

PUBLIC DISPLAY AGREEMENT

THIS PUBLIC DISPLAY AGREEMENT (the “**Agreement**”) dated as of
BETWEEN:

- (1) ICE Data LLP the registered office of which is 2nd Floor, Sancroft, Rose Street, Paternoster Sq, London, EC4M 7DQ, United Kingdom, (hereinafter called “**ICE Data**”) and
- (2) the registered office of which is situated at
.....
..... (hereinafter called “**Site Owner**”). (ICE Data and Site Owner, each a “**Party**” and together, the “**Parties**”).

WHEREAS:

- (A) ICE Data has entered into agreements (“Quote Vendor Agreements”) under which it has contracted to provide Pricing Data to Quote Vendors.
- (B) Under the Quote Vendor Agreements, Quote Vendors may supply Pricing Data to other Quote Vendors, Sub-Vendors or Subscribers.
- (C) The Site Owner wishes to display Delayed Pricing Data and/or Historic Pricing Data on its web site, or published reports.
- (D) The Site Owner will receive the Delayed Pricing Data and/or Historic Pricing Data as a Subscriber from a Quote Vendor under an agreement between the Site Owner and the Quote Vendor (and in which case ICE Data requires the Site Owner to enter into this Agreement directly with ICE Data to regulate the Site Owner’s use of the Pricing Data and the charges payable).

NOW IT IS HEREBY AGREED as follows:

1. Definitions

In this Agreement unless the context otherwise requires the following expressions shall have the following respective meanings:

Definition	Meaning
“Action”	means any civil, criminal, judicial, administrative, investigative or arbitral action, audit, charge, claim, complaint, demand, grievance, hearing, inquiry, investigation, litigation, mediation, proceeding, subpoena or suit, whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private commenced, brought, conducted or heard by or before, or otherwise involving, any court, tribunal, Governmental Authority or private arbitrator or mediator;
"API"	means all Exchange real time distribution methods used by ICE Exchange Entities including open application program interface, transport software and additional functionality that facilitates entry or placement, and Pricing Data distribution;
“Affiliates”	means in relation to any Party, any Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such Party, where “Control” means the (i) ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares or interests of such entity or (ii) ability to direct the management or affairs of an entity, whether by contract or otherwise;

"Anti-Social Forces"	means (i) an organized crime group, a member of an organized crime group, a related company or association of an organized crime group, and any other equivalent Person of above, or (ii) a Person who themselves or through the use of third parties conducts a demand with violence, an unreasonable demand beyond its legal entitlement, use of intimidating words or actions, damages the credit or obstructs the business of the other Party by spreading false rumors or by the use of fraudulent, or any other equivalent actions of above;
"Business Day"	means any day on which the Exchange is open for business;
"Charges"	means the annual charges set out in Schedule A, Public Display Policy;
"Delayed Pricing Data"	means dynamic or snapshot pricing data which is delayed by a minimum of 10 minutes after initial transmission of real-time data of Traded Contracts;
"Derived Data"	means data which has been produced by the Site Owner based upon a methodology applied to Delayed Pricing Data and/or Historic Pricing Data received by the Site Owner for use in Public Display;
"Exchange"	means any market place in derivatives or other contracts operated by ICE Futures;
"FSMA"	means the Financial Services and Markets Act 2000;
"Historic Pricing Data"	means archived data which specifies the market price of Traded Contracts on any Business Day which is older than 10 minutes;
"ICE Endex"	means ICE Endex Derivatives B.V., or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is regulated by the Netherlands Authority Financial Markets;
"ICE Exchange Entities"	means ICE Endex, ICE Futures Europe, ICE Futures U.S., ICE Futures Singapore, and ICE Futures Abu Dhabi;
"ICE Futures Europe"	means ICE Futures Europe or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is a recognised investment exchange under the FSMA;
"ICE Futures Singapore"	means ICE Futures Singapore or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is regulated by the Monetary Authority of Singapore;
"ICE Futures U.S."	means ICE Futures U.S., Inc. or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is regulated by the Commodity Futures Trading Commission;
"ICE Futures Abu Dhabi"	means ICE Futures Abu Dhabi or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is a recognized investment exchange in Abu Dhabi Global Market and regulated by the Financial Services Regulatory Authority;
"Internet"	means the computer and telecommunications networks, (including the "World Wide Web") commonly known as the internet;

