (please print):

Note: if additional signatures for Client are required, these should be inserted above and the name of each additional signatory should be written in BLOCK CAPITALS next to the signature.

Please return the signed BARX Terms to Legal Administration Team, Barclays Capital, Canary Wharf, London E14 4BB or by fax to +44(0) 20 7516 3047 (please return all 12 pages of this document).

Authorised Users:

If Client knows who will be using BARX Services on its behalf, Client may insert their details below (these details may be provided later):

Name	Telephone	Email

Security Administrator

Client should appoint at least one Security Administrator(s) to be an administrative contact for BARX Services. Please insert details below:

Name	Telephone	Email

NB Barclays Capital recommends that a Security Administrator is not also an Authorised User.

BARX Terms

- 1. Scope:** These BARX Terms (“Terms”) apply to Client’s access and use of any BARX Service. They supplement any relevant product-specific agreement (e.g. ISDA) between Client and us. In using a BARX Service or signing these Terms below, Client consents to these Terms, including the electronic delivery of required information and agrees to comply with our BARX User Guidelines (the current version of which is attached), as amended from time to time, and other reasonable instructions notified to you relating to use of BARX Services.
- 2. Logons and Security:** Client must keep each Logon issued to it secret and ensure that it is used only by the individual or system for whom issued. Client is liable for all use or misuse of any such Logon and will comply with all reasonable instructions notified to it from time to time relating to any such Logon. Client will promptly inform us if it suspects that the security or functionality of any Logon or BARX Service has been compromised.
- 3. Help Desk:** Please see <http://www.barx.com/contacts/index.html> for information on our help desk.
- 4. Instructions:** Client authorises us to act (without further enquiry) on any instruction given or appearing to be given using a Logon and received by us in relation to any BARX Service (“Instruction”). Client is not required to submit Instructions; we are not required to act on any Instruction or to execute any transaction. We have no responsibility for transmissions that are inaccurate or not received by us, and we may implement an Instruction on the terms actually received by us. Where a BARX Service permits, you may send cancellations of an Instruction before it is executed; a cancellation is only effective when we inform you. We may cancel a transaction executed at a manifestly erroneous price or volume or where a Regulator requires. Acts and omissions of Client’s Authorized Users are deemed for all purposes to be the actions of Client. Barclays and its Related Parties are not responsible for any losses, damages or costs that may result from errors made by any third party in reading, processing or executing any Instruction, or if any third party otherwise fails to properly execute such Instruction.
- 5. Transactions:** We may send an acknowledgment in relation to a transaction (“Acknowledgment”), including by electronic means. A transaction shall only be binding when we send a confirmation to that effect to Client, including by electronic means (“Confirmation”). If there is a conflict between the terms of any Confirmation and (i) these Terms, or (ii) any Acknowledgement, the terms of the Confirmation will prevail. Execution terms as reflected in such an Acknowledgement or Confirmation sent to Client are subject to adjustment for errors including but not limited to errors on the part of the markets to which Client’s Instructions were routed. Client accepts full responsibility for the review of such Acknowledgements and Confirmations and for notifying Barclays of any discrepancies in accordance with any Terms of Business between Barclays and Client or with standard market practice if no such terms are applicable.
- 6. Fees and Costs:** Client is responsible for all fees, costs and expenses associated with Client’s access to and use of the BARX Service and the execution and settlement of transactions (including commissions, telecommunications, modems and other connectivity costs, and costs of any third party software, equipment and any related maintenance services).
- 7. No advice:** We are not soliciting any action based upon use of any BARX Service. BARCLAYS DOES NOT MAKE ANY RECOMMENDATION AS TO THE SUITABILITY OF ANY INVESTMENT OR PROPOSED TRANSACTION. CLIENT ACKNOWLEDGES THAT WE WILL NOT, AND ARE UNDER NO DUTY TO, PROVIDE ADVICE IN RELATION TO ANY SUCH TRANSACTION OR PROPOSED TRANSACTION THROUGH ANY BARX SERVICE. Client agrees that (a) the BARX Services are not and will not be the basis for any of its investment decisions and (b) it is solely responsible for (i) any investment or trading decisions it makes with respect to products available via any BARX Service and (ii) determining whether any transaction is suitable, appropriate or advisable for it or its clients. Provision of the BARX Services does not make us an advisor or fiduciary for Client or its managed or fiduciary

accounts. These Terms do not constitute an offer to sell or solicitation of an offer to buy securities or other financial instruments.

