

The following are the terms (“Terms”) on which the Firm and the person identified above (collectively and each individually, “Client”) may use the Tellurian Capital Site (the “Website”) or any content available on the Website that is made available via any application, platform or other medium (the “Content”). For the purposes of these Terms, the term “Site” shall mean, as applicable to Client’s method of access and/or use, the “Website” and/or the “Content”. The Client is accepting these terms and conditions of use (the “Terms”). The term “you” refers to any User.

### **Registration And Access**

Access to any Site is password-protected. Tellurian Capital will assign a user name (“User Name”) and password (“Password”) to each individual who is granted access. Each User Name and Password should be kept strictly confidential and is for the exclusive use of the individual to whom they are assigned. Accordingly none of the following are permitted:

- any disclosure to or use by any third party of your User Name or Password
- any part of any Site being accessed by persons who have not been registered with Barclays Capital as users of any Site
- access being made available to third parties or multiple users through your User Name or Password on a network or through any other means
- access to any Site by anyone other than Client or a User

Client agrees to, and to cause its Users to, protect the confidentiality and security of any Site and its contents and that such contents will only be communicated within Client to properly authorized employees and agents. Client is liable for all use or misuse of any such User Name or Password and will comply with all reasonable instructions notified to it from time to time relating to the same. Client authorizes us to act (without further enquiry) on any instruction given or appearing to be given using a User Name and Password and received by us. Tellurian Capital is not responsible for any breach of security caused by your failure to maintain the confidentiality of your User Name or Password. Client will promptly inform us if it suspects that the security or functionality of any User Name or Password or any Site has been compromised. Effective immediately upon cessation of any User’s employment with or agency for Client, User shall no longer access any Site using any User Name or Password given to Client. Client shall remain liable for any use of any Site by any User who has ceased employment with or agency for Client until the applicable User Name and Password is disabled following notice to us by Client.

### **Security of Stored User ID**

Any of the sites allows you to store your User Name and Password so that you will not be required to enter it upon each access to any Site. As described herein, Tellurian Capital is not responsible for any breach of security caused by your failure to maintain the confidentiality of your User Name and Password, regardless of whether it is stored by any Site. By storing your User Name and Password, you may increase the risk of unauthorized access to any site and to your information on any Site. (Note that access to certain secure services will always require the use of a User Name and Password.) If you use a shared or public computer you must not elect to store your User Name and Password. You may elect at any time to cease the storage of your User Name and Password.

### **Use of the Site**

You may not gain access to or use any Site:

- for any purpose that is unlawful or prohibited by the Terms
- in any manner that could directly or indirectly damage or otherwise interfere with any Site or any other website, application or platform owned or controlled by Tellurian Capital
- in any manner that could directly or indirectly interfere with any other User’s ability to access any Site or any other website, application or platform owned or controlled by Tellurian Capital
- to gain unauthorised access to any other website, application or platform owned or controlled by Tellurian Capital, to any other account or account information, or to any computer system(s) or network(s) connected to any Site

You agree at all times to use any Site with utmost good faith. By way of example, but not by way of limitation, you shall not:

- publish, post, upload, distribute or otherwise disseminate any inappropriate, profane defamatory, infringing, obscene, indecent or unlawful material or information
- upload files that contain software, information or other material protected by copyright or any

other intellectual property rights unless you own or control the rights thereto or have received all necessary consents to do the same

- upload files that contain viruses, trojan horses, worms, time bombs, cancelbots or similar contaminants
- violate any applicable laws or regulations

### **Electronic Communications**

Tellurian Capital reserves the right, as permitted by applicable law, to monitor electronic communications. In connection with your use of any Site, Client acknowledges and consents to the electronic recording (including taping) of any communication, electronic or otherwise, between its Users and Tellurian Capital or its representatives or agents by means of any Site. Client acknowledges and consents to our use of cookies and other tracking technologies to collect information about recipients of electronic communications (such as internet protocol addresses). Client acknowledges and consents to the recording, retention and use by Tellurian Capital and their employees, representatives and agents of all information and data that any User inputs during use of any Site, including without limitation, all account information provided by Client and its Users and all selections and uses of calculators and other tools included therein. Anything that Client or any of its Users transmits to any Site becomes the property of Tellurian Capital, may be used by Tellurian Capital for any lawful purpose, and is further subject to disclosure as deemed appropriate by Tellurian Capital, including to any legal or regulatory authority to which Tellurian Capital is subject.

### **Privacy Statement**

Keeping your personal information secure and ensuring your understanding of how we use that information is important to us. Our goal is to help you understand how the personal information you choose to share with us through any Site is used and maintained. You are not under any legal obligation to share your personal information with us.

