
INTERNAL DISTRIBUTION MARKET DATA AGREEMENT

between

ICE DATA

- and -

[_____]

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THIS AGREEMENT is made the day of 2020
BETWEEN:

- (1) ICE Data LLP the registered office of which is Milton Gate, 60 Chiswell Street, London, EC1Y 4SA, United Kingdom, (hereinafter called "**ICE Data**") and
- (2)the registered office of which is situated at
.....
.....
.....(hereinafter called "**the Distributor**") (together, "**the Parties**").

WITNESSETH

WHEREAS, ICE Data is willing to provide Pricing Data to the Distributor.

WHEREAS, the Distributor wishes to receive Pricing Data from ICE Data for the purposes of using, processing and disseminating the same through its information systems for the reception by Subscribers.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement and the Schedules hereto, unless the context otherwise requires, the following expressions shall have the following respective meanings:

Definition	Meaning
"Access"	means the ability of any entity or person to receive, view or display Pricing Data through any Display Device;
"Affiliates"	means in relation to any company, its subsidiary undertakings, associates and parent undertakings and the subsidiary undertakings and associates of such parent undertakings from time to time as such terms are defined in Section 1162 of the Companies Act 2006 and Section 435 of the Insolvency Act 1986;
"Algo-Box"	means an algorithm box used to process and evaluate Pricing Data for research and model creation purposes;
"API"	means all real time distribution methods used by ICE Exchange Entities, including open application program interface, transport software and additional functionality that facilitates order entry or placement, and Pricing Data distribution;

Definition	Meaning
"Audit "	means any audit to be carried out pursuant to Clause 10;
"Audit Party"	means the parties identified by ICE Data and agreed by the Distributor to conduct an Audit on behalf of ICE Data;
"Back Up Disaster Recovery Site"	means a Subscriber Location equipped with Display Devices that are technically able to Access Pricing Data but do not do so while the primary Subscriber Location is operational;
"Business Day"	means any day on which ICE Futures Europe is open for business;
"Charge Period"	means a calendar month or: (i) in respect of the first calendar month after signature of this Agreement, the period between signature and the end of that calendar month; and (ii) in the event of termination of this Agreement for any reason, the period between the start of that calendar month and the date of termination of this Agreement;
"Charges"	means the charges, payments and fees set out in Schedule 2, which may be amended by ICE Data from time to time in accordance with this Agreement;
"Closed Feed"	means a Pricing Data transmission feed where the transmitter of the Pricing Data is able to control the permissioning of the Pricing Data on an end user or application basis;
"Datafeed Environment"	means a system configuration whereby individual Display Devices Access Pricing Data from a shared source, or where the transmitter of the Pricing Data is unable to control the permissioning of the Pricing Data on an end user or application basis;
"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;
"Derived Data"	<p>means Pricing Data for all purposes under this Agreement (including requirements relating to the Charges and reporting obligations) if, in ICE Data's sole discretion:</p> <ul style="list-style-type: none"> a. it is technically feasible for any person to derive the Pricing Data

Definition	Meaning
	<p>from the Derived Data (whether by reverse engineering, calculation, translation or otherwise);</p> <p>b. the Derived Data is used as a substitute for the Pricing Data;</p> <p>c. the Derived Data is used for the creation of a structured product, including but not limited to ETF's, CFD's, or any sub-licensed product used to trading or creating a trading instrument or</p> <p>d. the Derived Data is used or redistributed in a manner other than permitted in Schedule 4;</p>
"Direct Access Interface Agreement"	means the agreement between the Distributor, IntercontinentalExchange and an ICE Exchange Entity under the terms of which the Distributor is permitted to develop and maintain its Direct Access Interface;
"Direct Access Interface"	means an interface with the API developed by the Distributor and conformed by ICE and an ICE Exchange Entity in accordance with the terms of the Direct Access Interface Agreement by which the Distributor gains access to Pricing Data from the API;
"Display Device"	means any authorised device wherein Technical and Administrative Controls are administered by a Distributor and which is not part of a Datafeed Environment configuration;
"Exchange"	means any market place in derivatives or other contracts operated by an ICE Exchange Entity;
"Force Majeure"	<p>means acts, events, omissions or accidents beyond the reasonable control of ICE Data or the Distributor including but not limited to any of the following:</p> <p>(a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;</p> <p>(b) war, threat of or preparation for war, armed conflict, imposition of</p>

Definition	Meaning
	sanctions, embargo, breaking off of diplomatic relations or similar actions;
	(c) terrorist attack, civil war, civil commotion or riots;
	(d) nuclear, chemical or biological contamination or sonic boom;
	(e) compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
	(f) fire, explosion or accidental damage;
	(g) loss at sea;
	(h) adverse weather conditions;
	(i) collapse of building structures, failure of plant machinery, other machinery, computers or vehicles;
	(j) any labour dispute, including but not limited to strikes, industrial action or lockouts;
	(k) non-performance by suppliers or subcontractors; and
	(l) interruption or failure of utility service, including but not limited to electric power, gas or water;
"FSMA"	means the Financial Services and Markets Act 2000;
"Historic Pricing Data"	means streaming data specifying the market prices of Traded Contracts, which is older than 10 minutes;
"ICE Endex"	means ICE Endex Derivatives and ICE Endex Gas NL and ICE Endex Gas UK;
"ICE Endex Derivatives"	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 a securities exchange operating under a license of the Ministry of Finance and supervised by the Netherlands Authority for the Financial Markets (AFM) and the Dutch Central Bank (DNB);