8. **No Promotion:** Without the prior written consent of the other party, neither party will (i) use the name of the other party, or in the case of Client, the name of any of the Related Parties, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation of the other party or its affiliates in advertising, publicity, or otherwise; or (ii) represent (directly or indirectly) that any product or any service provided by the party has been approved or endorsed by the other.
9. **Intellectual Property:** We grant Client a non-exclusive, non-transferable, personal licence to use (but not modify) each BARX Service, subject to these Terms, solely for Client's internal use (for viewing data and sending Instructions) and if Client is a broker-dealer, investment manager or investment advisor, as agent on behalf of its customers, but otherwise not for use on behalf of third parties. All rights not expressly granted are reserved. Client acknowledges that all intellectual property rights in the BARX Services, including the trademark BARX, belong to us or our licensors and are protected under applicable law. Certain aspects of BARX Services may be provided by third parties and Client will comply with additional restrictions on usage notified to Client that they may impose.
10. **Representations and warranties:**
 - (a) Each party represents and warrants to the other that it has all necessary authorisations and capacity to enter into and perform its obligations under these Terms.
 - (b) The individuals executing these Terms represent and warrant that they are duly authorised by all necessary action to execute these Terms on behalf of their principals.
 - (c) Prior to entering into a transaction, Client will advise Barclays of any legal restrictions on the transfer of any securities Client sells and Client will provide any necessary documents to Barclays (including prospectuses or opinions) to satisfy legal transfer requirements.
 - (d) Where Client is subject to the Employee Retirement Income Security Act ("ERISA"), Client represents and warrants that none of the transactions conducted by Client will constitute prohibited transactions pursuant to the fiduciary provisions of ERISA or Section 4975 of the Internal Revenue Code of 1986.
 - (e) If Client is domiciled or incorporated in the People's Republic of China ("PRC"), Client represents and warrants that it is permitted under the laws and regulations of the PRC, including but not limited to regulations of the State Administration for Foreign Exchange (and State-owned Asset Supervision and Administration Commission, if it is a PRC state-owned entity) to use the BARX Services. Client undertakes that (i) its use of any BARX Service and any transactions entered into is solely for the purposes of hedging its underlying assets or liabilities or in connection with a line of business and not for speculation, and (ii) it has taken all requisite corporate actions to authorise the execution and delivery of all documentation relating to its use of the BARX Services and such documentation constitute legal, valid and binding obligations which are enforceable against Client in accordance with its terms.
11. **Inducement:** Client acknowledges that it entered into these Terms without inducement by any representation or warranty not set forth in these Terms.
12. **Client Indemnity:** Client will indemnify Barclays and its Related Parties against all Losses arising from Client's use of a BARX Service (including breaches of security of the BARX Service (including any access or entry into any of Barclays' other systems not covered by these Terms), and, if Client is a broker-dealer, investment manager or agent acting on behalf of its customers, including any claims that a transaction was not suitable for or not authorised by a customer, caused directly or indirectly by Client or its Related Parties) and any claims by a third party in relation Client's use of a BARX Service, except to the extent caused by our negligence, fraud or wilful misconduct.
13. **Barclays Indemnity:** If any third party claims that Client's use of Proprietary BARX Services in accordance with these Terms infringes its intellectual property (an "IP Claim"), and Client (a) notifies

us promptly of any actual, or threatened IP Claim, (b) does not make any admission of liability, (c) assists us in responding to the IP Claim, and (d) allows us to control discussions and litigation relating to the IP Claim, then Barclays Bank PLC will indemnify Client against damages finally awarded against Client and reasonable legal expenses incurred by Client in dealing with the IP Claim except to the extent the IP Claim arises as a result of (i) the combination by Client or its agents of any BARX Service with other technology if such claim would have been avoided absent such combination, or (ii) modification by Client or its agents of any BARX Service. This paragraph states our entire obligation and Client's sole remedy regarding intellectual property infringement.