“Intercontinental Exchange or ICE”	means Intercontinental Exchange, Inc a Delaware corporation with its principal place of business at 2100 RiverEdge Parkway, Suite 500, Atlanta, Georgia 30328, USA;
“Person”	means any individual, corporation, limited company, unlimited company, limited liability company, partnership, firm, company, entity, organization or government entity
“Public Display Policy”	means the policy which regulates the use of Pricing Data as exhibited in Schedule A, and as amended from time to time by ICE Data;
“Pricing Data”	means collectively Real Time Pricing Data, Delayed Pricing Data, Historic Pricing Data, and Derived Data;
“Quote Vendor”	means a Person, firm, company or any other organisation which has a current agreement with ICE Data under which ICE Data provides pricing data and authorises that pricing data to be redistributed under certain terms and conditions;
“Real Time Pricing Data or RTPD”	means real time data specifying the market prices of the Traded Contracts;
“Receiving Devices”	means any unit of apparatus, whether fixed or portable, that is capable of requesting, receiving and/or processing Delayed Pricing Data or Historic Pricing Data or the Site Owner’s modification thereto in visible, audible or other comprehensible form;
“Site Owner’s Site”	the Site Owner’s web site, printed or electronic material, or broadcast agreed with ICE Data from time to time;
“Subscriber(s)”	means any and all Persons, firms, companies and organisations with a current contractual arrangement with a Quote Vendor for supply and receipt from such Quote Vendor of Pricing Data;
“Sub-Vendor(s)”	means any Person, firm, company or other organisation with which ICE Data has a current Sub Vendor Agreement which permits them to receive Pricing Data through or from a Quote Vendor;
“Tick Data”	means non aggregated Delayed Pricing Data providing detail of every individual bid, ask and/or trade posting along with associated trade times and volumes;
“Traded Contracts”	means all contracts traded on the Exchange;
“Vendor Access Interface”	means an interface with the API developed by a Quote Vendor and conformed by the Exchange in accordance with the terms of the Vendor Access Interface Agreement by which the Quote Vendor gains access to Pricing Data from the API;
“Vendor Access Interface Agreement”	means the agreement between the Quote Vendor, the Exchange and the IntercontinentalExchange under the terms of which the Quote Vendor is permitted to develop and maintain its Vendor Access Interface; and
“the Website”	www.ice.com or such other Internet website as may be notified by ICE Data to the Site Owner from time to time.

2. Delayed Pricing Data and Historic Pricing Data

- 2.1 In consideration of the Site Owner's payment of the Charges in accordance with Clause 3 hereof, ICE Data throughout the term of this Agreement and subject to the terms of this Agreement, will, where the Site Owner obtains Delayed Pricing Data and/or Historic Pricing Data through a Quote Vendor, allow the Site Owner and its Affiliates to use that Delayed Pricing Data and/or Historic Pricing Data in accordance with this Agreement. The Site Owner acknowledges and agrees that, where it obtains the Delayed Pricing Data or Historic Pricing Data through a Quote Vendor the Site Owner will cease to be able to receive the Delayed Pricing Data and/or Historic Pricing Data if its agreement with the relevant Quote Vendor is terminated for any reason or expires, and that it will in such an event (if it wishes to continue to receive Delayed Pricing Data and/or Historic Pricing Data) either enter into a separate agreement with another Quote Vendor, as might be available, in accordance with the terms of this Agreement.
- 2.2 Nothing in this Agreement shall prevent or restrict ICE Data from making Delayed Pricing Data or Historic Pricing Data available to any Person or organisation, on such terms and conditions as it shall deem fit.
- 2.3 Where the Site Owner obtains the Delayed Pricing Data or Historic Pricing Data through a Quote Vendor, the relevant Quote Vendor shall be responsible, at its cost and expense, for ensuring that its Vendor Access Interface remains conformed in accordance with the terms of the Vendor Access Interface Agreement and shall be responsible for correcting errors and defects and overcoming breakdowns and interruptions occurring in relation to its Vendor User Access Interface. The Site Owner shall be responsible, at its cost and expense, for taking receipt of Delayed Pricing Data or Historic Pricing Data from the relevant Quote Vendor through such means as they have agreed.
- 2.4 ICE Data reserves the right without notice and in its absolute discretion to:
- 2.4.1 introduce details of new Traded Contracts into Delayed Pricing Data or Historic Pricing Data; and/or,
 - 2.4.2 withdraw prices of any Traded Contract that cease trading on the Exchange from the Delayed Pricing Data or Historic Pricing Data.

In addition ICE Data may, upon reasonable notice to the Site Owner (or, where the Site Owner obtains the Delayed Pricing Data or Historic Pricing Data through a Quote Vendor, to the relevant Quote Vendor), introduce, vary or withdraw all or any price information in relation to any Traded Contract if, in the reasonable opinion of ICE Data the trading in that Traded Contract is being carried on at such a level that such variation in the price information comprised in the Delayed Pricing Data or Historic Pricing Data is justified. The Site Owner acknowledges that the Exchange may vary the months in which Traded Contracts are traded and/or for which Traded Contracts are delivered or prices at which they are exercised.