Definition	Meaning
"ICE Endex Gas NL "	means ICE Endex Gas B.V. or any successor to it as the operator of a spot trading platform upon which certain Traded Contracts are traded;
"ICE Endex Gas UK"	means ICE Endex Gas Spot Limited or any successor to it as the operator of a spot trading platform upon which certain Traded Contracts are traded;
"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 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 US"	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 Exchange Entities"	means, LIFFE, ICE Endex, ICE Futures Europe, ICE Futures Singapore and ICE Futures U.S.;
"Implied Pricing Data"	means pricing data calculated from Real Time Pricing Data outright and spreads to obtain the best market prices using ICE logic;
"IntercontinentalExchange" or "ICE"	means Intercontinental Exchange Holdings, Inc, a Delaware corporation with its principal place of business at 5660 New Northside Drive, NW, 3rd Floor, Atlanta, Georgia 30328, USA;
"Internet"	means the computer and telecommunications networks, (including the "World Wide Web") commonly known as the internet;
"LIFFE"	means LIFFE Administration and Management, or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is a

Definition	Meaning
	recognized investment exchange under the FSMA;
"Point of Supply"	means the API connection from which the Distributor receives Pricing Data from ICE Data;
"Pricing Data"	means collectively Real Time Pricing Data, Delayed Pricing Data, Historical Pricing Data, and Derived Data;
"Pricing Data Policy"	means the policy which regulates the use of Pricing Data as exhibited at Schedule 4 and as may be amended from time to time by ICE Data in accordance with this Agreement;
"Real Time Pricing Data"	means real time data specifying the market prices of the Traded Contracts transmitted less than 10 minutes from publication via the API, including Implied Pricing Data;
"Report"	has the meaning given to the term in Clause 4.3.1;
"Secured Web Display"	means a security restricted and/or pay-per-view website or web page or similar;
"Slave Device"	means a screen or Display Device attached to one or more other Display Devices and showing part or all of the image shown on the Display Device to which it is attached;
"Subscriber"	means any and all Affiliates of the Distributor, each of which is authorized by the Distributor to access Pricing Data made available under this Agreement;
"Subscriber Fee"	means the fee chargeable by ICE Data for access to Pricing Data, as detailed in Schedule 2;
"Subscriber Location"	means each separate office, or premises of a Subscriber;
"Subsidiaries"	means all those Affiliates details of which are set out in Schedule 3 and/or such other companies as may be agreed by the Parties in writing from time to time;
"Technical and Administrative Controls"	means software, hardware and documented policies and procedures employed to prevent or allow Access to Pricing Data and to prepare auditable reports on the Access to Pricing Data by Display Devices;

Definition	Meaning
"Tick Data"	means pricing data that includes intraday prints of bids, offers or trades of Traded Contracts;
"Traded Contracts"	means certain contracts traded on Exchanges, as added to or changed pursuant to Clause 2;
"Unique User ID"	means a unique user log in ID that is provided by a single Distributor to a Subscriber that has technical means in place to disallow any simultaneous log in, and which is not part of a Datafeed Environment configuration;
"Unit of Count"	has the meaning given to the term in Schedule 6;
"Website"	means www.theice.com or such other Internet website as may be notified by ICE Data to the Distributor from time to time.

- 1.2 The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 Any words or terms in singular form shall, where the context permits, include the plural and vice versa.
- 1.4 A reference to any statutory provision shall be construed as a reference to such provision as modified, amended or re-enacted from time to time and to any subordinate legislation made under such provision and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification).
- 1.5 A reference to a Clause or the Schedule, unless the context otherwise requires, is a reference to a clause of or a schedule to this Agreement. In the event of any inconsistency between the Agreement and any Schedule, the provisions of the Agreement shall prevail.

2. PRICING DATA

- 2.1 In consideration of the Distributor's payment of the Charges in accordance with Clause 5 hereof, ICE Data throughout the term of this Agreement and subject to the terms of this Agreement, and, where applicable, the terms of the Direct Access Interface Agreement:
- 2.1.1 shall make the Pricing Data, selected by the Distributor in Schedule 1, available to the Distributor for the term of this Agreement. ICE Data's obligation to make Pricing Data available to the Distributor is limited to making the same available to the Point of Supply, from where the Distributor shall be entitled to receive the same.
- 2.2 Nothing in this Agreement shall prevent or restrict ICE Data from making Pricing Data available to any other party.
- 2.3 The obligation to supply Pricing Data by ICE Data under this Agreement shall be fulfilled when the Pricing Data is made available at the Point of Supply and any act or omission by the

Distributor which disrupts, delays or prevents the Distributor from receiving the Pricing Data shall be the responsibility of the Distributor and ICE Data shall not be liable for any such disruption, delay or failure to perform under this Agreement.