14. **DISCLAIMER:** SAVE AS EXPRESSLY SET OUT IN THESE TERMS, EACH BARX SERVICE IS PROVIDED "AS IS" AND BARCLAYS AND ITS RELATED PARTIES MAKE NO WARRANTY, REPRESENTATION OR OTHER ASSURANCE IN CONNECTION WITH ANY BARX SERVICE, INCLUDING AS TO AVAILABILITY, ACCURACY, COMPLETENESS, RESULTS, FUNCTIONALITY, RELIABILITY, PERFORMANCE, TIMELINESS, NON-INFRINGEMENT, SUITABILITY, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. ALL REPRESENTATIONS, WARRANTIES AND ASSURANCES (STATUTORY, IMPLIED OR OTHERWISE) ARE EXCLUDED. WE AND OUR RELATED PARTIES HAVE NO LIABILITY TO CLIENT OR THIRD PARTIES IN CONNECTION WITH ANY BARX SERVICE OTHER THAN FOR WILFUL DEFAULT, GROSS NEGLIGENCE AND FRAUD AND UNDER PARAGRAPH 13 (INDEMNITY) ABOVE. FURTHER, WE ARE NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES WHICH CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THESE TERMS OR USE OF ANY BARX SERVICE, EVEN IF WE KNEW OF THE POSSIBILITY OF THOSE LOSSES. CLIENT IS SOLELY RESPONSIBLE FOR ANY LOSSES, DAMAGES OR COSTS RESULTING FROM YOUR OR ITS RELIANCE ON ANY DATA THAT WE OR OUR RELATED PARTIES MAY PROVIDE IN CONNECTION WITH CLIENT'S USE OF THE BARX SERVICES. NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY LIABILITY TO THE EXTENT CONTRARY TO APPLICABLE REGULATIONS.
15. **Market data:** We and any provider of Market Data are not liable (a) if the Market Data is inaccurate or incomplete in any respect or (b) for any actions that Client takes or does not take based on it. Client will use Market Data solely as part of a BARX Service and will not redistribute or disclose it, save as required under Applicable Regulations. Market Data is the intellectual property of us or our licensor(s). We may collect trade-related data and aggregate it with data of other users such that no user can be readily identified. We shall own all rights in that aggregated data. Client is not permitted to redistribute Market Data to any third party, without Barclays' prior written consent.
16. **Usage information:** If we have an enquiry relating to Client's use of a BARX Service (including if we suspect Client is in breach of these Terms), Client will promptly provide us and/or Regulators with any information, access to premises or systems or assistance reasonably requested by us or any Regulator or as required under Applicable Regulations. Any attendance at Client's premises will, unless Applicable Regulations otherwise require, be subject to reasonable prior notice and Client's reasonable security and confidentiality procedures.
17. **Investment Managers:** If Client is an investment manager or agent, Client agrees that (a) it is executing these Terms on its own behalf and as agent of Client's principals, (b) Client has all requisite authority to so execute and to effect transactions through the BARX Services on behalf of its principals, (c) all such transactions will be suitable and/or appropriate for the principals (to the extent Client has a duty under Applicable Regulations to ensure this) and (d) Client will give us prior notice of any principals on whose behalf it will use a BARX Service. Client shall notify us of any change to its list of principals on whose behalf it uses a BARX Service. Client will indemnify us against any claims by Client's principals in respect of the BARX Services.
18. **Compliance with laws:** Client will comply, and co-operate with us in complying, with all Applicable Regulations when using or accessing any BARX Service. The software used in connection with the BARX Services may include encryption methods that are subject to the export and/or import control laws of the United States of America and other countries. Client will cooperate with Barclays in complying with any such laws.

