

SUBSCRIPTION COVER SHEET

EUROMONEY TRADING LIMITED and **THE BRAZILIAN DEVELOPMENT BANK – BNDES** agree to the EUROMONEY INSTITUTIONAL INVESTOR PLC AND INSTITUTIONAL INVESTOR INC TERMS AND CONDITIONS attached.

PURPOSE:

Product	Quantity	Supply Period	Pricing
Trade Finance	1 Annual number of print issues, 1 online	36 months	US\$ 4,016.25
Airfinance Journal & Deals Database	1 Annual number of print issues, 1 online	36 months	US\$ 8,657.25
IFLR-International Financial Law Review	3 Annual number of print issues, 3 online	36 months	US\$ 11,955.00
Total			US\$ 24,628.50

01 NOV 2015.



Euromoney Trading Limited
(A subsidiary of Euromoney Institutional Investor PLC)



Banco Nacional de Desenvolvimento Econômico e Social – BNDES
(The Brazilian Development Bank – BNDES)

Witnesses: 

L THOMPSON

Name:


Francisco Eduardo Santos Rizzo

Name:
Francisco Eduardo Santos Rizzo
Chefe de Departamento
AA/DEPAD



EUROMONEY INSTITUTIONAL INVESTOR PLC AND INSTITUTIONAL INVESTOR INC
TERMS AND CONDITIONS
IMPORTANT - PLEASE READ CAREFULLY

1 INTRODUCTION

1.1 These are the terms and conditions of service ("**Terms**") which govern the use of all websites ("**Sites**") and related Services (as defined below) owned, operated or provided by Euromoney Institutional Investor plc ("**Euromoney II**"), Institutional Investor Inc ("**Institutional Investor**") or another group company. Your use of the Sites and Services is conditional on you complying with these Terms. Any additional terms and conditions that are posted on specific Sites or agreed in relation to any Service shall be deemed incorporated into these Terms.

1.2 Please note:

(a) Where you visit, register and/or subscribe to a Euromoney II Site or related Service, these Terms will be governed by the laws of England and Wales and will operate as between Euromoney II and you, to the maximum extent permissible under the law of the territory that you are located in.

(b) Where you visit, register and/or subscribe to an Institutional Investor Site or related Service, these Terms will be governed by the laws of the State of New York, and where applicable, the laws of the United States of America, and will operate as between Institutional Investor and you, to the maximum extent permissible under the law of the territory that you are located in.

1.3 A non-exhaustive list of Euromoney II Sites and Institutional Investor Sites, respectively, is set out at the end of these Terms. If any Site is not included on this list, the applicable party to these Terms (being either Euromoney II or Institutional Investor) will be the party indicated on the relevant Site or otherwise notified to you.

1.4 Provision of registration information by you to us (where relevant) will constitute an offer by you to become a Registered User or Subscriber (as applicable) on these Terms and any other terms applicable to the specific registration or subscription (including, without limitation, terms relating to the number of licensed users, the applicable charges and period of any subscription). You will not become a Registered User or Subscriber (as applicable) nor be entitled to access or receive Sites, Content or Services relating to the relevant registration or subscription unless and until we notify you of our acceptance of such offer, by providing you with a user name and password or otherwise (in accordance with the registration or subscription process on that Site).

1.5 Please read these Terms carefully. Each time you access a Site or use a Service, these Terms will apply. These Terms may be amended in accordance with Clause 16 below. It is your responsibility to bring these Terms to the attention of anyone who may, through you, access a Site or view or use any Content (as defined below). If you have any questions regarding these terms with any of the Euromoney II Sites, please contact us at publisher@euromoneyplc.com. If you do not wish to be bound by these Terms, do not use any of the Sites or Services.

1.6 You may access a Site as follows:



(a) if you go through a registration process on that Site (if available), as a "**Registered User**" (in accordance with Clause 6 below); or
(b) if you register as a "**Subscriber**" to our subscription Services which we offer or may offer in the future (in accordance with Clauses 6 and 7 below); or
(c) by accessing the Site without registration or subscription under (a) or (b), (as a "**Visitor**"). In such circumstances, your use of the Site or any Content (as defined below) constitutes your acceptance of these Terms.

1.7 To the extent any individual accesses a Site or uses a Service as an employee, partner, director, agent or representative ("**Agent**") of any legal entity which is a Subscriber, the Agent warrants that he or she has authority to agree to these Terms on behalf of the relevant legal entity.

1.8 Some areas on a Site may only be available to Registered Users or Subscribers (see Clause 6 below).

1.9 A Site may be supported by sponsoring organizations and advertisers (the "**Sponsors**") whose names appear on the Site and whose own websites may be accessed by Internet links from that Site – see Clause 12 below.

1.10 Please also see our privacy statement in relation to use of your personal data by Euromoney II and Institutional Investor.

2 DEFINITIONS

2.1 "**you/your**" means (as appropriate), the Visitor, Registered User and/or Subscriber accessing a Site or using a Service.

2.2 "**we/us/our**" means Euromoney II and/or Institutional Investor, as appropriate in accordance with Clause 1.2 above.

2.3 "**group company**" means Euromoney Institutional Investor plc or any subsidiary of Euromoney Institutional Investor plc (including, without limitation, Institutional Investor Inc).