- 2.4 ICE Data reserves the right in its sole, unfettered and absolute discretion to:
- 2.4.1 introduce details of new Traded Contracts into Pricing Data; and/or
 - 2.4.2 withdraw prices of any Traded Contracts that cease trading on an Exchange from the Pricing Data.
- 2.5 ICE Data may, upon reasonable notice to the Distributor, 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 action is justified.
- 2.6 The Distributor acknowledges that each of the Exchanges 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.
- 2.7 In no case whatsoever shall the Distributor make, allow to be made available, or purport to make available, Pricing Data to any person, firm, company or organisation in any way or through any medium which is in contravention of the Pricing Data Policy. It is a material and ongoing condition of this Agreement that the Distributor shall at all times, for the term of this Agreement, comply with the Pricing Data Policy.
- 2.8 ICE Data shall be entitled to make changes to the Pricing Data Policy from time to time by giving the Distributor not less than 4 calendar months notice (or such shorter period where required for bona fide operational, legal or regulatory reasons) in accordance with Clause 14.

3. USE OF PRICING DATA

- 3.1 Except as otherwise provided, the Distributor shall not distribute Pricing Data to, or permit Pricing Data to be viewed on, any Display Device controlled or used by the Distributor without the prior written consent of ICE Data. Except as otherwise provided, the Distributor shall not distribute Pricing Data, or permit Pricing Data to be accessed by means of a Unique User ID without the prior written consent of ICE Data.
- 3.2 ICE Data shall, after the end of each Charge Period, invoice the Charges in relation to but not limited to any Unit of Count to which Pricing Data is distributed pursuant to Clause 3.1 for that Charge Period to the Distributor in accordance with Clause 5.
- 3.3 At its sole, unfettered and absolute discretion, ICE Data may agree to waive any Charges payable by the Distributor for any Unit of Count controlled or used by the Distributor to which Pricing Data is distributed, or permitted to be viewed on, solely for the purposes of research and development, marketing, quality and control monitoring and monitoring of Distributor services, or any similar purpose for which ICE Data approves the Charge waiver. All requests for Charge waivers must be requested in writing from ICE Data. A copy of all written Charge waivers must be maintained by the Distributor to be presented to ICE Data upon request.
- 3.4 The Distributor may not create Derived Data without the express written permission of ICE Data, except in the case of Implied Pricing Data or other data that is complementary to Pricing Data. ICE Data **may** permit the Distributor to calculate Implied Pricing Data using ICE Real Time Pricing Data and implication logic similar to that used by the ICE matching engines and trading platform. All Implied Pricing Data must have an indicator flag visible in the feed and/or terminal application to allow the Subscriber to have immediate knowledge that those prices are derived.
- 3.5 Implied Pricing Data or other derived data that is considered complementary to Pricing Data shall only be distributed to Subscribers of Pricing Data in accordance with this Agreement.

4. DISTRIBUTOR'S REPORTING OBLIGATIONS

- 4.1 ICE Data may publish guidelines in relation to the Distributor's reporting obligations set out below and the Distributor shall comply with the terms of such guidelines as they may appear from time to time. It is the Distributor's responsibility to ensure, at the Distributor's cost and expense, that reports produced by the Distributor for the purposes of meeting its reporting obligations in this Agreement meet ICE Data's requirements at that time, as set forth in such guidelines and the provisions below.
- 4.2 The furnishing of any information by the Distributor pursuant to this Agreement shall constitute a representation by the Distributor that the Distributor has made all reasonable endeavours to ensure that such information is complete and accurate.
- 4.3 Reporting requirement for end users with access to Real Time Pricing Data controlled by Distributor**
- 4.3.1 On or before the 25th day of every calendar month during the term of this Agreement and within 7 calendar days following the date of termination of this Agreement, and as detailed in Schedule 6 (Reporting Requirements) the Distributor shall provide to ICE Data, in an electronic format, and by means acceptable to ICE Data, a statement or report certified as correct by the Distributor setting out relevant details of all Subscribers along with the Unit of Count at each Subscriber Location and its own location during the relevant Charge Period (a "**Report**"). For avoidance of doubt, not only Subscribers along with the Unit of Count as at the date of the Report must be included but also all those Subscribers, along with the Unit of Count during that Charge Period must be included.
- 4.3.2 If at any time, ICE Data discovers that the Distributor has understated the Subscribers and/or Unit of Count that would have been paid for by the Distributor if the Report had been correct, the balance of the understated amount shall within 1 calendar month be paid by the Distributor with interest in accordance with Clause 18.4, along with an administrative fee of 5% of the total understated amount.

5. CHARGES

- 5.1 Full Charges without adjustment shall be payable by the Distributor for every Unit of Count receiving Real Time Pricing Data during the relevant Charging Period regardless of whether the Unit of Count had Access to or received Pricing Data for only part of the Charging Period due to a Subscriber beginning or ending Access mid-way through a Charging Period.
- 5.2 ICE Data shall, after the end of each Charge Period (and in respect of any Annual Licence Fees payable under Schedule 2, at any time after the date of this Agreement) on the basis of the Report or otherwise, invoice the Charges for that Charge Period to the Distributor. The Distributor shall pay ICE Data all Charges not already paid at the time of the Report within 30 calendar days of the date of each invoice. All payments shall be made in cleared funds. The Charges shall be at the rates set out in Schedule 2 hereto and as may be amended from time to time pursuant to Clause 5.3 hereof.
- 5.3 ICE Data may amend or alter the rates set out in Schedule 2 by giving the Distributor not less than 4 calendar months notice in writing. All Charges changes will be effective at the start of a calendar quarter and limited to one per annum.
- 5.4 In any Charge Period no Charges shall be payable by the Distributor in respect of any Unit of Count:
- 5.4.1 of the Distributor which during the whole of such Charge Period is used solely and exclusively for monitoring the output of the Distributor's systems to ensure that the Distributor's systems match Pricing Data, provided that the use of such Display Devices has been previously agreed to be free of Charges in writing with ICE Data as per clause 3.3.