- 19. Regulatory:** Client confirms that it is an experienced corporate or institutional investor and not a consumer. In the EU, BARX Services are provided to by Barclays Capital, the investment banking division of Barclays Bank PLC. In other jurisdictions, BARX Services may be offered by a particular Barclays' entity, either on its own account or as agent for another Barclays entity. Client acknowledges that we may trade for our own account or for others on the same markets and in the same products (including at different prices or using different strategies than those available via any BARX Service), which could affect the value or terms of Client's transactions.
- 20. Provisions applicable to U.S. Institutional Investors:** If Client is a "U.S. institutional investor" or "major U.S. institutional investor", as defined in Rule 15a-6 of the Securities Exchange Act of 1934, for certain transactions, Barclays Capital Inc. ("BCI") may act as agent for a foreign affiliate (the "**15a-6 Transaction**"). For a 15a-6 Transaction, BCI, a broker-dealer registered with the U.S. Securities and Exchange Commission (the "SEC"), will be responsible as agent for (a) effecting the 15a-6 Transaction, (b) issuing all required confirmations and statements to Client for the 15a-6 Transaction, and (c) keeping books and records for the 15a-6 Transaction as required by rule 15a-6. To the extent permitted by law, transfer of funds and securities in connection with the 15a-6 Transaction shall be directly between Client and the Barclays foreign affiliate engaging in the Applicable Transaction (or their respective agents or custodians) and BCI, as agent, will not be responsible for receiving, delivering and safeguarding funds for the 15a-6 Transaction.
- 21. Confidentiality & Privacy/Data Protection:** Without the other's consent, neither party shall disclose or use for any purpose except as contemplated under these Terms or the relevant product agreement (e.g. ISDA) any information disclosed to it by the disclosing party in connection with a BARX Service, except to the extent that such information is (a) already available in the public domain, other than as a result of a breach of these Terms, (b) already known to the receiving party at the time of disclosure, (c) required to be disclosed under Applicable Regulations or court order or (d) requested by a Regulator. We may disclose information to our agents and suppliers (provided that they are subject to confidentiality obligations). We may store and use the contact details of Authorised Users and the Security Administrator in countries worldwide (including countries outside the EU and EEA). Neither Client nor we shall make any public announcement relating to Client's use of the BARX Services without the other's prior written consent. Client will not rely on Barclays to comply with Client's record keeping and registration obligations (except that Barclays' records may be made available to Client on reasonable request). E-mail, chat and instant messaging features may be provided to Client as a convenience to enhance Client's communications with Barclays. Client will use these features in compliance with Applicable Regulations, and Client will not use them to transmit inappropriate information, including information that may be deemed obscene, libelous, harassing, fraudulent or slanderous. Barclays is not responsible for any transactions that Client may attempt to enter into, or Instructions that Client may attempt to give by means of the BARX Services. The BARX Services and all information on the BARX Services are proprietary and confidential to Barclays or to any applicable third party service providers selected by Barclays. Except as required by Applicable Regulations, Client and its employees will hold the BARX Services and such information in strict confidence and not disclose them to third parties or use them for any purpose not contemplated by these Terms.
- 22. Sponsored Access:** If applicable, Clients using a BARX Service with sponsored access shall maintain its trading activity within the credit, product or other financial limits specified by us. Further, Client shall maintain all technology permitting sponsored access in a physically secure manner and may not permit unauthorized individuals to use or obtain access to such technology.
- 23. Notices:** In accepting these terms, Client agrees to the provision of notices (including acknowledgments, confirmations, statements and communications required under Applicable Regulations) by email and other electronic means as permitted under Applicable Regulations and such electronically delivered documents shall be deemed to be "in writing"; Client may revoke this consent by written notice to us, but Client's access to a BARX Service may be terminated.

24. **Amendments:** We may amend these Terms by 10 or more days' written notice to Client (or immediately if a change is required under Applicable Regulations).
25. **Third party rights:** These Terms are for the benefit of Barclays, Related Parties, our suppliers, our agents and Client. No other third party has rights under these Terms.
26. **Further assurances:** Client shall cooperate with any reasonable request we may make to give full effect to these Terms and any Instruction and to protect our and Related Parties' rights in the BARX Services. Client agrees to cooperate with any reasonable request Barclays may make in order to respond to any inquiries made by any third party service provider or Regulator in connection with the BARX Services.
27. **Termination:** These Terms are effective until terminated by either party upon written notice to the other. We may suspend, limit, change the nature, composition or availability of, or terminate Client's access to all or part of any BARX Service (with or without cause or notice).
28. **Governing law and jurisdiction:** These Terms are governed by the laws of England and Client hereby submits to the exclusive jurisdiction of the courts of England, unless Client is organized under the laws of and located in any of the United States of America or Canada, in which case, these Terms shall be governed by New York law and Client hereby submits to the exclusive jurisdiction of the federal and state courts of New York, NY and Client hereby waives its right to a trial by jury. We may bring proceedings in other jurisdictions. If there is a conflict between these Terms and the terms of a product-specific agreement, these Terms will prevail regarding the BARX Service (and the conclusion of a transaction using a BARX Service) and the product specific agreement (together with the Instructions received by us through a BARX service) will regulate the commercial terms of the Transaction. For some BARX Services, exchange or trading system rules may also apply.