2.4 "**Content**" means all material, data, information and products on the Sites or provided as part of a Service (including, without limitation, any Electronic Books or publications sent by post as part of a Service, but excluding any Posted Material (as defined in Clause 9.1)).

2.5 "**Electronic Books**" means any electronic book including without limitation ebooks and yearbooks or other written material available for download from any of our Sites, e-mailed directly to you as part of a Service or disseminated by other electronic means for viewing without accessing a Site.

2.6 "**Services**" means

- (a) the supply of on-line or electronic information, publications and data products;
- (b) the supply of hard-copy publications and other materials;
- (c) the supply of courses, in relation to subscriptions to the Training Businesses; and
- (d) other services relating to a Site (including, without limitation, any Interactive Areas as defined in Clause 9 below).

2.7 "**Social Media Page**" means a page created, operated or otherwise provided by Euromoney II or Institutional Investor via a third party social media site, network, application and/or service.

 **BNDES**

Marcelo Oliveira S. N. Souza
Advogado



2.8 "SRP" means Structured Retail Products Limited.

2.9 "Training Businesses" means the Euromoney training businesses identified at the end of these terms.

3 YOUR USE OF CONTENT AND TRADE MARKS

3.1 All rights in and to the Content and the Sites belong to us, our group companies or our third party content providers and are protected by the copyright, trade marks, and/or other intellectual property rights ("Intellectual Property") of the UK, US and other countries. We may license third parties to use the Content at our sole discretion.

3.2 You may use the Sites and the Content solely for your own personal use and benefit and not for resale or other transfer or disposition to any other person or entity. You may not use, reproduce, modify, transfer, exploit, distribute or dispose of any Content for commercial purposes, nor in any manner that might compete with our business.

3.3 Subject to the limitations in Clause 3.2 above and your compliance with Clause 4, and further subject to Clause 10 in relation to Electronic Books, you may:

- (a) retrieve and display Content on a computer screen, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disc (but not on any server or other storage device connected to a network); and
- (b) use the "Email this story to a friend" option where the facility is available to email an article from a Site to other individuals without further charge, provided such other individuals also comply with the restrictions on use in Clause 3.2 above.

3.4 The trade marks 'Euromoney Institutional Investor' and 'Institutional Investor' are the property of Euromoney II and Institutional Investor respectively, and other trade marks/logos appearing on the Sites may belong to Euromoney II, Institutional Investor, other group companies or third parties. None of these marks may be used without the express prior written permission of the respective owners.

3.5 If it is brought to our attention that you have sold, published, distributed, retransmitted or otherwise provided access to any article(s) from the Content to anyone without our express prior written permission, we will invoice you for copyright abuse damages of US\$1500 per article unless you can show that you have not infringed any copyright, which will be payable immediately on receipt of the invoice. Such payment shall be without prejudice to any other rights and remedies which we may have under these Terms or applicable laws.

3.6 Any request for permission to republish, reprint or use for any other purpose any articles from any of the Sites or our trade marks should be sent to publisher@euromoneyplc.com. Custom reprints are available either in print or electronic format and all queries should be sent to info@institutionalinvestor.com.

3.7 **DISCLAIMERS AND LIMITATIONS OF LIABILITY.** WITHOUT PREJUDICE TO THE LIMITATION OF LIABILITY PROVISIONS AT CLAUSE 14 BELOW, YOU AGREE THAT YOUR USE OF ANY SITE, CONTENT OR SERVICE IS AT YOUR SOLE RISK AND ACKNOWLEDGE THAT ALL SITES, CONTENT AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE CONTENT MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE CONTENT. SAVE AS PROVIDED IN THESE TERMS, NEITHER WE NOR OUR SUPPLIERS AND LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES AND, TO THE FULLEST EXTENT



ALLOWED BY LAW, EXCLUDE ALL IMPLIED WARRANTIES (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE) REGARDING (A) THE SUITABILITY OF THE INFORMATION; (B) THE ACCURACY, AVAILABILITY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE SITES, CONTENT OR SERVICES; OR (C) THE RESULTS OBTAINED FROM ACCESSING AND USING ANY SITE, SERVICE OR CONTENT. FURTHER, WE DO NOT REPRESENT OR WARRANT THAT (A) THE FUNCTIONS CONTAINED IN THE SITES OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (B) DEFECTS WILL BE CORRECTED; (C) THE SITES, THE SERVICES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; NOR (D) THE USE OF ANY OF THE CONTENT WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

4 YOUR OBLIGATIONS

4.1 This Site is not intended for users of under eighteen (18) years of age, and such individuals are not permitted to be Registered Users or Subscribers. If individuals under eighteen (18) years of age wish to view material on any Site as a Visitor, their parent or guardian must agree to these Terms on their behalf.

4.2 You represent and warrant that:

- (a) you have the capacity to agree to these Terms; and
- (b) you are at least eighteen (18) years of age.