- 2.5 In no case whatsoever shall the Site Owner make, allow to be made available or purport to make available Delayed Pricing Data or Historic Pricing Data to any Person, firm, company or organisation in any way or through any medium which is in contravention of the Public Display Policy. It is a material and ongoing condition of this Agreement that the Site Owner shall at all times for the term of this Agreement comply with the Public Display Policy.
- 2.6 ICE Data shall be entitled to make changes to the Public Display Policy from time to time by giving the Site Owner not less than 30 calendar days' notice (or such shorter period where required for *bona fide* operational, legal or regulatory reasons) in writing, or by posting a notice on the Website and sending an email to the Site Owner to the address set out in Schedule B (or such other email address as may from time to time be notified by the Site Owner in accordance with Clause 10), detailing the amendments to the Public Display Policy. The notice shall be deemed to have been served on the day after posting in the case of a written notice or on the date and at the time of posting on the Website. Any email address provided under Schedule B must be a group (rather than an individual) email address and Site Owner must ensure that all '@ice.com' and '@theice.com' email addresses (and all other email addresses notified to the Site Owner from time to time) are "white-listed" so that emails from these email addresses not rejected or transferred through junk, spam or similar filters.

3. The Charges

- 3.1 ICE Data will, on the date of this Agreement and thereafter on each anniversary of the date of this Agreement, invoice the Charges to the Site Owner, provided the Site Owner shall pay all Charges invoiced within 30 calendar days of the date of each invoice. All payments shall be made in cleared funds. The Site Owner acknowledges that, where it obtains the Delayed Pricing Data or Historic Pricing Data through a Quote Vendor, the Charges payable by it under this Agreement shall be in addition to the fees and charges payable by it to the relevant Quote Vendor.
- 3.2 ICE Data may amend or alter the Charges by giving the Site Owner at least 90 calendar days' notice in writing, or by posting a notice on the Website and sending an email to the Site Owner to the address set out in Schedule B (or such other email address as may from time to time be notified by the Site Owner in accordance with Clause 10), detailing the amended Charges. Any change in the Charges shall not affect the annual Charges already paid but shall only apply in relation to future Charges that may become due under this Agreement. The notice shall be deemed to have been served on the day after posting in the case of a written notice or on the date and at the time of posting on the Website.
- 3.3 Without prejudice to any other remedy ICE Data may have, the Site Owner shall pay ICE Data interest on any overdue sum at the rate of 1.5% per month to run from the date of default to the date of actual payment in full. However, in respect of any amounts that are or become overdue after the date upon which the relevant provisions under the Late Payment of Commercial Debts (Interest) Act 1998 come into force the Site Owner will pay ICE Data interest thereon at the rate from time to time prescribed under that Act or any relevant secondary, amending or substituting legislation.
- 3.4 The Site Owner shall not have any right of set-off or make any reduction or adjustment in respect of any amount due to ICE Data under this Agreement.

Site Owner's liability for Site Owner's own costs, liabilities and expenses

- 3.5 All costs expenses and liabilities incurred by the Site Owner in taking Delayed Pricing Data or Historic Pricing Data through a Quote Vendor shall be for the Site Owner's account.
- 3.6 In addition to any other payments referred to in this Agreement, the Site Owner shall at the same time also pay to ICE Data any Value Added Tax and other applicable taxes and government imposts (but not taxes based on the income of ICE Data) at the applicable rate. All Charges are exclusive of Value Added Tax and other taxes and imposts.

4. Audit Rights

- 4.1 At any time and from time to time during normal business hours, and on not less than thirty days' prior written notice to the Site Owner, and not more than once a year, ICE Data or any Person or Persons specified by ICE Data shall be entitled, and the Site Owner shall permit such Persons, to have access to the premises of the Site Owner at which the Site Owner receives or processes Delayed Pricing Data or Historic Pricing Data and/or the premises from which the Site Owner conducts its business, and shall be entitled, and the Site Owner shall permit such Persons, to have access to and inspect all instruments and apparatus used in connection with or relating to Delayed Pricing Data or Historic Pricing Data to verify the Site Owner's compliance with its obligations under and restrictions imposed on it under this Agreement.

5. Liability

- 5.1 ICE Data warrants that, where it makes the Delayed Pricing Data or Historic Pricing Data available to the Site Owner under this Agreement (as opposed to where the Site Owner obtains it through a Quote Vendor) it is entitled to make the Delayed Pricing Data or Historic Pricing Data available to the Site Owner in accordance with the provisions of this Agreement.
- 5.2 ICE Data does not warrant that the Delayed Pricing Data or Historic Pricing Data will be free from errors or defects or that it will be uninterrupted, but undertakes that once it becomes aware of or notice is given to it of such matters, it will use reasonable skill and care in endeavouring to correct any such errors and defects as soon as reasonably practicable after receipt of such notice.