5.4.2 which is part of a Back Up Disaster Recovery Site and are correctly reported as required under this Agreement.

6. DISTRIBUTOR'S LIABILITY FOR DISTRIBUTOR'S OWN COSTS, LIABILITIES AND EXPENSES

6.1 All costs expenses and liabilities incurred by the Distributor in taking Pricing Data from the Point of Supply shall be for the Distributor's own account.

6.2 All costs, expenses and liabilities incurred by the Distributor in complying with its obligations or exercising its rights under this Agreement and, any costs, expenses and liabilities incurred by the Distributor as a result of any variation or change to this Agreement or the documents referred to herein, including without limitation, any changes to the Pricing Data Policy, shall be for the Distributor's account.

6.3 All rates in Schedule 2 are exclusive of Value Added Tax and other taxes and imposts. In relation to any other payments referred to in this Agreement, the Distributor shall in addition to and at the same time as making such payment 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.

7. TERMINATION OF SUBSCRIBERS

The Distributor shall, at ICE Data's request, immediately cease to supply any Pricing Data to any Subscriber identified by ICE Data in any of the following circumstances:

7.1.1 if the Subscriber is in breach of the Pricing Data Policy; or

7.1.2 if the Subscriber on-supplies any of the Pricing Data to any person without ICE Data's prior written consent; or

7.1.3 if ICE Data reasonably considers that any action or inaction by that Subscriber is causing or may cause damage to ICE Data's, ICE's, an ICE Exchange Entity's or an Exchange's reputation, and that Subscriber has failed to remedy the same within 10 days of service of a written notice from ICE Data specifying the matter(s) complained of (provided that ICE Data shall not be required to provide a remedy period in relation to any repeated occurrence of such matter); or

7.1.4 if that Subscriber 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 its winding up, or it has a receiver, administrator or administrative receiver appointed over the whole or any part of its assets or undertaking, or circumstances arise which entitle any court or a creditor to appoint a receiver or manager, or which entitle any court to make a winding up, liquidation or administration order, or if it takes or suffers any similar or analogous action in consequence of debt in any part of the world other than for its solvent reorganisation; or

7.1.5 that Subscriber does any thing which, in ICE Data's reasonable opinion, adversely affects the *bona fide* business or interests of ICE Data, ICE, an ICE Exchange Entity or an Exchange.

8. AUDIT RIGHTS

8.1 At any time during normal business hours on a Business Day, and on not less than 90 days' prior written notice, and not more than once a year the Audit Party shall be entitled, and the Distributor shall permit or procure the relevant permission from any Subscriber, (all of the foregoing being an "Audited Party"), to have access to the premises of the relevant Audited Party at which the Audited Party receives or processes Pricing Data, and/or the premises from

which the Distributor generates Reports sent to ICE Data, and the Audit Party shall, on the same basis, be entitled to have access to and inspect the accounts and records of the relevant Audited Party and all instruments and apparatus used by it in connection with or relating to Pricing Data.

- 8.2 Such accounts and records shall include (as applicable), without limitation: lists of Subscribers; billing invoices covering all services provided by the Distributor to Subscribers; cash receipts; registers and accounting ledgers; Distributor data distribution agreements under the terms of which Pricing Data is distributed to any Subscriber; and, any other documentation or computerised or other records as may be requested by ICE Data. The Distributor or Subscriber (as applicable) may redact information which in the reasonable view of that party is commercially sensitive information (which does not impact on the ability of ICE Data to perform an Audit) from such accounts and records which are accessed and/or inspected by ICE Data in accordance with its rights under the terms of Clause 8.1. All information made available to the Audit Party shall remain confidential between the Distributor, Subscriber and ICE Data, and any agent acting on behalf of these parties, where applicable.
- 8.3 In the event that ICE Data has a reasonable belief that any Subscriber (as applicable) is not in compliance with the Pricing Data Policy, the provisions of Clause 8.1 above shall apply immediately and without notice at any time during the term of this Agreement.
- 8.4 In the event that the Audit reveals that the Charges paid by the Distributor to ICE Data in any Charge Period were less than those properly payable the following provisions shall apply:
- 8.4.1 ICE Data shall invoice the Distributor in respect of any outstanding Charges and any interest which may be payable thereon and the amount specified in such invoice shall be paid by the Distributor in accordance with Clause 5.
- 8.4.2 In the event that the Charges paid by the Distributor to ICE Data in any Charge Period were less than 90% of those properly payable by the Distributor as a result of inaccurate reporting by the Distributor, the Distributor shall reimburse to ICE Data on demand all costs and expenses whatsoever incurred in carrying out the relevant Audit.