4.3 You undertake that you will, and if you are a Subscriber, you will procure that any licensed user under your subscription will:

- (a) comply with all applicable laws in relation to the Sites and Services, including without limitation, laws relating to the use of Intellectual Property;
- (b) not use the Sites or the Content outside the scope of permitted use under Clause 3 above and will not infringe any Intellectual Property or other rights in or relating to the Site or the Services or of any third party;
- (c) not copy, reproduce, recompile, decompile, disassemble, reverse engineer, upload, download, transmit, create derivative works from or otherwise exploit or tamper with the Site or, subject to Clause 13, any software embodied in any Site or Service;
- (d) not prevent or restrict the use of any Site or Service by other authorised users nor hack into or cause damage to any server or other equipment operated by us; and
- (e) comply fully with these Terms (including, without limitation, the obligations set out in Clause 9, and any additional copyright notices, restrictions or terms of use contained on any Site or agreed in relation to any Service).

4.4 You are responsible for procuring the necessary equipment and the payment of telephone and other charges necessary to access and/or use any Site or Service. We are not responsible for the reliability or continued availability of the telephone lines and equipment you use to access and/or use a Site or a Service.

4.5 Any Content sent for overseas delivery (including, without limitation, any Content for delivery outside the European Union), may be subject to import duties and taxes collected at the final destination. All sales or use taxes, import duties or additional customs charges must be borne entirely by you. We have no control over these charges and we expressly disclaim any responsibility or liability for them. Customs policies vary widely from country to country, so you should contact your local customs office for further information.



Marcelo Oliveira S. N. Souza
Advogado

Additionally, when ordering from Euromoney II, you are considered the importer of record and must comply with all law and regulations of the country in which you are receiving the goods. Euromoney II's international customers should be aware that cross-border deliveries are subject to opening and inspection by customs authorities. Euromoney II may provide certain order, delivery and product information (such as the product's title) to our international carriers and such information may be communicated by the carriers to customs authorities in order to facilitate customs clearance and comply with local laws. If the order is a gift, the package will be marked 'Gift' but the cost or value of the item may still be stated on the customs form and/or the package.

5 OUR OBLIGATIONS

5.1 Subject to and without limitation to Clauses 3.7 and 14, we will exercise reasonable skill and care in our provision of the Services provided to Registered Users and Subscribers, but from time to time faults may occur, in which case we will use reasonable efforts to repair them as soon as reasonably practicable.

5.2 We will endeavour to ensure all subscriptions or other Services are priced correctly on the Sites (or otherwise in the Content). However, errors may occur. If such a pricing error is discovered, we reserve the right to give you the option of either cancelling your order for any particular subscription or other Service or reconfirming your order at the correct price.

6 REGISTRATION AND SUBSCRIPTIONS

6.1 In order to access certain Sites (or specific Content within certain Sites), and/or to receive certain Services, you must register with us as either a Registered User or a Subscriber, as follows:

- (a) certain Sites, Content and/or Services are available free of charge once you register with us, in which case you may access or receive them on these Terms as a Registered User (a "**registration**"); or
- (b) charges are payable for receipt of certain Services (which may include access to certain Sites and Content), in which case you may receive such Services on these Terms as a Subscriber who has paid the relevant charges (in accordance with Clause 7 below) for a specified period of time or, in the case of Training Businesses, for a specified course, and either a specified number of licensed users or a site licence (a "**subscription**").

6.2 In order to register with us, you must provide us with accurate and complete information. It is your responsibility to inform us of any changes to that information (including, without limitation, your email address), by updating your details on the relevant section of the applicable Site or contacting us using contact details on the applicable Site. If you do not provide accurate and complete information when you register, we may not be able to provide the Services or Content that you request or that are suitable to you.

6.3 When you register, you will be given one or more user names and passwords, as appropriate for your registration or subscription to the relevant Site or Service.

6.4 Except to the extent a user name and password is intended for more than one licensed user as agreed by us in writing, the following are not permitted:

- (a) any Registered User, Subscriber or licensed user under any subscription sharing their user name and password; nor
- (b) access through a single user name and password being made available to multiple users on a network.



6.5 Notwithstanding the restrictions in Clause 6.4 above, you are responsible for all access and use of any Site or Service by you or anyone else using any of your user names and passwords and for preventing unauthorised use of any of your user names and passwords. If you believe there has been any breach of security (such as the disclosure, theft or unauthorised use of any user name, password or any payment information), you must notify us immediately by emailing publisher@euromoneyplc.com.

6.6 We reserve the right to access and monitor password-protected information, including any information which you upload or input and any information concerning your activities in relation to a Service or a Site or any Content, in order to fulfil our obligations in these Terms, to protect or comply with our legal rights and obligations and for other purposes as set out in our privacy statement and all in accordance with the terms of our privacy statement. We may also use cookies and similar technical tools as set out in our privacy statement to collect information about your visit to our Sites and display advertisements that may be of interest to you and for such other purposes as are set out in our privacy statement. Our privacy statement sets out further details of our use of cookies and similar technical tools together with details of how turn those cookies on and off.

6.7 The following provisions shall additionally apply to registrations and/or subscriptions to SRP Sites or Services:

- (a) all licensed users under such registrations and/or subscriptions must be employees of your organization;
- (b) in the event that a licensed user ceases to be an employee of your organization, you must notify SRP immediately;
- (c) you must provide to us the corporate email address of each licensed user for use as the user name for such licensed user; and
- (d) you agree that we may refer to your name and to the Services we have provided to you when marketing SRP.