- 5.3 Subject to Clauses 5.5 and 5.6, the total aggregate liability of ICE Data under or in connection with this Agreement (whether for negligence, breach of contract, misrepresentation or otherwise) shall, in relation to any event and all events preceding that event (taken together), be limited to the amount of all Charges paid and payable by the Site Owner in the 12 months preceding that event.
- 5.4 Subject to Clauses 5.5 and 5.6, ICE Data shall not be liable to the Site Owner for any loss, damage, injury, costs, claims or expenses whatsoever and howsoever arising (whether for negligence, breach of contract, misrepresentation or otherwise):
- 5.4.1 arising from any cause beyond the reasonable control of ICE Data including, without limiting the generality of the foregoing, force majeure, any mechanical or electrical or telephone breakdown or derangement or power failure or malfunction of any computer and/or data transmission or receiving apparatus and/or auxiliary equipment; and/or
 - 5.4.2 arising from claims that the Delayed Pricing Data or Historic Pricing Data contained errors or defects or that the supply of the Delayed Pricing Data or Historic Pricing Data was interrupted; and/or
 - 5.4.3 arising from or contributed to whether in whole or in part by any Person not being ICE Data or a servant or authorised agent or representative of ICE Data; and/or
 - 5.4.4 until the full extent of the loss has become established.
- 5.5 Except as set out in Clause 5.6, ICE Data shall not be liable for any special, indirect or consequential loss or damage of whatsoever nature and howsoever arising (whether for negligence, breach of contract, misrepresentation or otherwise), including without limitation loss of profits, loss of anticipated savings, loss of business or loss of goodwill.
- 5.6 Nothing in this Agreement excludes or limits either Party's liability for its own fraud or for death or personal injury caused by its negligence.
- 5.7 Except to the extent expressly otherwise stated in this Agreement, all conditions, warranties and representations implied by statute common law or otherwise (including, without limitation, warranties relating to fitness for purpose) in relation to the Delayed Pricing Data or Historic Pricing Data are hereby excluded.
- 5.8 The Site Owner shall indemnify and keep indemnified ICE Data and its Affiliates against all costs, including legal costs, expenses, damages, loss and liability incurred or suffered by ICE Data or any of those Affiliates by reason of any claim or claims of whatsoever nature, and whether or not based in whole or in part on the negligence or fault of ICE Data, its employees or agents, which is or may be brought or made by any third party in connection, whether directly or indirectly, to the supply of Delayed Pricing Data or Historic Pricing Data by ICE Data to the Site Owner or the Site Owner's display thereof on the Site Owner's Web Site. ICE Data shall, upon being notified of such a claim: (i) consult with the Site Owner concerning such claim; and (ii) where appropriate and reasonable, take all reasonable steps at the Site Owner's cost and expense to assist the Site Owner's defence of such a claim.

6. Intellectual Property

This Agreement shall not constitute an assignment of any copyright, confidential information or any other intellectual property right whatsoever in or in respect of Delayed Pricing Data or Historic Pricing Data but constitutes a licence to use, process and disseminate Delayed Pricing Data or Historic Pricing Data in accordance with the terms of this Agreement.

7. Agreement Personal to the Site Owner

This Agreement is personal to the Site Owner which shall not, without the prior written consent of ICE Data, transfer, assign, sub-license, charge or deal in any other manner with this Agreement or its rights hereunder or any part thereof, nor purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement.

8. Term of the Agreement

8.1 This Agreement shall take effect upon the date set out above and shall automatically renew for individual one (1) year terms until terminated, as follows:

- (a) in the event a Party does not wish for the Agreement to automatically renew either after the Initial Term or any Subsequent Term, the Party shall provide to the other Party written notice sixty (60) days prior to the end of the Initial Term or Subsequent Term, as appropriate, of its intention not to renew the agreement; or
- (b) by either Party at any time providing sixty (60) days written notice of such termination; or
- (c) by either Party upon written notice to the other with immediate effect if the other Party is in material breach of any of the terms hereof and, if such breach is remediable, that Party fails to remedy the same within one month of that Party being notified in writing of such breach; or
- (d) by ICE Data upon written notice to the Site Owner with immediate effect should ICE Data consider that unreasonable delays, interruptions or distortions in the display by the Site Owner, however made, of Delayed Pricing Data or Historic Pricing Data or any other action or inaction by the Site Owner are causing damage to ICE Data's, ICE's or the Exchange's reputation, and the Site Owner fails to remedy the same within one month of receiving written notice specifying the matter(s) complained of (provided that ICE will not be required to provide a remedy period where the Site Owner persistently does so); or
- (e) by either Party upon written notice to the other with immediate effect in the event that the other Party makes any arrangement or composition with its creditors or a bankruptcy petition is presented or if a receiving order is made against it or being a company an order is made or a resolution is passed for the winding up of the other Party or the other Party has a receiver or administrator appointed of the whole or any part of its assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding up or administration order or if the other Party takes or suffers any similar or analogous action in consequence of debt in any part of the world other than for reorganisation; or
- (f) by ICE Data upon written notice with immediate effect in the event that any invoice issued to the Site Owner pursuant to Clause 3 is not paid within 15 (fifteen) days after the due date for payment.