If Client is incorporated or located in the PRC, these Terms shall be governed by and construed in accordance with the laws of England. Any dispute arising from or in connection with these Terms (including a dispute regarding the existence, validity or termination of these Terms or the consequences of its nullity and including any dispute as to the validity or enforceability of this paragraph 28) shall be referred to and finally resolved by arbitration under the Arbitration Rules (the "Rules") of the London Court of International Arbitration. The arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the third arbitrator shall be appointed by the two arbitrators so appointed in accordance with the foregoing and if these two arbitrators fail to appoint the third arbitrator within 30 days, the third arbitrator shall be appointed by the President of the London Court of International Arbitration. The seat of arbitration shall be London, the arbitration shall be conducted in the English language and the arbitral award shall be final and binding on the parties.

29. **Miscellaneous.** These Terms (and the BARX User Guidelines) are the parties' entire agreement and supersede all previous agreements on the matters covered by these Terms. Neither party may assign these Terms without the other's written consent; any assignment in breach is void. However, we may assign these Terms to any Affiliate or to any entity which succeeds to all or substantially all of our assets and business. The following paras. of these Terms shall survive termination: 10-16, 21, 22 and 28. These Terms will remain in effect with respect to all transactions executed through a BARX Service that remain outstanding as of the effective date of termination and Client shall continue to be bound by all of its obligations and Barclays shall continue to be entitled to all of its rights under these Terms, notwithstanding such termination of these Terms with respect to all outstanding transactions. Each party acknowledges that a breach of any provision of paras. 10, 12 or 21 of these Terms will cause the other irreparable injury and damage. Therefore, injunctive relief may be sought in addition to any other rights and remedies which may be available to the party at law or in equity. These Terms can be executed in one or more counterparts, each of which will constitute an original and together shall constitute one instrument.

30. Interpretation: Headings are for ease of reference only. The word “Including” or “including” will be interpreted as if followed by the phrase “without limitation”.

31. Definitions

“**Affiliate**”: any entity controlled directly or indirectly by, or under common control with, Barclays Bank PLC.

“**Applicable Regulations**”: any applicable laws, rules and regulations (including any rules, policies and practices of a relevant Regulator) from time to time.

“**Authorised User**”: the person(s) and/or system(s) for whom Client or any Authorised User requests access to a BARX Service, which request may be by email, phone, in person or in writing and to which we provide such access or a Logon.

“**Barclays**”/ “**we**”/ “**us**”/“**our**”: Barclays Bank PLC and its Affiliates.

“**BARX Service**”: any electronic commerce, messaging or information service provided by or routing to Barclays (directly or via a third party, e.g. Bloomberg), whether or not branded BARX (including any trading, algorithmic calculation or trading, routing, clearing, settlement, matching, communications or reconciliation services).

“**Client**”: the entity identified in the form below.

“**Logon**”: any PIN, digital certificate, password, authentication code or other data or device that enables access to a BARX Service.

“**Losses**”: liabilities, costs, claims and expenses (including reasonable attorney fees).

“**Market Data**” means prices, market data, research, commentary, and other information.

“**Proprietary BARX Services**”: Any BARX Service wholly owned and controlled by Barclays excluding in any event any services provided by a third party (e.g. via Reuters or Bloomberg).

“**Regulator**”: any regulator, self-regulatory body, exchange, clearing house, alternative trading system, electronic communications network or similar entity to whose rules or regulations we or Client is subject in respect of a BARX Service.

“**Related Party**”: any Barclays’ director, officer, employee, agent or licensor of any part of any BARX Service.

“**Security Administrator**”: the person(s) appointed by Client to act as an administrative contact.

Barclays Capital – the investment banking division of Barclays Bank PLC. Registered in England 1026167.

Registered office: 1 Churchill Place, London E14 5HP, England (tel +44 20 7773 0232;

ecommerce@barclayscapital.com). VAT registration no.: GB 243 8522 62

Authorised and regulated by the Financial Services Authority and a member of the London Stock Exchange. Barclays Bank PLC undertakes US securities business in the name of its wholly-owned subsidiary Barclays Capital Inc., a SIPC and NASD member.