7 SUBSCRIPTION CHARGES AND REFUND POLICY

7.1 Subscribers must pay certain charges in order to receive the relevant subscription Service (unless we agree otherwise for a trial period). In most cases, details of applicable charges can be found on the specific Sites relating to the relevant subscription Service. Where charges are not published on a Site, the applicable charges will be as agreed between you and us. All payments (including any applicable taxes) must be made in any currency that we may specify. We may direct you to make payments to another group company or third party payment agent. If we (or our designated agent) do not receive payment for any charges due, we may immediately suspend your rights in relation to the relevant Service (including any relevant Site and/or Content). You are responsible for the payment of all charges associated with the use of the Service, Site and/or Content using your user name and password.

7.2 Subject to Clause 7.5, if we cancel your rights in relation to any subscription Service in accordance with Clause 18.5(b) below, unless you are or have been in breach of these Terms, we shall refund you on a pro rata basis any subscription charges you have paid in advance (for the relevant cancelled subscription) which relate to any unexpired part of the subscription period at the date of cancellation. You will still be responsible for any fees or other charges incurred by you until the cancellation of your rights in relation to the relevant subscription Service.

7.3 Subject to Clauses 7.4 and 7.5, if you cancel your subscription to any Service in accordance with Clause 18.4 below prior to the end of the subscription period:

- (a) subject to Clauses 7.3(b) and (c) below, you shall be entitled to a refund on a pro rata basis of any



Marcelo Oliveira S. N. Souza
Advogado

A handwritten signature in black ink, appearing to be the name 'Marcelo Oliveira S. N. Souza', written over a horizontal line.

subscription charges you have paid in advance for any complete months remaining of the subscription period at the date of cancellation beyond the initial two years of the subscription period;

(b) we shall deduct from the refund due an administration fee of £100, US\$150 or €150 (depending on the relevant currency of payment); and

(c) if you were granted any discount on the full value of the subscription charges for the subscription period, we shall recalculate the value of the initial year of the subscription period on the basis that no discount was applied to such year.

7.4 If your subscription is in relation to any of the Training Businesses, the provisions of Clause 7.3 shall not apply and you should refer to the cancellation policy applicable to the relevant Training Business, as set out on such Training Business' Site, for your rights in relation to cancellation of the subscription and any refund.

7.5 If your subscription is in relation to an SRP Site or Service, the provisions of Clauses 7.2 and 7.3 shall not apply. Accordingly, you shall not be entitled to any refund where your subscription to an SRP Site or Service is cancelled for any reason.

7.6 Without prejudice to Clause 1.4 above, the parts of the Sites showing Services or other products and services for purchase are intended as advertisements only and shall not constitute offers to sell those Services, products or services by us, our Sponsors or any of our divisions. All advertised prices for such products or services are subject to change without notice. See also Clause 12 below in relation to third party products and services.

8 CONTENT BY EMAIL

We may give you the option to request Content by email. We, our group companies or our third party service providers will also send you emails to keep you updated on developments in the Sites and Services. Your registration for and/or subscription to such an email Service and your use of the Content received through these email Services will be subject to these Terms. You can unsubscribe to our email Service by changing your email preferences on the relevant Site.

9 INTERACTIVE SERVICES

9.1 A Site and/or a Social Media Page may contain bulletin boards, email Services, discussion groups, messaging systems, including instant messaging facilities, and other public areas that allow interactivity between users and/or feedback to be provided to us (together "**Interactive Areas**"). We do not control and are not responsible for the information and/or materials posted to Interactive Areas by you or any third party ("**Posted Material**") and as a result, cannot guarantee the veracity or accuracy of any Posted Material. All use of the Interactive Areas is at your risk and you should not rely on Posted Material in any way.

9.2 You hereby grant us, and, if you are a Subscriber, agree to procure the grant to us by all licensed users under your subscription of, a non-exclusive, perpetual, royalty-free licence to use, reproduce, modify and/or sub-license all or part of your Posted Material, including to sub-license group companies or third parties to use the same. We may without notice to you or any third party delete, move or edit any Posted Material or part of it.

9.3 To the extent permitted under applicable law, you hereby waive, and, if you are a Subscriber, agree to procure the waiver by all licensed users under your subscription of, all moral rights or rights of a similar nature in any jurisdiction in any Posted Material.



9.4 You are responsible for the content of your Posted Material and you may not within the Interactive Areas or otherwise in relation to a Service or a Site (including, without limitation, any email Service), post, publish, link to, upload, download, send, distribute, use or re-use any information or material:

- (a) which is or could be taken to be the provision of advice (including, without limitation, investment advice) or a recommendation to buy or refrain from buying a particular security, financial product or other investment ("Investment") or which has the purpose of affecting the price or value of any Investment;
- (b) obtained in breach of confidence or which contains confidential information or infringes any Intellectual Property rights or rights of privacy or other rights of any third party;
- (c) which is offensive, threatening, abusive, indecent, defamatory, obscene, degrading or menacing, or is otherwise contrary to applicable law or regulation or promoting an illegal act;
- (d) which constitutes unsolicited advertising or promotional material, including but not limited to any chain emails, unsolicited commercial emails, unsolicited bulk email, "spam" or mail bombs; or
- (e) which constitutes or contains a virus or other harmful component or malware.