8.2 Any termination of this Agreement under Clause 8.1 shall be without prejudice to the accrued rights of either Party hereunder or to any other rights to which either Party may be entitled.

8.3 Immediately following any termination of this Agreement the Site Owner shall cease using, processing or displaying Delayed Pricing Data or Historic Pricing Data in any way which is otherwise permitted under the terms of this Agreement.

9. Assistance

The Site Owner will immediately bring to the notice of ICE Data any improper or wrongful use of Delayed Pricing Data or Historic Pricing Data that it becomes aware of and the Site Owner will assist on being so requested by ICE Data in taking all reasonable steps to defend the rights of ICE Data including the institution at ICE Data's cost of any actions which it may deem necessary for the protection of its rights.

10. Notices

Any notice required to be given pursuant to this Agreement shall be in writing, and shall be given by either Party by delivering the same by hand at, or by sending the same by prepaid first class or recorded delivery post or express airmail if to an address outside the country of posting, to the address of the relevant Party set out in Schedule B, or such other address as may from time to time be notified by the Party as its address for service of notices, or if a company, at its registered office for the time being. Any such notice given as aforesaid shall be deemed to have been delivered and upon the expiry of 2 days after the date of posting, if sent by post, or on the date of delivery if delivered by hand.

11. Confidentiality

11.1 Both parties agree and undertake that during the term of this Agreement and thereafter they will keep confidential all information of the other Party which is of a confidential nature (including, without limitation, trade secrets, know-how, processes, plans, prototypes, specifications, formulae, improvement, technical materials, research, calculation methodologies, information and documentation related thereto) which may be disclosed by one Party to another during the course of their relationship, whether furnished orally, in writing, or in electronic form, as regulated by the terms of this Agreement, and except as expressly provided in this Agreement, neither party shall without the prior written consent of the other Party, disclose to any third party any of the other Party's confidential information. In particular, the Site Owner shall not make any of the Delayed Pricing Data or Historic Pricing Data available to any Persons, firms, companies or any other organisations other than through publication thereof on the Site Owner's Site, provided that the provisions of this Clause shall not apply to any information which:

- (a) is published or comes into the public domain other than by a breach of this Agreement; or,
- (b) can be shown to have been rightly in the possession of a Party prior to the commencement of the negotiations leading to this Agreement with no obligation to keep the same in confidence; or,
- (c) is lawfully obtained from a third party with no obligation to keep the same in confidence; or,
- (d) the disclosure of which is ordered by a court or tribunal of competent jurisdiction. In such a case, the Site Owner shall promptly provide ICE with written notice of the same so that ICE may, in its discretion, seek a protective order or other remedy, if available. If a protective order or other remedy is not obtained, the Site Owner shall furnish only that portion of confidential information that is legally required and will use its best efforts to obtain reliable assurance that the confidential information will be accorded confidential treatment.

Failure by the Site Owner to comply with this Section 11.1 shall constitute a material breach of the Agreement.

11.2 **Personal Information.** The Party receiving confidential information (the "Receiving Party") acknowledges that the Party disclosing confidential information (the "Disclosing Party") may be subject to internal policies, laws and regulations that govern and restrict the collection, storage, processing, disclosure or use of any information that identifies or can be used to identify, contact or precisely locate the person or legal entity to whom such information pertains or from which identification or contact information of an individual person or legal entity can be derived ("Personal Information"), including, but not limited to, any Personal Information relating to the Disclosing Party, the Disclosing Party's Affiliates and each of their respective customers, suppliers and personnel. ICE Data's Privacy Policy is located here: <https://www.intercontinentalexchange.com/privacy-policy>. Where the Site Owner is subject to the data protection laws and regulations of the European Union ("EU"), the European Economic Area ("EEA") and/or any Member State thereof, the United Kingdom, Switzerland and/or Singapore, the Site Owner acknowledges and agrees that certain additional terms and conditions set out in ICE Data's Privacy Policy and other documents in connection with the collection, storage, processing, disclosure, access, review and/or use of such Personal Information may apply. Specifically with respect to Site Owner or one or more of its Affiliates which provide Personal Information to ICE Data that is subject to European Data Protection Laws (as defined in the Additional Terms), the Additional Terms located here: https://www.theice.com/publicdocs/Additional_Terms_EU_Subscribers.pdf shall be incorporated into and form part of such Agreement and, in the event of conflict with any other terms of such Agreement, shall prevail over such terms.