9. LIABILITY

- 9.1 ICE Data warrants that it is entitled to make the Pricing Data available to the Distributor in accordance with the provisions of this Agreement.
- 9.2 ICE Data does not warrant that the 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 and overcoming breakdowns and interruptions up to the Point of Supply as soon as reasonably practicable after receipt of such notice.
- 9.3 Subject to Clauses 9.5 and 9.6, 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 by the Distributor in the Charge Period preceding that event.
- 9.4 Subject to Clauses 9.5 and 9.6, ICE Data shall not be liable to the Distributor for any loss, damage, injury, costs, claims or expenses whatsoever and howsoever arising (whether for negligence, breach of contract, misrepresentation or otherwise):
- 9.4.1 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

- 9.4.2 from claims that the Pricing Data contained errors or defects or that the supply of the Pricing Data was interrupted; and/or
 - 9.4.3 from any acts or omissions 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
 - 9.4.4 until the full extent of the loss, damage etc has become established.
- 9.5 Save as set out in Clause 9.6, 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.
- 9.6 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.
- 9.7 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 this Agreement are hereby excluded.
- 9.8 The Distributor 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 Pricing Data by ICE Data to the Distributor or the Distributor's onward supply thereof to its Subscribers. ICE Data shall, upon being notified of such a claim: (i) consult with the Distributor concerning such claim; and (ii) where appropriate and reasonable, take all reasonable steps at the Distributor's cost and expense to assist the Distributor's defence of such a claim.

10. INTELLECTUAL PROPERTY

This Agreement does not grant any rights in respect of any copyright, confidential information or any other intellectual property right whatsoever in or in respect of Pricing Data other than a licence to use, process and disseminate Pricing Data solely in accordance with the terms of this Agreement.

11. AGREEMENT PERSONAL TO THE DISTRIBUTOR

- 11.1 This Agreement is personal to the Parties who shall not, without the prior written consent of the other Party, 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. This prohibition is without prejudice to the Distributor's right to make Pricing Data available to Subscribers in accordance with this Agreement (and in particular, without limitation, the Pricing Data Policy).

12. TERM OF THE AGREEMENT

- 12.1 This Agreement shall take effect upon the date set out above and shall continue until terminated:
- 12.1.1 by either Party upon not less than 90 calendar days written notice to the other Party; or
 - 12.1.2 by the Distributor upon not less than 50 calendar days written notice to ICE Data, if ICE Data has changed the Pricing Data Policy pursuant to Clause 2.8 or the rates in Schedule 2 pursuant to Clause 5.3 and the Distributor is not satisfied with those changes; provided that the Distributor shall be required to exercise its rights under this

Clause within 15 calendar days after each such change or forfeit the right in respect of the change in question; or

- 12.1.3 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 30 calendar days of that Party being notified in writing of such breach; or
- 12.1.4 by ICE Data upon written notice to the Distributor with immediate effect should ICE Data consider that any unreasonable delay, interruption or distortion in the re-supply by the Distributor, however made, of Pricing Data or any other action or inaction by the Distributor is causing or is likely to cause damage to ICE Data's, ICE's, an ICE Exchange Entity's or any Exchange's reputation, and the Distributor fails to remedy the same within one month of receiving written notice specifying the matter(s) complained of (provided that ICE Data will not be required to provide a remedy period in relation to any repeated occurrence of such matter); or
- 12.1.5 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, administrator or administrative receiver appointed of the whole or any part of its assets or undertaking or circumstances arise which entitle any court or a creditor to appoint a receiver or manager or which entitle any court to make a winding up, liquidation 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 its solvent reorganisation; or
- 12.1.6 by ICE Data upon written notice with immediate effect in the event that any invoice issued to the Distributor pursuant to Clause 5 is not paid within 15 calendar days after the due date for payment.
- 12.2 Within 30 calendar days following any termination of this Agreement ICE Data shall invoice the Distributor in respect of any outstanding Charges and any interest which may be payable thereon, which invoice shall be paid by the Distributor in accordance with Clause 5.
- 12.3 Any termination of this Agreement under Clause 12.1 shall be without prejudice to the accrued rights of either Party hereunder or to any other rights to which either Party may be entitled.
- 12.4 Immediately following any termination of this Agreement the Distributor shall cease using, processing or disseminating Pricing Data in any way which is otherwise permitted under the terms of this Agreement and shall procure that any Subscriber ceases using, processing or disseminating Pricing Data, also immediately following such termination.

13. ASSISTANCE

The Distributor will immediately bring to the notice of ICE Data any improper or wrongful use of Pricing Data, including the provision of Pricing Data to any person, persons, organisation or company that is redistributing Pricing Data without a license from ICE Data, that it becomes aware of and the Distributor 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 in such data.

14. NOTICES

All notices or communications to be given under this Agreement shall be in writing in English and shall be deemed given five days after having been sent by registered or certified mail, return receipt requested, or, by courier, to the Parties at their respective addresses set out in Schedule 5, or at such other address, including email addresses, as either Party may from time

to time designate by written notice to the other. Any notice sent by email shall be deemed delivered on the day of sending in the absence of any error message in relation to it being received by the sender or, if that is not a Business Day, on the next Business Day thereafter.

15. CONFIDENTIALITY

Both Parties agree and undertake that during the term of this Agreement and thereafter they will keep confidential and, save as expressly provided in this Agreement, shall not without the prior written consent of the other Party disclose to any third party any and all information of the other Party which is of a confidential nature and which has been disclosed by one Party to the other during the course of their relationship as regulated by the terms of this Agreement. In particular, the Distributor shall not make any of the Pricing Data available to any persons, firms, companies or any other organisations who are not Subscribers and shall ensure that all Subscribers undertake obligations of confidentiality in respect of the Pricing Data which are at least as onerous as the provisions of this Clause. **PROVIDED THAT** the provisions of this Clause shall not apply to any information which:

- 15.1.1 is published or comes into the public domain other than by a breach of this Agreement; or
- 15.1.2 can be shown to have been 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
- 15.1.3 is lawfully obtained from a third party with no obligation to keep the same in confidence; or
- 15.1.4 is ordered or requested by a court, governmental or regulatory authority or tribunal of competent jurisdiction to be disclosed; or
- 15.1.5 is disclosed to a Party's Affiliates, or to its professional advisers on a need-to-know basis, and in each case under obligations of confidentiality at least as onerous as those set out in this Agreement.