9.5 Without prejudice to Clause 9.4 above, you may not:

- (a) use any Interactive Area to carry out criminal, fraudulent or illegal activities;
- (b) use any Interactive Area to impersonate any person, company, group or entity or misrepresent a relationship to or with any of the same;
- (c) disguise the origin of any message posted in any Interactive Area; nor
- (d) collect, store, disclose or otherwise process any personal data in relation to your use of any Interactive Area without the knowledge of the relevant individual or in breach of applicable data protection laws.

9.6 You must comply with any additional rules which may, from time to time, be issued by us at particular sections of the Interactive Areas and such rules shall be deemed incorporated into these Terms.

9.7 By accessing the Interactive Areas, you agree to indemnify and hold us harmless against all claims, damages, costs and expenses (including legal and other professional fees) which we may incur as a result of any of your Posted Material.

9.8 We reserve the right to remove Posted Material at any time, for any reason, and without notice, including without limitation for any failure to comply with the provisions of this Clause 9. If any Posted Material fails to comply with the provisions of this Clause 9, we reserve the right to prevent You from accessing the Interactive Areas.

9.9 Our employees or representatives may also submit Posted Material to the Interactive Areas. In doing so, such employees or representatives shall act in a personal capacity and any views they might express shall not be considered our views nor the views of a financial or other professional advisor.

9.10 Where Clauses 9.1 to 9.9 apply to a Social Media Page, such clauses shall be subject to the terms and conditions of use of the third party site, application and/or service on which such Social Media Page appears.

9.11 Notice for Claims of Copyright Violations

If you believe that your work has been copied and posted in the US on any of our Sites in a way that constitutes copyright infringement under US copyright law, you should provide our Copyright Agent (details below) with a written notice that sets forth the infringement details. To be effective, the notice must contain the following information:

- (a) a description of the copyrighted work that you believe has been infringed;
- (b) a description of the material that you claim is infringing the copyrighted work and a detailed description of where it is located on our web site;
- (c) your address, telephone number, and email address;
- (d) a written statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;
- (e) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf; and
- (f) an electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest.

Please send the written communication to our Copyright Agent at the following address:

By mail or e-mail:

Euromoney Institutional Investor PLC
Stephen Hardie
8 Bouverie Street,
London,
EC4Y 8AX
United Kingdom
+44(0) 20 7779 8888
copyright@euromoneyplc.com

If you are accessing our Sites as a Subscriber or Registered User, we reserve the right, in appropriate circumstances and at our discretion, to cancel your right of access to the Sites if you repeatedly infringe the Intellectual Property (as defined in Clause 3.1).

10 ELECTRONIC BOOKS

In the event that you purchase an Electronic Book from one of the Sites, you are granted a non-exclusive right to:

10.1 download the Electronic Book for storage and display in machine-readable form on no more than three devices; and

10.2 obtain a single printout of the Electronic Book.

11 LINKING

11.1 You may create a link from your website to the home page of certain Sites (where they indicate that you may do so) provided that you complete the linking registration form available at the applicable Site (or by contacting us), and provided that you do not link to the Site from any website containing any material which would be in breach of Clauses 4.3(b) to (e) above or which is otherwise unlawful.

11.2 Upon linking to any Site pursuant to these Terms, we shall grant you a non-exclusive, non-transferable, royalty-free license to use our trade marks solely for the purposes of providing an underlined, textual link from your website to the Site. Without prejudice to Clause 3.4, no other use of our trade marks or name is permitted without our express prior written permission.



11.3 The potential linking to an internal or subsidiary page of the Site located one or several levels down from the home page ("**Deep Linking**") or the bringing up of or presenting Content within another website ("**Framing**") is not permitted without our express prior written permission. You must seek and obtain our express prior written permission before Deep Linking or Framing the Site or any Content by contacting us and providing us with:

- (a) your name, email address and telephone number;
- (b) the name of your company;
- (c) the web address(es) where the proposed Deep Linking or Framing will occur; and
- (d) specific details about the contemplated Deep Linking or Framing.

12 ADVERTISEMENTS, LINKS AND THIRD PARTY TRANSACTIONS

12.1 A Site or a Service may contain:

(a) links to other websites provided by Sponsors or other third parties ("**External Sites**"). We shall endeavour to highlight such links although some External Sites may be co-branded with ours. External Sites may advertise or provide the opportunity for you to purchase third party products or services ("**Third Party Services**"); and/or

(b) advertisements for, and/or the opportunity for you to purchase Third Party Services or products or services from us or our group companies.

12.2 The content of External Sites and Third Party Services is not maintained or controlled by us and we are therefore not responsible for the availability, content or accuracy of External Sites or Third Party Services. We do not (a) make any warranty, express or implied, with respect to the use of the links provided on, or to, a Site or Service; (b) guarantee the accuracy, completeness, usefulness or adequacy of External Sites or Third Party Services; or (c) make any endorsement, express or implied, of any External Sites or Third Party Services. Any advertisement or promotion on a Site of a Third Party Service is not an inducement by us for you to enter into any agreement with the relevant third party.

12.3 Any communications or contracts relating to Third Party Services, payment for and delivery of Third Party Services, and any other associated terms, conditions, warranties or representations are exclusively between you and the relevant third parties. You agree not to hold us liable for any loss or damage incurred as the result of any such contracts, communications or other dealings or the presence of such third parties on any Site.