General BARX™ Services Usage Guidelines

Welcome

Welcome to BARX. Please read these usage guidelines, which contain important information relating to your usage of BARX Services. These usage guidelines are intended to supplement the BARX Terms.

Where to Get Help

If you have any problems or questions on technical issues relating to a BARX Service, please contact us at:

London Futures & Options:	+44 20 777 33460
London Foreign Exchange:	+44 20 777 39885
London Other Client Support:	+44 20 777 31600
Singapore Client Support:	+65 6308 3270
NY Futures & Options:	+1 212 412 3650
NY Foreign Exchange:	+1 212 412 3640
NY Other Client Support:	+1 800 571 1750

Telephone support is generally available 24 hours a day on business days.

Getting Access

Your firm should provide Barclays with the name of a central contact, the “Security Administrator” to act as a point of contact on administrative and other queries about your use of BARX. We will also need the names and contact details and domicile of people whom your firm wishes to use the BARX Service as “Authorised Users”. The Security Administrator or any Authorised User may notify us of changes to the list of Authorised Users.

For our Proprietary BARX Services, we will provide each Authorised User with a Logon, including sending them a password to allow them to access the BARX Service.

Your firm is responsible for ensuring that only Authorised Users access and use the BARX Services from its systems.

Authorised Users

We treat any Instructions appearing to come from a Logon as valid, therefore it is important that your firm notifies us in writing of any changes regarding Authorised Users, for example when a colleague leaves or changes role. If your firm wishes to terminate access for any given Authorised User, your firm may do so only by contacting a member of our Client Services Group by telephone (at the relevant number shown above in “Where to get Help”) advising us to disable access for such Logon.

We will endeavour to respond to any request to disable access for any Authorised User or compromised Logon as soon as reasonably possible after receipt of such telephonic communication.

Keeping You and Your System Secure

Your firm’s information technology systems (your “IT System”) must support your access to the BARX Services. We may ask your firm to run certain IT System tests, or to provide us with IT System information in connection with your use of the BARX Services.

Please ensure that each Logon is only used by the relevant Authorised User and is kept secure and confidential. Please do not share Logons. Please do not record Logons.

Please inform us immediately if any Logon has been lost, disclosed or compromised, or if you believe that any Logon has been used in an unauthorised manner.

We implement reasonable IT security measures, and we require that your firm do the same, including taking reasonable steps to:

- have firewalls and similar security measures in place;
- ensure physical security of its system (amongst other things, please ensure that users of BARX Services lock their workstation when away from their desk);
- ensure that its IT System (to the extent it is connected to or might compromise any BARX Service) is and remains virus free;
- ensure that it has the fastest possible internet connection in order to minimise delays in communications and to assist stable data exchange.

We may send a digital certificate to each Authorised User's computer for security and verification purposes. You may not alter that certificate or copy it, including to any other computer or communication device and you are solely responsible for safeguarding the security and confidentiality of any digital certificate sent to you and shall be responsible for its use. Your firm is responsible for any third party provider you or it uses in connection with your firm's IT System or telecommunications.

If you have problems with your firm's IT system, and such problems are reasonably likely to adversely affect any BARX Service you must inform us as soon as reasonably possible.

Limits on Using BARX Services

We have provided your firm with access to the BARX Services in order to enable you to trade with or through Barclays. Only Authorised Users may access the BARX Service. You may not pass on any pricing or other information from the BARX Services to other parts of your business, or access or allow access to the BARX Services for any reason other than using the BARX Services.

FIX and Black Boxes

You need to ask us before using any high speed or automated mass data entry system, (commonly called a "black box") with any of the BARX Services.

If you or your firm communicate with BARX Services through any interface protocol, such as FIX (Financial Information Exchange), those communications will be subject to any rules of engagement we provide to you or otherwise agree in writing. You need to carry out testing on any interface protocol before using it in a live environment, and you are responsible for any problems or failures.