- 15.2 **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 Distributor 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 (including the United Kingdom in the event that the United Kingdom is no longer part of the EU or EEA), Switzerland and/or Singapore, the Distributor 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. Where the Distributor provides Personal Information to ICE Data for purposes of providing the services ("Distributor's Personal Information"), ICE Data shall act as a service provider with respect to such Distributor's Personal Information. ICE Data shall process Distributor's Personal Information consistent with ICE Data's Privacy Policy and unless the Distributor provides prior written approval, ICE Data shall not collect, retain, use, disclose, or sell Distributor's Personal Information for any purpose other than performing the services pursuant to this Agreement, enabling ICE Data to meet its legal and regulatory requirements, marketing ICE Data's products and services, or product improvement and development. Specifically with respect to Distributor 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.

16. CHOICE OF LAW AND CONSTRUCTION OF AGREEMENT

- 16.1 This Agreement shall be governed by and construed in accordance with English law, and shall be subject to the jurisdiction of the English courts to which both Parties hereby submit, provided that this shall not prevent ICE Data submitting any request or application for the enforcement of any judgment or order to the courts of any other jurisdiction in which the Distributor is resident or has assets.
- 16.2 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 of this Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

17. SUBSIDIARIES

- 17.1 ICE Data hereby consents to the Subsidiaries of the Distributor, as recorded in Schedule 3 hereto, receiving and distributing Pricing Data in accordance with the Distributor's rights under the terms of this Agreement provided that:
- 17.1.1 each such Subsidiary is made aware of the terms of this Agreement, and that all relevant rights and obligations are reflected in the Distributor's contractual relationship with such Subsidiaries as if they were Parties to this Agreement, such that the Subsidiaries agree to comply with all relevant terms and obligations to which the Distributor is subject under this Agreement;
- 17.1.2 the Distributor shall remain responsible for all acts, omissions and neglects of the Subsidiaries as if they were their own acts, omissions and neglects; and
- 17.1.3 the Distributor shall indemnify and keep indemnified ICE Data against all costs, including legal costs, expenses, damages, loss and liabilities incurred or suffered by ICE Data arising out of or in connection with a Subsidiary's use of the Pricing Data as authorised by the Distributor.

18. MISCELLANEOUS

- 18.1 This Agreement, together with its Schedules constitutes the whole agreement between the Parties with respect to its subject matter and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement. The Distributor warrants to ICE Data that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty of ICE Data or any other person (whether a Party to this Agreement or not) other than as expressly set out in this Agreement. The Distributor agrees and undertakes to ICE Data that its only rights and remedies available arising out of or in connection with this Agreement or its subject matter shall be solely for breach of contract, in accordance with the provisions of this Agreement. Nothing in this Clause shall limit or exclude any liability for fraud, death or personal injury or for any other liability which by law cannot be excluded.
- 18.2 A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.
- 18.3 Any waiver of any right or consent under this Agreement is only effective if it is in writing and signed by the waiving or consenting Party, and applies only in the circumstances for which it is given and shall not prevent the Party who is giving it from subsequently relying on the relevant provision. No delay in exercising or failure to exercise any right under this Agreement shall

operate as a waiver. No single or partial exercise of any right under this Agreement shall prevent any further exercise of the same or any other right under this Agreement.

- 18.4 Interest shall be charged to the Distributor on any unpaid but due amount from the date on which the amount becomes due and payable until the date of payment at 1.5% above the rate per month which is the cost (without proof or evidence of any actual cost) to ICE Data if it were to fund or itself funded the relevant amount, compounded daily.
- 18.5 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent or principal of another party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 18.6 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.
- 18.7 Save as otherwise provided herein, ICE Data shall be permitted to amend, vary or modify any of the terms of this Agreement by giving 120 days written notice to the Distributor.
- 18.8 This Agreement may be executed in any number of counterparts; each of which when executed and delivered shall be an original, but all of the counterparts together shall constitute the same document.

AS WITNESS the hands of the duly authorised representatives of the Parties the day and year first above written.

Signed by Distributor

Signature: _____
Name: _____
Title: _____

as witnessed by

Signature: _____
Name: _____
Title: _____

Signed by ICE Data

Signature: _____
Name: _____
Title: _____

as witnessed by

Signature: _____
Name: _____
Title: _____

SCHEDULE 1 – EXCHANGES

All defined terms used in this Schedule shall have the same meaning as in the Agreement.

(Distributor please place a cross in at least one box in each of the categories below.)