12. EAR/OFAC/ANTISOCIAL

12.1 Site Owner acknowledges that the Delayed Pricing Data, Historic Pricing Data, and related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations (EAR) and the requirements of the U.S. Department of the Treasury's Office of Foreign Assets Controls' (OFAC) sanctions programs, including the Specially Designated Nationals List (collectively the "Controls"). With respect to the Delayed Pricing Data, Historic Pricing Data and related technical information, documents and materials provided to Site Owner pursuant to this Agreement, Site Owner will: (i) comply with all legal requirements established under the Controls; (ii) cooperate fully with ICE Data in any official or unofficial audit or inspection that relates to the Controls; and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to, or otherwise

enter into any transaction or engage in any other activities with, any country, territory or Person restricted or targeted by the Controls, unless such export, re-export, diversion, transfer, transaction, or activity is authorized under the Controls. Site Owner further represents and warrants that as of the date of this Agreement, (x) neither Site Owner, Site Owner's Affiliates nor any of their respective affiliates, subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any OFAC sanctions, and (y) Site Owner is not 50% or more owned or controlled, directly or indirectly, by any Person that is the subject of any OFAC sanctions. For so long as this Agreement is in effect, Site Owner will notify ICE Data as soon as is practicable, but in any event no later than forty-eight (48) hours after it determines that any of these circumstances change. Notwithstanding anything to the contrary in this Agreement, ICE Data reserves the right to immediately terminate this Agreement to the extent that Site Owner's access to or use of the Pricing Data would violate the Controls.

- 12.2 No Site Owner organized or doing business in Japan shall be a part of Anti-Social Forces. Each Party to this Agreement represents and warrants that it does not fall under any of the following items and covenants that it shall not fall under any of the following items:

12.2.1 It has a relationship where Anti-Social Forces are considered to be controlling its management.

12.2.2 It has a relationship where Anti-Social Forces are considered to be substantially involved in its management.

12.2.3 It has a relationship where it is considered to be using Anti-Social Forces in an improper manner (e.g., for the purpose of pursuing illicit profits for itself or a third party or for the purpose of causing damage to a third party).

12.2.4 It has a relationship where it is considered to be involved with Anti-Social Forces (e.g., providing funds or the like or furnishing benefits).

12.2.5 Its officer or a Person substantially involved in its management has a relationship with Anti-Social Forces that should be the subject of social criticism.

- 12.3 In the event of a breach of the preceding paragraph by a Party, each Party shall have the right to suspend its transactions with the breaching Party or terminate this Agreement immediately by a written notice without any cure period and claim for damages incurred arising out of such breach, and all obligations of the breaching Party shall become due and payable immediately. The non-breaching Party shall not be held liable for any damages incurred by the breaching Party as a result of such suspension or termination.

13. Choice of Law and Construction of Agreement

- 13.1 This Agreement shall be governed by and construed in accordance with New York law, and shall be subject to the jurisdiction of the federal and New York State courts located in the Borough of Manhattan within the City of New York, USA, to which both Parties hereby submit, provided that this shall not prevent ICE Data from submitting any request or application for the enforcement of any judgment or order to the courts of any other jurisdiction in which the Site Owner is resident or has assets. Consistent with the preceding sentence, each of the Parties hereby (a) submits to the exclusive jurisdiction of any federal or New York State court located in the Borough of Manhattan within the City of New York, USA for the purpose of any Action, directly or indirectly, arising out of, relating to, or in connection with this Agreement brought by any Party; (b) agrees that service of process will be validly effected by sending notice in accordance with Clause 10; (c) irrevocably waives and releases, and agrees not to assert by way of motion, defense, or otherwise, in or with respect to any such Action, any claim that (i) such Action is not subject to the subject matter jurisdiction of at least one of the above-named courts; (ii) its property is exempt or immune from attachment or execution in the State of New York; (iii) such Action is brought in an inconvenient forum; (iv) the venue of such Action is improper; or (v) this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts; and (d) agrees not to move to transfer any such Action to a court other than any of the above-named courts.

- 13.2 Each part of this Agreement is a distinct undertaking. If any provision of this Agreement (or any part of any provision) is found by any court or other governmental authority to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part

13.3 The headings of the Clauses of this Agreement are for convenience only and shall not affect the construction thereof.

Except as expressly provided herein, no variations or modifications to any of the terms of this Agreement shall be valid unless in writing and signed by duly authorised representatives of the parties hereto.

Nothing in this Agreement shall constitute or shall be deemed to constitute a partnership between the parties, or constitute or be deemed to constitute the Site Owner as agent of ICE Data for any purpose whatsoever. The Site Owner hereby undertakes that it will in all dealings relating directly or indirectly to the distribution of Delayed Pricing Data or Historic Pricing Data, clearly indicate that it is acting as principal.

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing in law or in equity or by statute or otherwise.

This Agreement constitutes the entire Agreement between ICE Data and the Site Owner relating to the subject matter hereof, and supersedes all prior agreements negotiations and discussions relating to the subject matter hereof.

Signed for on behalf of ICE Data LLP Name: _____ Title: _____	Signed for on behalf of Site Owner Name: _____ Title: _____
Witnessed by: Name: _____ Title: _____	Witnessed by: Name: _____ Title: _____

Schedule “A”

Public Display Policy

Set out below is the policy which the Site Owner must abide by when receiving and displaying Delayed Pricing Data or Historic Pricing Data on the Site Owner’s Site under the terms of this Agreement. This policy is current at the date on which this Agreement was signed on behalf of ICE Data. Please consult ICE Data to obtain the most up to date version of the Public Display Policy.

A. Web Site Display

The following provisions shall apply in relation to any display by the Site Owner of Delayed Pricing Data and/or Historic Pricing Data (together “Delayed/Historic Pricing Data”) on a public website (“Web Display”). A Web Display may include HTML web pages that have been designed for screens greater than 7 inches in diagonal length, though the Delayed/Historic Pricing Data does not need to fill the entire screen. Websites that require downloadable software, other than recognised browsers such as Internet Explorer; Mozilla Firefox; Google Chrome; Apple Safari and Opera, a username/password, or are chargeable are not permitted under this agreement, please contact the ICE Data team if you require clarification or to review the ICE Data Quote Vendor Agreement.

- 1 Display of Delayed/Historic Pricing Data on a Web Display shall be of the same standard used by the Site Owner for similar displays of other third party data;
- 2 In the event that Site Owner becomes aware of Delayed/Historic Pricing Data being obtained from its Web Display, and redistributed, the Site Owner shall immediately inform ICE Data and further terminate the access of the third party redistributing the Delayed /Historic Pricing Data;
- 3 A Web Display may contain Delayed/Historic Pricing Data in a tabular form so long as the Web Display does not contain Delayed/Historic Pricing Data beyond the current or previous Business Day for Delayed/Historic Pricing Data, apart from week –on-week, month-on-month or year-on-year comparison. For the avoidance of doubt no Tick Data may be displayed on a Web Display;
- 4 A Web Display may graphically represent Delayed/Historic Pricing Data in a chart or similar, but the chart or similar must be “locked” and not capable of any manipulation which might result in the underlying Delayed/Historic Pricing Data within the source code which went to the creation of the chart or similar being obtainable. An interactive chart may be contained within a Web Display which reveals individual data points in a graphical display, but access to the full pricing history of a particular ICE Exchange Entities contract must not be permitted. For the avoidance of doubt, Delayed/Historic Pricing Data may not be provided contained within source code;
- 5 The form of all charts and tables which the Site Owner proposes to include within a Web Display must be listed in Schedule C or;
- 6 No real-time data may be displayed under this Agreement on a public website or published report;
- 7 All Delayed/Historic Pricing Data displayed in graphical form or otherwise on a Web Display must appropriately reference the ICE Exchange Entities contract to which such data relates, and that it is being supplied by ICE Data (where applicable); and
- 8 A Web Display must contain a condition of access which prohibits the copying, dissemination or use of Delayed/Historic Pricing Data without the express written permission of ICE Data
- 9 The following disclaimer will be inserted for all sites displaying Delayed Pricing Data or Historic Pricing Data:

ICE DATA LLP, OR ANY OF ITS AFFILIATES, MAKES NO WARRANTY, EXPRESS OR IMPLIED, EITHER AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF ICE FUTURES DATA AND/OR THE FIGURE AT WHICH ICE FUTURES DATA STANDS AT ANY PARTICULAR TIME ON ANY PARTICULAR DAY OR OTHERWISE. THE USE OF THE DATA IS PROVIDED ON AN ‘AS IS’ BASIS AND ICE DATA LLP, AND ITS AFFILIATES, DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER INCURRED BY THE USE OF THE DATA HEREIN.

B. Published Reports

The following provisions shall apply in relation to any display by the Site Owner of Delayed/Historic Pricing Data in a published report (“Published Report”). A published report includes both electronic and printed reports that

are available free of charge to subscribers of the report.