13 SOFTWARE AND JAVA SECURITY

Intellectual Property in any software that is made available for download from the Site ("**Software**") belongs to us or our suppliers. Your use of the Software is governed by the terms of any licence agreement that may accompany or be included with the Software. Do not install or use any Software unless you agree to such licence agreement.

14 LIMITATIONS OF LIABILITY

14.1 Nothing in these Terms shall exclude or limit our liability for fraud or intentional unlawful conduct by us, or death or personal injury resulting from our negligence and the remaining provisions of this Clause 14 below, and Clause 3.7, shall be subject to this provision.

14.2 The Content is made available for your general information and use and is not intended for trading purposes or to address your particular requirements. We do not represent or endorse the accuracy, completeness or reliability of any advice, opinion, statement or other information forming part of the Content. Reliance upon any Content shall be at your own risk.

14.3 Without prejudice to Clause 14.2, the Content does not constitute any form of advice, recommendation or arrangement by us (including, without limitation, investment advice or an offer or solicitation to buy or sell any security, financial product or other investment) and is not intended to be relied upon by users in making (or refraining from making) any specific investment or other decisions. Appropriate independent advice should be obtained before making any such decision. Any arrangements made between you and any third party named in any Content are at your sole risk and responsibility.

14.4 Neither we, nor any of our suppliers, officers, employees, partners, affiliates, subsidiaries, successors and assigns, agents or representatives (our "**Representatives**") will be liable to you for:

- (a) any incidental, punitive, indirect, special or consequential damage, loss or expenses, including but not limited to any loss of business, contracts, revenue, or profits, any business interruption, security breach, loss of data, loss of goodwill or reputation or other pecuniary loss suffered by you, even if we or any of our Representatives have been advised of their possible existence; nor
- (b) any direct damage loss or expenses arising from loss of customers, loss of profits, loss of anticipated profits or loss of savings.

14.5 Without prejudice to Clause 14.4, neither we nor any Representative shall be liable to you for any direct or indirect damage, loss or expenses suffered by you as a result of:

- (a) any viruses, worms, "Trojan horses" or similar programs, denial of service attack, spamming or hacking or consequential damages or any claim against us by any other party;
- (b) any fault, inaccuracy, omission, delay or any other failure in a Site or a Service caused by your computer equipment or arising from your use of the Service on such equipment;
- (c) any inaccuracies or errors in or omissions from any Content including, but not limited to, quotes and financial data; or
- (d) any delays, interruptions or short-term or immaterial errors in the transmission or delivery of any Site or a Service; or
- (e) any additions, deletions or changes made to the Content at any time.

14.6 Without prejudice to Clauses 14.4 and 14.5 and except where you are a Subscriber who has paid the relevant subscription charges, neither we nor any Representative shall be liable to you for any direct or indirect loss, damage or expenses arising by any reason of non-performance by us of these Terms or any other term of our agreement with you.

14.7 Without prejudice to Clause 25 below, to the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these Terms including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the Unfair Contract Terms Act 1977 in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in Clause 3.7 and this Clause 14 shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.

14.8 Without prejudice to the limitation of liability provisions above, in the event that you incur any loss, damage or expense arising out of your use of any Site, Content or a Service, you agree that our liability to

you shall be limited to the higher of (a) the total amounts paid by you to us in the last month in relation to such Site, Content or Service, and (b) the sum of US \$350.

14.9 Euromoney II and other group companies may make their Annual Reports and Accounts available through its website. Neither an audit nor a review provides assurance on the maintenance and integrity of the website, including controls used to achieve this, and in particular whether any changes may have occurred to the financial information since first published. These matters are the responsibility of the directors but no control procedures can provide absolute assurance in this area. Legislation in the United Kingdom governing the preparation and dissemination of financial information differs from legislation in other jurisdictions.

15 INDEMNITY

You agree to indemnify and hold us, our Representatives, licensors and sub-contractors harmless against all costs, claims, damages, liability and expenses (including any professional fees) which we might incur by reason of a breach by you of these Terms including, without limitation, any of the warranties, representations and undertakings in Clauses 4 and 9 above. For the avoidance of doubt, this indemnity shall extend (without limitation) to any losses which we may suffer as a result of the use by third parties of your user name and password, except in circumstances where you can demonstrate to our satisfaction that such third party obtained the relevant details through no fault (including, without limitation, negligence) of your own.

16 CHANGES TO THESE TERMS

We may make additions, deletions or changes (together, "**amendments**") to the provisions of these Terms from time to time. Any amended Terms will be notified to you by being posted on the Sites and material changes will be emailed to our Registered Users and Subscribers. It is your responsibility to refer regularly to these Terms and note any amendments. Amendments will come into effect immediately on the amended Terms being posted on this Site and you will be deemed to have accepted them if you access a Site after that time. If you do not wish to accept them, you must cancel these Terms as described below.

17 COMPETITIONS AND PRIZES

From time to time we will run competitions, free prize draws and promotions on the Site. These are subject to additional terms that will be made available at the time of such competitions, and such additional terms shall be deemed incorporated into these Terms.

18 TERM AND CANCELLATION

18.1 With the exception of subscription Services where a Subscriber loses access on expiration of their subscription, use of and access to the Sites and Services is not subject to any particular time limits.