The Distributor hereby confirms that it wishes to receive the following Pricing Data pursuant to this Agreement:

1. TYPE OF PRICING DATA

Real Time Pricing Data

†

2. MARKET IN RELATION TO WHICH PRICING DATA IS REQUIRED

ICE Endex

ICE Futures Singapore

ICE Futures Europe - Commodities

ICE Futures Europe – Financials

ICE Futures U.S. - US Softs & Financials

ICE Futures U.S. - Canadian Grains

This schedule is only valid if signed and dated by ICE Data

Name:

Signed:

Date:

SCHEDULE 2 - CHARGES

The following Charges (exclusive of Tax) are payable in accordance with the terms of the Agreement:

1. **ANNUAL LICENCE FEE**

A non-refundable Annual Licence Fee shall be payable by the Distributor in respect of the provision of any Pricing Data by the Distributor to firms outside of its organisation (vendor redistribution). The Licence Fee varies depending on the Package(s) that the Distributor is authorised to redistribute. The Licence Fee payable shall be determined in accordance with the table below.

2. **REAL TIME PRICING DATA**

Real Time Pricing Data shall attract a Charge for each Unit of Count as determined in accordance with the table below. The terminal fee is applicable to all devices, including but not limited to: Closed Feeds, Datafeeds, Display Devices, Unique User ID's, Algo-Boxes and Slave Devices.

ICE Data does not permit Distributors to carry out any form of netting; each Subscriber is charged per Access, device, Unique User ID or similar.

3. **DELAYED PRICING DATA**

Delayed Pricing Data shall attract a Charge for each Unit of Count of \$0.

4. **DIRECT CONNECT**

4.1 The Distributor shall pay to ICE Data the non-refundable direct connect monthly service fee in respect of the provision of any Pricing Data in accordance with the table below.

4.2 The Distributor shall pay to ICE Data the non-refundable priceServer fee for all production id's in respect of the provision of any Pricing Data in accordance with the table below.

4.3 The Distributor will be responsible for all communication and hardware fees, which shall be advised dependent upon the Distributor's election in respect of connection.

5. **DELINQUENT REPORT FEE**

If the Distributor fails to meet its reporting obligations to ICE Data, a delinquent report fee of \$5,000 will be charged for each late report for each ICE Exchange. If the report is delinquent for two consecutive months, ICE Data reserves the right to terminate the Agreement under the terms of the Agreement with immediate effect.

Real-time Content Packages, Exchange and License Fee Information - ICE Futures

Prices Effective 1 January 2019

<u>Content</u>	<u>Subscriber Fees (USD) unless stated</u>	<u>Annual License (USD) unless stated</u>	<u>Direct Connect</u>
Package 2019-1			
ICE Futures U.S. - US Softs & Financials			
US Agriculture World Cotton US Grains Precious Metals MSCI Indices	US Dollar Index All Currency Pairs	Datafeed: 660.00 Terminal: 110.00 Handheld: 110.00 Wallboard: 500.00	Real Time & Delayed 25,000
			<u>Direct Connect Monthly Service Fee: USD 2,000</u> The direct connect monthly service fee is charged only for the first content set taken from an ICE supplied feed. Subsequent content additions will not affect this charge. <u>PriceServer ID: USD 75</u>
Package 2019-1C			
ICE Futures U.S. - Digital Asset Futures			
Digital Asset Futures (¹)Added as part of ICE Futures U.S. as well as an optional fee waived package		No end user fees Through Q1 & Q2 2019	Requires license of ICE Futures U.S. (above)
Package 2019-2			
ICE Futures Europe - Commodities			
Brent WTI Dubai Gas Oil Heating Oil NYH (RBOB) Gasoline UK Nat Gas UK Power Peak / Base EUA EUAA CER ERU	Coal South China CFR Coal Richards Bay Coal Rotterdam Coal gC Newcastle Coal Powder River Basin Coal CSX Coal Central App Coal Indo Sub-Bit London Softs incl: Cocoa Coffee Feed Wheat White Sugar Containerised Sugar	Datafeed: 750.00 Terminal: 125.00 Handheld: 125.00 Wallboard: 750.00	Real Time & Delayed 25,000
Package 2019-3			
ICE Futures Europe - Financials			
STIRS FTSE 100 London Stock Options Bond Derivatives Euribor Short Sterling Euroswiss Long Gilt Medium Gilt Short Gilt	Swapnote® USFs - London GCF Indices Eurodollar London softs incl: Cocoa Coffee Feed Wheat White Sugar	Datafeed: 660.00 Terminal: 110.00 Handheld: 110.00 Wallboard: 500.00	Real Time & Delayed 25,000

Real-time Content Packages, Exchange and License Fee Information - ICE Futures cont.

Prices Effective 1 January 2019

<u>Content</u>	<u>Subscriber Fees (USD) unless stated</u>	<u>Annual License (USD) unless stated</u>	<u>Direct Connect</u>
-			
<u>Package 2019-4</u>	<u>ICE Futures U.S. - Canadian Grains</u>		
Canadian Grains Canola Durum Wheat Milling Wheat	Datafeed: 210.00 Terminal: 35.00 Handheld: 35.00 Wallboard: 50.00	Real Time & Delayed 5,000	As above
<u>Package 2019-5</u>	<u>ICE Endex</u>		
German GASPOOL German NCG Dutch TTF Nat Gas Belgian Power Dutch Power German Power	ZTP Futures Italian Power	Datafeed: 660.00 Terminal: 110.00 Handheld: 110.00 Wallboard: 500.00	Real Time & Delayed 10,000
<u>Package 2019-6</u>	<u>ICE Singapore</u>		
Mini Brent Mini Gas Oil One-Kilo Gold US Dollar Index Mini	Mini Onshore Renminbi Mini Offshore Renminbi Rupiah/US Dollar Ringgit/US Dollar US Dollar/Sgp Dollar	Datafeed: 0 Terminal: 0 Handheld: 0 Wallboard: 0	Real Time & Delayed 0