The personal information you provide and the data you create and save on any Site is used to provide the services available through any Site to you and to inform you of products, services, or other opportunities that may be available through Tellurian Capital. Such information and data will also be used to administer our business, any Site and our services in a manner consistent with our Terms as well as all applicable laws, rules, regulations, or other legal obligations. We do not sell or market your personal information or personalized data to unaffiliated organizations. If you provide us with your email address, or have done so in the past, we may upon occasion email you. Emails sent to us through any Site will be maintained in a manner consistent with our legal and regulatory requirements regarding client and public communications. When you access any Site we ask you to authenticate yourself. In addition when you navigate through any Site we may log the date, time and duration of your visit and also the pages on the Site that you have visited. We use this information to monitor how Users navigate through the Site in order to enable us to evaluate and improve the Site. We also use this information to monitor the effectiveness, and extent and frequency of usage of our products, and to further improve our products and our relationships with our clients. In addition, we may also use this information to identify, and inform you by email and other means of, additional products and services that we think may be of interest to you or to otherwise support your relationship with Tellurian Capital. We may send the aforementioned data abroad to vetted third parties as part of the processing of your details and to our affiliates worldwide. We will only use this information for internal purposes within the Barclays organization. By using any Site you agree to your information being used as described above. The following Tellurian Capital Privacy Principles, set out below, explain more fully how your information will be treated by Tellurian Capital.

- We will only collect and use your information where we have lawful grounds and legitimate business reasons to do so; and
- We will be transparent in our dealings with you as to inform you about what information about you we will collect and how we will use it.
- If we have collected information for a particular purpose we will not use it for anything else unless you have been informed and where relevant your permission obtained.
- We will not ask for more information than we need for the purposes for which we're collecting it.
- We will update our records when you inform us that your details have changed.

- We will continue to review and assess the quality of our information.
- We will implement and adhere to information retention policies relating to your information and will ensure that your information is securely disposed of at the end of the appropriate retention period.
- We will observe the rights granted to you under applicable privacy and data protection laws and will ensure that queries relating to privacy issues are promptly and transparently dealt with.
- We will train our staff on their privacy obligations.
- We will ensure we have appropriate physical and technological security measures to protect your information regardless of where it is held.
- We will ensure that when we outsource any processes we ensure the supplier has appropriate security measures in place and will contractually require them to comply with these Privacy Principles.
- We will ensure that suitable safeguards are in place before personal information is transferred to other countries.

Any conflict between this Privacy Statement and the rest of these Terms shall be determined in favor of the rest of these Terms. Tellurian Capital may change this Privacy Statement at any time. Any changes or updates will be effective immediately upon posting to the Website.

### **No Offer of Securities**

The material at any Site is for informational purposes only and under no circumstances should any of the material at any Site be considered as an offer to sell or a solicitation of an offer to buy the securities or any other instruments of Tellurian Capital or any other issuer. Offers can only be made where lawful under applicable law. If you wish to obtain further details about any information contained on any Site, we suggest that you contact a Tellurian Capital representative.

### **Hypothetical or Past Performance**

Hypothetical or simulated performance results have inherent limitations. Unlike an actual performance record, simulated results do not represent actual trading. Also, since the trades have not actually been executed, the results may have under- or over-compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated trading programs in general are designed with the benefit of hindsight, no representation is being made that any account will or is likely to achieve profits or losses similar to those shown.

### **Material to be Consulted in its Entirety**

All materials at any Site are meant to be reviewed in their entirety, including any footnotes, legal disclaimers, restrictions or disclosures, and any copyright or proprietary notices. Any disclaimers, restrictions, disclosure or hedge clauses apply to any partial document or material in the same manner as they do the whole, and will be deemed incorporated in the portion of any material or document that you consult or download.

### **Statement Information**

Any statements relating to your transactions that are made available to you via the Website have been provided as a courtesy to you at your request and do not replace or supersede your customer account statement. In the case of any conflict, the information on your customer account statement shall prevail. We do not guarantee the accuracy or completeness of this information. This information is based upon the market value of your account as of the dates specified herein and is subject to market fluctuation.

### **No Warranty; Liability Waiver**

THE WEBSITE, THE CONTENT AND ANY DATA OR CONTENT CONTAINED ON OR IN EITHER IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. TELLURIAN CAPITAL AND THEIR EMPLOYEES, AGENTS AND LICENSORS (COLLECTIVELY, "RELATED PARTIES") MAKE NO WARRANTY, REPRESENTATION OR OTHER ASSURANCE IN CONNECTION THEREWITH, INCLUDING AS TO AVAILABILITY, ACCURACY, COMPLETENESS, RESULTS, FUNCTIONALITY, RELIABILITY, PERFORMANCE, TIMELINESS, NON-INFRINGEMENT, SUITABILITY, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. ALL

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