- 1 Display of Delayed/Historic Pricing Data on a Published Report by Site Owner shall be of the same standard used by the Site Owner for similar displays of other third party data;
- 2 In the event that Site Owner becomes aware of Delayed/Historic Pricing Data being obtained from its display, and redistributed, the Site Owner shall immediately inform ICE Data and further terminate the access of the third party redistributing the Pricing Data;
- 3 The form of all charts and tables which the Site Owner proposes to include within a Display must be pre-approved by ICE Data, and listed in Schedule C;
- 4 All Delayed/Historic Pricing Data displayed in graphical form or otherwise on a Published Report must appropriately reference the ICE Exchange Entities contract to which such data relates, and that it is being supplied by ICE Data (where applicable);
- 5 A Published Report must contain a condition of access which prohibits the copying, dissemination or use of Delayed/Historic Pricing Data without the express written permission of ICE Data, as applicable;
- 6 A Published Report displaying Delayed Pricing Data or Historic Pricing Data must contain the disclaimer in paragraph A.9 above; and
- 7 Where the Published Report is available electronically, clauses 3, 4 and 6 of the Web Site Display above will apply.

C. Derived Data

The Site Owner may only use, distribute or display Derived Data with the consent of ICE Data.

Further, the Site Owner shall ensure that the contractual documentation which it has in place with its users shall prohibit those users from applying a methodology or other form of manipulation to Historic/Delayed Pricing Data which such user receives from the Site Owner.

D. Charges

(Delayed Pricing Data) An annual fee will be charged by ICE Data per Exchange (where applicable):

ICE Futures Europe - Commodities	\$3,000
ICE Futures Europe - Financials	\$3,000
ICE Futures U.S. - US Softs & Financials	\$3,000
ICE Futures U.S. Canadian Grains	\$1
ICE Endex	\$2,500
ICE Futures Singapore	\$1
ICE Futures Abu Dhabi	\$1

Schedule “B” Addresses for Notices

Any notice to be served on ICE Data LLP shall be sent to:

Commercial Dept
ICE Data LLP
2nd Floor, Sancroft
Rose Street
Paternoster Sq.
London
EC4M 7DQ
United Kingdom

Any notice to be served on the Site Owner shall be sent to:

Full Name:
Address 1:
Address 2:
City:
State:
Post Code:
Country:
Telephone:
Group Email:

Schedule “C” Display Details

Please confirm website or report where data will be displayed, including which ICE Exchange Entity will be included in the display:

Site / Report Name (s): -----

Anticipated Audience : -----

Please confirm any charges that will apply for the user to access ICE data: -----

Source of ICE Data: -----



Exchange

- | | | | |
|---|--------------------------|-------------------------------------|--------------------------|
| ICE Endex | <input type="checkbox"/> | ICE Futures Singapore | <input type="checkbox"/> |
| ICE Futures Europe
Commodities | <input type="checkbox"/> | ICE Futures Europe
Financials | <input type="checkbox"/> |
| ICE Futures U.S.
US Softs & Financials | <input type="checkbox"/> | ICE Futures U.S.
Canadian Grains | <input type="checkbox"/> |
| ICE Futures Abu Dhabi | <input type="checkbox"/> | | |



ICE Endex	ICE Futures Europe (Commodities)	ICE Futures Europe (Financials)
Dutch TTF Gas Futures / Spot EUA EUAA German THE Gas Futures Italian PSV Gas Futures UK OCM Gas Spot / Indices European Financial Power Futures Dutch Physical Power Futures Belgian Physical Power Futures Flex Single Stock Options Flex Index Options	Brent WTI Dubai Gas Oil Heating Oil NYH (RBOB) Gasoline UK Natural Gas UK Electricity Natural Gas (USD/MMBtu) UKA Emissions UKA ETS CORSIA Eligible Emissions Coal Richards Bay Coal Rotterdam Coal gC Newcastle LNG Freight London Softs incl: Cocoa Coffee Feed Wheat White Sugar	STIRS FTSE 100 London Stock Options Bond Derivatives Euribor Short Sterling Long Gilt Medium Gilt Short Gilt SOFR Swapnote® USFs - London
ICE Futures Singapore	ICE Futures U.S. (Canadian Grains)	ICE Futures U.S. (US Softs & Financials)
Mini Brent Mini Gas Oil Micro MSCI Indices Mini US Dollar Index Mini Currency Pairs Micro ICE Index Digital Asset Cash	Canadian Grains	Currency Pairs US Dollar Index US Agriculture World Cotton US Grains Precious Metals MSCI Indices

Schedule “E” Billing Contact

Please supply details of the:

Name: _____

Company Name: _____

Address: _____

Telephone: _____

Email: _____

Please supply your VAT number if applicable: _____

Please supply PO Number if applicable*: _____

**Required only for UK and EU countries*