18.2 As a Visitor, you may cancel your access to and use of any Site (or receipt of any related Service) on these Terms at any time by discontinuing to access and use that Site and associated Content.

18.3 As a Registered User, you may cancel your registration at any time by electronic notice to us using the contact information on the relevant Site or otherwise notified to you.

18.4 In relation to any Subscriber other than a Subscriber to the Training Businesses (as to which see Clause 7.4 above), if your subscription period is over two (2) years, you may cancel your subscription on no less than thirty (30) days' notice to us by post or email using the customer service contact details applicable



to your subscription as detailed at the end of these Terms. You should quote the subscription reference number. There may be a period after the date of cancellation during which you continue to receive publications sent to you as part of your subscription. However, you will not be charged for such publications. For the avoidance of doubt, if your subscription period is for two (2) years or less, you shall not be entitled to cancel your subscription.

18.5 We may cancel your (and, if you are a Subscriber, your licensed users') access to and use of any Site and Content and/or your receipt of any Service on these Terms (including, without limitation, any registration or subscription) at any time:

- (a) if you are a Registered User, by email notice to you; or
- (b) if you are a Subscriber, by email notice to you; or
- (c) if you are a Visitor or if you (or, if you are a Subscriber, any of your licensed users) commit a breach of any provision of these Terms, immediately without us having to provide notice to you.

18.6 Cancellation of your access to and use of any Site and Content and/or your receipt of any Service shall not affect any provision of this agreement which is expressly or by implication intended to come into effect or to continue in effect after such cancellation or expiry, including but not limited to Clauses 3.1, 3.4, 3.5, 7.2, 7.3, 9.2, 9.3, 9.7, 12.3, 14, 15, 18.6, 18.7 and 22.

18.7 Cancellation of your access to and use of any Site and Content and/or your receipt of any Service on these Terms (including, without limitation, any registration or subscription), shall not affect our right to receive any outstanding sums due to us at the date of cancellation, which sums shall be payable within fifteen (15) days of such cancellation.

19 CHANGES TO CONTENT

We reserve the right to delete or change any aspect of the Content, the Interactive Areas, the Site and/or any of the technical specifications or any aspect of the same. You agree and acknowledge that such changes may result in you being unable to access the whole or any part of a Site.

20 NO WAIVER

Failure by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

21 ENTIRE AGREEMENT

These Terms (including any terms incorporated by reference in these Terms), constitute the entire agreement between you and us with respect to your access to and use of any Site or receipt of any Service and supersede all prior agreements, negotiations and discussions between you and us relating to the same. Without prejudice to Clause 3.6 above, we exclude any representations and warranties previously given or made in relation to the same.

22 LAW AND JURISDICTION

22.1 Where you visit, register and/or subscribe to a Euromoney II Site or related Service (as indicated on the Site or otherwise notified to you), these Terms (and any dispute or claim arising out of or in connection with these terms, including non-contractual disputes or claims), to the maximum extent permissible under the law

of the territory that you are located in, will be governed by the laws of England and Wales and will be subject to the non-exclusive jurisdiction of the English courts.

22.2 Where you visit, register and/or subscribe to an Institutional Investor Site (as indicated on the Site or otherwise notified to you), these Terms (and any dispute or claim arising out of or in connection with these terms, including non-contractual disputes or claims), to the maximum extent permissible under the law of the territory that you are located in, will be governed by the laws of the State of New York and, where applicable, the laws of the United States of America. Any action to enforce these Terms shall be brought in a federal court in the state of New York or a state court located in the state of New York, county of Kings., and you agree to submit yourself to the personal jurisdiction of those courts in any such action.

23 FORCE MAJEURE

23.1 We shall not be deemed to be in breach of these Terms by reason of any delay in performing, or any failure to perform any service or our obligations in relation to these Terms, if the delay or failure was due to any cause beyond our reasonable control, including but not limited to acts of God, explosions, floods, fire or accident, war or threat of war, terrorism or threat of terrorism, sabotage, civil disturbance, epidemics, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, or industrial actions or trade disputes (whether involving our employees or of third parties).

23.2 In the event we are so hindered or prevented, we shall take reasonable steps to give notice of suspension as soon as reasonably possible to Subscribers and Registered Users, stating the date and extent of the suspension and its cause. We shall resume the performance of those obligations that have been suspended as soon as reasonably possible after the removal of the cause. In the event that the cause continues for more than one (1) month we shall refund you for any subscription charges you have paid in advance for any suspended Service.

24 ASSIGNMENT AND SUB-CONTRACTING

24.1 You may not assign, sub-license or otherwise transfer any of your rights under these Terms without our prior written consent.

24.2 We may assign, sub-contract or transfer any and all of our rights and obligations under these Terms to any group company or any entity who acquires a substantial part of the assets of our business without your prior written consent.

24.3 Without prejudice to Clause 24.2, we may sub-contract delivery of a Service to any group company who operates the business relating to the relevant information, publication or data product forming part of that Service.

25 SEVERABILITY

If any provision of these Terms is found to be wholly or partially invalid, void or unenforceable by any court having competent jurisdiction or by virtue of any legislation or any other reason, that provision shall be invalid, void or unenforceable to that extent only and no further and the validity and enforceability of the remaining provisions of these Terms shall not be affected.

26 NOTICES

Any notice which is required to be given pursuant to these Terms shall be made by email or first class post, in the case of you, to the address provided on your registration form and, in the case of us, to the address posted on the relevant Site or otherwise notified to you in relation to any relevant Service. Any such notice shall be deemed to have arrived if sent by post within three (3) days of posting and if sent by email at the time of transmission.

27 THIRD PARTY RIGHTS

No term of these Terms is intended to be enforceable by any person other than you or us.

28 HEADINGS

Headings in these Terms are for convenience only and will have no legal meaning or effect.

Euromoney Institutional Investor PLC is a company registered in England and Wales under number 954730 whose registered office is at Nestor House, Playhouse Yard, London EC4V 5EX and VAT number is GB 243 3157 84.

Institutional Investor Inc. is a subsidiary of Euromoney Institutional Investor Plc and is incorporated in the State of Delaware and its federal ID number is 13-2790024 and its registered address is at 225 Park Ave. South, New York, NY 10003, USA.

Non-exhaustive list of Sites

Euromoney Institutional Investor plc Sites are located on the World Wide Web under, but not limited to, the following domains:

www.airfinancejournal.com
www.amm.com
www.asialaw.com
www.asialawprofiles.com
www.asiamoney.com
www.capacityeurope.com
www.capacitymagazine.com
www.capacitymedia.com
www.chinalawandpractice.com
www.coaltrans.com
www.coveredbondnews.com
www.dcgtraining.com
www.emergingmarkets.org
www.euromoney.com
www.euromoneybooks.com
www.euromoneyiibusinesslibrary.com
www.euromoneyconferences.com
www.euromoneycountryrisk.com
www.euromoneydata.com
www.euromoneyenergy.com
www.euromoneyfxnews.com
www.euromoneymarketdata.com



www.euromoneyplc.com
www.euromoneyseminars.com
www.euromoneytraining.com
www.euromoney-yearbooks.com
www.euroweek.com
www.fointelligence.com
www.fow.com
www.fowevents.com
www.globalinvestormagazine.com
www.globaltelecomsbusiness.com
www.hedgefundintelligence.com
www.idcsLtd.co.uk
www.iflr.com
www.iflr1000.com
www.indmin.com
www.internationaltaxreview.com
www.internationaltelecomsweek.com
www.itrworldtax.com
www.latinfinance.com
www.legalmediagroup.com
www.managingip.com
www.managingip.cn
www.mbironoreindex.com
www.mbmarketwatch.com
www.metalbulletin.com
www.metalbulletin.com/events
www.metalbulletinresearch.com
www.metalbulletinstore.com
www.miphandbook.com
www.misti.com
www.mistiasia.com
www.mistieurope.com
www.petroleum-economist.com
www.projectfinancemagazine.com
www.reactionsnet.com
www.StructuredRetailProducts.com
www.theairlineanalyst.com
www.tpweek.com
www.tradefinancemagazine.com
www.wlydirectory.com

Institutional Investor Inc. Sites are located on the World Wide Web under, but not limited to the following domains:

www.absolutereturn-alpha.com
www.complianceintel.com
www.constructionboxscore.com
www.creditroundtable.org
www.derivativesintelligence.com



www.emii.com
www.expertguides.com
www.foundationendowment.com
www.freearasub.com
www.freeii.com
www.fundindustryintelligence.com
www.funddirectorintelligence.com
www.gulfpub.com
www.hydrocarbonprocessing.com
www.iialphahedge.com
www.ii-data.com
www.iimemberships.com
www.iistructuredfinanceguide.com
www.institutionalinvestor.com
www.investorintelligencenetwork.com
www.powerintelligence.com
www.iisearches.com
www.iistructuredfinanceguide.com
www.iitotalinvestment.com
www.institutionalinvestor.com
www.moneymanagementintelligence.com
www.positive-energynetwork.com
www.realestatefinanceintelligence.com
www.refwallstreet.com
www.sovereignfundscentral.com
www.totalasf.com
www.securitizationintelligence.com
www.wgcnews.com
www.wglnetwork.com
www.worldoil.com

Customer services contact details

Title/Cluster	Postal Address	Email Address
Euromoney II	Nestor House, Playhouse Yard, London EC4V 5EX	customerservices@euromoneyplc.com
Institutional Investor	225 Park Ave. South, New York, NY 10003-1605	info@institutionalinvestor.com
Latin Finance	225 Park Ave. South, New York, NY 10003-1605	subscriptions@latinfinance.com
AMM	225 Park Ave. South, New York, NY 10003-1605	custserv@amm.com
Gulf Publishing	Customer Service Dept, Gulf Publishing Company, PO Box 2608, Houston, TX 77252-2608	customerservice@gulfpub.com

Training Businesses



Euromoney Financial Training Americas
Euromoney Legal Training
Euromoney Offshore Financial Training
Euromoney Legal Training Europe
Euromoney Energy Training
Euromoney Financial Training Asia Pacific
Euromoney Legal Training Asia Pacific
MIS Training Asia Pacific
MIS Training Europe
MIS Training Americas



Marcelo Oliveira S. N. Souza
Advogado

A handwritten signature in black ink, appearing to be a stylized representation of the name "Marcelo", written over a horizontal line.