Algorithms

We may offer you the use of algorithms which can be used to predetermine a trading strategy. You should ensure that the algorithm is appropriate for your firm's or, as applicable, your client's needs. Algorithms, like other BARX Services, are provided "as is"; in particular you should be aware that algorithms may not function properly or as expected if there are anomalous trading conditions. The effectiveness of algorithms may depend on the validity of the assumptions underlying them. You may use algorithms only where allowed by Applicable Regulations. The output of any algorithm is not investment advice or a recommendation as to the suitability of any investment or proposed transaction through any BARX Service.

Messaging

If you use any messaging service in connection with the BARX Services, remember that you may not use such messaging features to transmit inappropriate information, including information that is reasonably likely to be deemed obscene, libellous, harassing, slanderous, fraudulent, false or malicious.

Third Party Providers

Barclays uses third party providers in connection with the BARX Services. Sometimes we will inform you of rules or terms and conditions imposed by those third party providers and we require that you and your firm comply with them. This is important for your continued use of the BARX Services.

Market Data

Often we utilise the services of third party market data providers, whom we do not control and who do not offer assurances that the information is accurate. Accordingly, any information we display through the BARX Services is provided on an “as is” basis, and we cannot guarantee its accuracy or completeness. Additionally, it is only provided for use in connection with the BARX Services, and it is important that you do not disclose that information to anyone else, or use it for any other purpose.

Regulatory matters

In order to use the BARX Services, you are obliged to comply with all Applicable Regulations.

United States Clients

Your use of the BARX Services must comply with all Applicable Regulations and with the policies and practices of securities and futures exchanges and clearing houses, alternative trading facilities, and self-regulatory organisations, including rules regarding short sales under U.S. securities laws (e.g., Securities and Exchange Commission Rule 10a-1). Further, you must provide us with all terms and conditions relevant to your orders, designate any of your short sales as such and locate the borrow of shares prior to placing any short sale orders with us, all in accordance with applicable law. If you use any BARX Service to effect transactions in securities that your firm or your firm’s affiliates issued or, if your firm is a broker-dealer, investment manager or investment adviser and are acting on behalf of a customer, in securities which the customer or the customer’s affiliate issued, such transactions will comply with Applicable Regulations regarding transactions in securities by issuers and affiliates. Prior to entering an order, you will advise us of any legal restrictions on the transfer of any securities you sell (including, but not limited to Rule 144 or 145(d) under the Securities Act of 1933) and you will provide any necessary documents to us (including prospectuses or opinions) to satisfy all legal transfer requirements. Your firm is responsible for any delays, expenses and losses associated with compliance or failure to comply with any restrictions on the transfer of securities.

Indian Clients

If you are domiciled or incorporated in India, your use of a BARX Service must comply with all the guidelines issued by the Reserve Bank of India on internet-based services for foreign exchange-related transactions. We will provide Indian clients with a risk awareness letter. If you are an Indian client, you undertake to provide us with a signed copy of that risk awareness letter promptly.

Trade Marks

“BARX”, “Barclays”, “Barclays Capital” and “The Trader’s Best Friend” are trade marks or registered trade marks of Barclays Bank PLC and/or its Affiliates.

Terms of Use apply

Your use of the BARX Services is also subject to the BARX Terms (or any prior version thereof agreed between your firm and us). Nothing in these usage guidelines, alters the BARX terms or such prior version, as applicable. You will also comply with the various legends, disclaimers and other restrictions displayed on any particular BARX Service.

Definitions

Any capitalised terms are as defined below:

“**Affiliates**” means any entity controlled directly or indirectly by, or under common control with, Barclays Bank PLC

“**Applicable Regulations**” means any applicable laws, rules and regulations (including any rules, policies, practices of a relevant Regulator) from time to time.

“**Authorised User**” means the person(s) and/or system(s) for whom Client[you] or any Authorised User requests access to a BARX Service, which request may be by email, phone, in person or in writing and to which we provide such access or a Logon.

“**Barclays**”/“**We**”/“**Our**”/“**Us**” means Barclays Bank PLC and its Affiliates

“**BARX Service**”: any electronic commerce, messaging or information service provided by or routing to Barclays (directly or via a third party, e.g. Bloomberg), whether or not branded BARX (including any trading, algorithmic calculation or trading, routing, clearing, settlement, matching, communications or reconciliation services).

“**Client**”/“**You**”/“**Your**” means the Authorised User and the firm on whose behalf that Authorised User is acting.

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