SCHEDULE 3 - SUBSIDIARIES

DATE FILED: _____

DISTRIBUTOR NAME: _____

Please provide complete name and address (use additional sheets if necessary);

1.) Name: _____
Address: _____

Corporate Relationship: _____
Contact Name: _____
Contact Address: _____
Contact Phone: _____

2.) Name: _____
Address: _____

Corporate Relationship: _____
Contact Name: _____
Contact Address: _____
Contact Phone: _____

3.) Name: _____
Address: _____

Corporate Relationship: _____
Contact Name: _____
Contact Address: _____
Contact Phone: _____

SCHEDULE 4 - PRICING DATA POLICY

Set out below is the policy which Distributors must abide by when receiving and internally distributing Pricing Data under the terms of the Agreement. This policy is current at the date on which the Agreement was signed on behalf of ICE Data. ICE Data will provide any revised Pricing Data Policy that it issues from time to time.

1. DISTRIBUTOR DISTRIBUTION OF REAL TIME PRICING DATA AND DELAYED PRICING DATA TO A SUBSCRIBER

- 1.2 Real Time Pricing Data or Delayed Pricing Data which is provided by the Distributor to a Subscriber must always be appropriately identified by way of prefix or similar, clearly identifying the Pricing Data provided as being related to a particular Traded Contract as appropriate, and being supplied by the relevant Exchange;
- 1.3 Real Time Pricing Data which is provided by the Distributor to a Subscriber must always be appropriately identified as "Real Time Pricing Data";
- 1.4 Delayed Pricing Data which is provided by the Distributor to a Subscriber must always be appropriately identified as "Delayed Pricing Data";
- 1.5 The Distributor shall ensure all Subscribers are aware that they are prohibited from onward distribution of Real Time Pricing Data and Delayed Pricing Data;
- 1.6 The provision of Real Time Pricing Data and Delayed Pricing Data by the Distributor to a Subscriber via a Secured Web Display is permitted on the understanding that the Subscriber receiving Real Time Pricing Data or Delayed Pricing Data only does so by way of secure, password protected log on (or similar) to the relevant Secured Web Display regulating the relevant Access.
- 1.7 Provision of Real Time Pricing Data and Delayed Pricing Data via a Secured Web Display shall attract a Charge for each password protected log on as if each password protected log on was a Unique User ID in accordance with the terms of the Agreement.
- 1.8 The relevant Subscriber shall be solely responsible for security of any password protected login (or similar) allocated to it and shall be liable for the results of all use, whether authorised or not, of such password protected log on (or similar).

SCHEDULE 5 - ADDRESSES FOR NOTICES

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

CONTRACT DEPARTMENT
ICE Data LLP
Milton Gate
60 Chiswell Street
London, EC1Y 4SA
UK

Email: qv_commercial@theice.com;

Any notice to be served on the Distributor shall be sent to:

Name: _____

Address: _____

City: _____

State or Province: _____

Country: _____

Zip Code: _____

Email: _____

SCHEDULE 6 - REPORTING REQUIREMENTS

All reports must be submitted to ICE Data via RAAMS. Following are the general reporting guidelines, which may be revised on 3 calendar months written notice to the Distributor.

MONTHLY REPORTING REQUIREMENTS:

The Distributor must provide a total inventory count for each applicable usage code each reporting month.

1. Total Inventory Report

Firms receive a data feed through use of an ISV (Independent Software Vendor) system or in other cases, as a DAU (Direct Access User) who has built and conformed a proprietary in house market data and order routing application are required to report the quantity of devices accessing these data products each month. The firm is required to enter the total count for each reporting code via RAAMS on a monthly basis.

2. Product Codes Description (“Units of Count”)

- FIX 1:1: A FIX Trading key issued by the ICE Exchange Entities to a Subscriber where only one unique user ID has access to Real Time market data
- FIX user: A FIX Trading key issued by the ICE Exchange Entities to a Subscriber where multiple unique user ID’s can execute trades
- View only user: A user with access to view ICE Exchanges data in Real Time.

3. Monthly Subscriber Activity

While ICE Data only requires a total inventory count, in line with Audit requirements it is suggested that within the Distributor's own entitlement system it maintains the following information:

- Distributor or Subscriber Name
- Software platform
- Service Start Date: first date that the Distributor or Subscriber received ICE Data
- Service End Date (as applicable): last date that the Distributor or Subscriber received ICE Data
- The beginning Unit of Count total, additions (including effective date), deletions (including effective date), and ending total for each type of Unit of Count in each environment at each Subscriber Location.
- Product Codes
- The full name and address of each Subscriber Location that changed during the current reporting month.

Please complete the following information; upon receipt the Distributor Reporting Contact will be set up with access to RAAMS.

For more details on reporting, please contact ICE Data on data@theice.com requesting a copy of the ICE Data reporting Guide.

DISTRIBUTOR REPORTING CONTACT:

Name: _____

Tel: _____

Email: _____

DISTRIBUTOR BILLING CONTACT:
