

This Internal Distribution Market Data Agreement (this "Agreement") is made as of the ..... day of ..... 20..... (the "Effective Date") by and between ICE Data LLP, the registered office of which is located at Milton Gate, 60 Chiswell Street, London, EC1Y 4SA, United Kingdom, (hereinafter called "ICE Data") and \_\_\_\_\_ the registered office of which is located at \_\_\_\_\_ (hereinafter called the "Distributor") (ICE Data and Distributor, each a "Party" and together, "the Parties").

**WITNESSETH**

**WHEREAS**, ICE Data has been appointed as a data distributor by its Affiliates, who alone and through third party vendors, operate futures exchanges and compile, maintain, determine and calculate Pricing Data for the Traded Contracts described in Schedule 1, which may be updated from time to time;

**WHEREAS**, the Pricing Data is calculated, compiled, formatted and distributed according to the proprietary methods of ICE Data and its Affiliates and through the application of methods, creativity and standards of judgment used and developed through the expenditure of considerable work, time and money, and may be modified from time to time based on this same criteria, and all rights, title and interest therein are expressly reserved by ICE Data and its Affiliates;

**WHEREAS**, certain Affiliates of ICE Data compile, maintain, determine and calculate the Pricing Data and cause the Pricing Data to be calculated on a time-sensitive basis, and desire that ICE Data format and distribute the Pricing Data, such that ICE Data and its Affiliates are the original source of the Pricing Data and the Pricing Data is proprietary to ICE Data and its Affiliates, kept secret by ICE Data and its Affiliates and not publicly available to third parties without the express permission of ICE Data and its Affiliates;

**WHEREAS**, ICE Data is willing to provide Pricing Data to the Distributor on a limited basis pursuant to the terms of this Agreement; and

**WHEREAS**, the Distributor wishes to receive Pricing Data from ICE Data for the purposes of using, processing and disseminating the Pricing Data through its Information Systems (as defined in Schedule 8) for the reception and use by Subscribers and Authorized Users.

**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:

<b>Definition</b>	<b>Meaning</b>
<b>"Access"</b>	<b>means the ability of any entity or person to receive, view or display Pricing Data through any Display Device;</b>
<b>"Action"</b>	<b>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</b>

<b>Definition</b>	<b>Meaning</b>
	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;
<b>"Affiliates"</b>	means in relation to any Party, any Person that directly, or indirectly through one or more intermediaries, legally controls, is controlled by or is under common control with such Party;
<b>"Algo-Box"</b>	means an algorithm used by a Subscriber to process and evaluate Pricing Data for research, trading and model creation purposes;
<b>"Anti-Social Forces"</b>	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;
<b>"API"</b>	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;
<b>"Audit "</b>	means any audit to be carried out pursuant to Clause 8;
<b>"Audit Party"</b>	means the parties identified by ICE Data and agreed by the Distributor to conduct an Audit on behalf of ICE Data;
<b>"Authorized User"</b>	means each individual natural person who is employed by the Distributor or a Subscriber;

<b>Definition</b>	<b>Meaning</b>
<b>"Back Up Disaster Recovery Site"</b>	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;
<b>"Business Day"</b>	means any day on which ICE Futures Europe is open for business;
<b>"Change of Control"</b>	with respect to each Party, its ultimate parent corporation or any successor to the foregoing, (a) a merger, consolidation, share exchange or other transaction involving such Party and any third party which results in the holders of the outstanding voting securities of such Party immediately prior to such merger, consolidation, share exchange or other similar transaction ceasing to hold more than fifty percent (50%) of the combined voting power of the surviving, purchasing or continuing entity immediately after such merger, consolidation, share exchange or other similar transaction or (b) the sale or other transfer to a third party of all or substantially all of such Party's assets which relate to this Agreement;
<b>"Charge Period"</b>	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;
<b>"Charges"</b>	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;
<b>"Closed Feed"</b>	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 Authorized User or application basis;
<b>"Datafeed Environment"</b>	means a system configuration whereby individual Display Devices Access Pricing Data from a shared source, or

<b>Definition</b>	<b>Meaning</b>
	where the transmitter of the Pricing Data is unable to control the permissioning of the Pricing Data on an Authorized User or application basis;
<b>"Delayed Pricing Data"</b>	means data specifying the market prices of the Traded Contracts delayed by Distributor more than 10 minutes from ICE Data's publication of the applicable Real Time Pricing Data via the API;
<b>"Derived Data"</b>	<p>means for all purposes under this Agreement (including requirements relating to the Charges and reporting obligations) creating derived works using Pricing Data, which includes Delayed Pricing Data (including, without limitation, as a result of combining processing, changing, converting or calculating Pricing Data or any portion thereof, on its own or with other data) if, in ICE Data's sole discretion:</p> <ul style="list-style-type: none"> <li>a. it is not feasible, technically or otherwise, for any person to create or produce the Pricing Data or data that is substantially similar to the Pricing Data in whole or in part from the resultant data (whether by reverse engineering, calculation, translation or otherwise);</li> <li>b. the data cannot be used in whole or in part as a substitute or replacement for the Pricing Data; or</li> <li>c. the data cannot be 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.</li> </ul>
<b>"Direct Access Interface Agreement"</b>	means the agreement between the Distributor, Intercontinental Exchange and an ICE Exchange Entity under the terms of which the Distributor is permitted to develop and maintain its Direct Access Interface;

<b>Definition</b>	<b>Meaning</b>
<b>"Direct Access Interface"</b>	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;
<b>"Display Device"</b>	means any authorized device wherein Technical and Administrative Controls are administered by the Distributor and which is not part of a Datafeed Environment configuration;
<b>"Exchange"</b>	means any marketplace in derivatives or other contracts operated by an ICE Exchange Entity;
<b>"Force Majeure"</b>	<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> <ul style="list-style-type: none"> <li>(a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;</li> <li>(b) pandemic or disease;</li> <li>(c) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;</li> <li>(d) terrorist attack, civil war, civil commotion or riots;</li> <li>(e) nuclear, chemical or biological contamination or sonic boom;</li> <li>(f) compliance with any law (including a failure to grant any license or consent needed or any change in the law or interpretation of the law);</li> <li>(g) fire, explosion or accidental damage;</li> <li>(h) loss at sea;</li> </ul>

<b>Definition</b>	<b>Meaning</b>
	<ul style="list-style-type: none"> <li>(i) adverse weather event/ conditions, earthquake;</li> <li>(j) collapse of building structures, failure of plant machinery, other machinery, computers or vehicles;</li> <li>(k) any labor dispute, including but not limited to strikes, industrial action or lockouts;</li> <li>(l) non-performance by suppliers or subcontractors; and</li> <li>(m) interruption or failure of utility service, including but not limited to electric power failure, gas or water;</li> </ul>
<b>"FSMA"</b>	means the Financial Services and Markets Act 2000;
<b>"Governmental Authority"</b>	means any applicable government authority, court, council, tribunal, arbitrator, agency, department, bureau, branch, office, legislative body, commission or other instrumentality of (a) any government of any country, (b) any nation, state, province, county, city, or other political subdivision thereof or (c) any supranational body;
<b>"Historic Pricing Data"</b>	means (i) archived data specifying the market prices of Traded Contracts, which is older than 10 minutes or (ii) any data transmitted after Exchange closure on any Business Day;
<b>"ICE Exchange Entity" or "ICE Exchange Entities"</b>	means the Exchanges listed and defined in Schedule 1 which may be amended from time to time by ICE Data in its sole discretion;
<b>"ICE Marks"</b>	means the trademarks and/or service marks of ICE Data and its Affiliates, including those set forth on Schedule 7 attached hereto;
<b>"Intercontinental Exchange" or "ICE"</b>	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;

<b>Definition</b>	<b>Meaning</b>
<b>"Internet"</b>	means the computer and telecommunications networks, (including the "World Wide Web") commonly known as the internet;
<b>"Person"</b>	means any individual, corporation, limited company, unlimited company, limited liability company, partnership, firm, company, entity, organization or government entity;
<b>"Point of Supply"</b>	means the API connection from which the Distributor receives Pricing Data from ICE Data;
<b>"Pricing Data"</b>	means collectively: <ul style="list-style-type: none"> <li>(i) Real Time Pricing Data and Historic Pricing Data, made available from the Point of Supply by ICE Data, and</li> <li>(ii) Delayed Pricing Data created by the Distributor (and not made available from the Point of Supply by ICE Data);</li> </ul>
<b>"Pricing Data Policy"</b>	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;
<b>"Real Time Pricing Data"</b>	means real time data specifying the market prices of the Traded Contracts transmitted less than 10 minutes from publication via the API;
<b>"Report"</b>	has the meaning given to the term in Clause 4.3.1;
<b>"Secured Web Display"</b>	means a security restricted and/or pay-per-view website or web page or similar;
<b>"Slave Device"</b>	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;
<b>"Subscriber"</b>	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;

<b>Definition</b>	<b>Meaning</b>
<b>"Subscriber Fee"</b>	<b>means the fee chargeable by ICE Data for access to Pricing Data, as detailed in Schedule 2;</b>
<b>"Subscriber Location"</b>	<b>means each separate office, or premises of a Subscriber;</b>
<b>"Subsidiaries"</b>	<b>means all those Affiliates, details of which are set out in Schedule 3, as may be agreed by the Parties in writing from time to time;</b>
<b>"Technical and Administrative Controls"</b>	<b>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;</b>
<b>"Tick Data"</b>	<b>means Pricing Data that includes intraday prints of bids, offers or trades of Traded Contracts;</b>
<b>"Traded Contracts"</b>	<b>means certain contracts traded on Exchanges, as added to or changed pursuant to Clause 2.4;</b>
<b>"Unique User ID"</b>	<b>means a unique user login which (i) is strictly for the personal use of a single Authorized User without simultaneous log in capability of any other natural Person, (ii) may or may not be connected to or operated by an electronic device utilized by a single natural Person and which is not shared with others, and (iii) projects, displays or makes visible an image which is no greater than 42 inches in diagonal length and (iv) is not used to operate a Datafeed Environment;</b>
<b>"Unit of Count"</b>	<b>has the meaning given to the term in Schedule 6.</b>

- 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, and subject to the Distributor's compliance with the terms of this Agreement, ICE Data hereby grants to Distributor a limited, non-transferable, non-assignable (except as permitted under Clause 19.2), non-sublicensable (except as permitted under Clause 17), and non-exclusive license to accept the Pricing Data from a Point of Supply and to use the ICE Marks and the Pricing Data for the sole purpose of distributing and making available the Pricing Data to Authorized Users through Subscribers. Any use by the Distributor of an API shall be subject to the terms and conditions set forth in the Direct Access Interface Agreement.

2.2 Except as expressly contemplated hereby, the Distributor shall not and shall not permit others to, access the Pricing Data except via the Point of Supply, use, disclose, distribute, make available, sell, copy, display, assign, transfer, sublicense, lease, furnish, lend, republish, transmit, distribute, alter, modify, adapt, translate, disassemble, decompile, prepare or create Derived Data or derivative works, or reverse engineer, in any way, all, or any portion of, the Pricing Data or the ICE Marks under this Agreement.

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; and/or

2.4.2 withdraw prices of any Traded Contracts that cease trading on an Exchange.

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 organization 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 three (3) 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, or by any other means, 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 via Display Device of Pricing Data, 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 and will be required to be included in the monthly usage counts in Clause 4. A copy of all written Charge waivers must be maintained by the Distributor to be presented to ICE Data upon request.
- 3.4 Except as expressly set forth in this Agreement, the Distributor may not create or distribute, or permit any Person to make or distribute, Derived Data or other derivative works based upon the Pricing Data, for avoidance of doubt this includes Delayed Pricing Data and Historic Pricing Data without the prior written consent of ICE Data. Distributor acknowledges that obtaining ICE Data's consent for the use described in this Clause 3.4 may require further approvals and consent from third parties, and Distributor agrees that ICE Data may provide any information necessary with respect to Distributor's request to such third parties in order to obtain such consents.
- 3.6 Distributor acknowledges and agrees that violations of any of Distributor's obligations above in this Clause 3 may be considered by ICE Data to be a material breach of the 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 endeavors to ensure that such information is complete and accurate.
- 4.3 Reporting requirement for Authorized Users with access to Real Time Pricing Data controlled by Distributor
  - 4.3.1 On or before the 20th 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, the Unit of Count during the Charge Period and as at the date of the Report for all Subscribers 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 for more than three (3) consecutive Charge Periods 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 19.4, 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 Charge Period regardless of whether the Unit of Count had Access to or received Pricing Data for only part of the Charge Period due to a Subscriber beginning or ending Access mid-way through a Charge 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 thirty (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 three (3) calendar months' notice in writing. All Charges changes will be effective at the start of a calendar quarter.
- 5.4 ICE Data may, at its option and without limiting any other rights it might have under this Agreement or under the law, be entitled to suspend the Distributor's access to the Pricing Data in the event that any invoice issued to the Distributor pursuant to this Clause 5 is not paid within fifteen (15) calendar days after the due date for payment, without the suspension being considered as a termination of the Agreement. ICE Data shall not be liable to the Distributor or to any third party for any liabilities, claims or expenses arising from or relating to any such suspension in accordance with this Clause.
- 5.5 In any Charge Period no Charges shall be payable by the Distributor in respect of any Unit of Count:
  - 5.5.1 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.
  - 5.5.2 which is part of an approved 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**

7.1 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 ten (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(s)); 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 reorganization; or

7.1.5 that Subscriber does anything 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 ninety (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 provide 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. In the event the Distributor is suspected of or found to be in breach of this Agreement in ICE Data's sole discretion, or has not remedied failures to comply with the terms of this Agreement in a previous audit, ICE reserves the right to audit the Distributor more frequently than once per year. This Clause 8 shall survive any termination of the Agreement.

8.2 Such accounts and records shall cover a period of no more than five (5) years, as determined by ICE Data, and include (as applicable), without limitation: lists of Subscribers; billing invoices covering all services and their start/end dates provided by the Distributor to Subscribers; 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 the Distributor or any Subscriber (as applicable) is not in compliance with the Pricing Data Policy or this Agreement, the Distributor shall carry out its obligations and ICE Data shall be entitled to exercise its rights under Clause 8.1 above immediately and without notice.
- 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 authorized 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. 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**

The Distributor acknowledges and agrees that ICE Data or one of its Affiliates is the sole owner of the ICE Marks. Except with respect to the license granted in Clause 2.1, 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 Distributor who shall not, without the prior written consent of ICE Data or as permitted under Clause 19.2, 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.
- 11.2 A Person who is not a Party to this Agreement, including without limitation any Subscribers and/or Subsidiaries, shall not be considered a third party beneficiary hereof and has no right to enforce any term of this Agreement.

## **12. TERM OF THE AGREEMENT**

- 12.1 This Agreement shall take effect upon the Effective Date and shall continue until terminated:
- 12.1.1 by either Party upon not less than ninety (90) calendar days written notice to the other Party; or
- 12.1.2 by the Distributor upon not less than fifty (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 fifteen (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 thirty (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 reorganization; or

12.1.6 by ICE Data in the event of a Distributor Change of Control as set forth in Clause 19.2.

12.2 Within thirty (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 In addition to the foregoing termination rights, ICE Data reserves the right to suspend the Distributor's access to the Pricing Data immediately in whole or in part followed by notice to the Distributor, if (i) the Distributor fails to comply with any use restrictions herein with respect to the Pricing Data, or any applicable law, rule or regulation or (ii) ICE Data reasonably concludes that the Distributor's use thereof is causing, or has a significant likelihood of causing, damage or harm to (a) ICE Data's, ICE's, an ICE Exchange Entity's or an Exchange's reputation or the operation of any Exchange, (b) the Pricing Data, (c) any proprietary rights in the Pricing Data or (d) any of the ICE Data Confidential Information. ICE Data shall not be liable to the Distributor or to any third party for any liabilities, claims or expenses arising from or relating to any such suspension in accordance with this Clause. Nothing in this Clause will limit ICE Data's rights as set forth in this Agreement.

12.5 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, organization 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 (5) 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

- 15.1 Subject to the exceptions described below, all Confidential Information and any other information specifically identified, either verbally, in writing, or electronically, as confidential, that is obtained under or in the course of business or activities relating to this Agreement by a Party (the “**Recipient**”) from the other Party (the “**Discloser**”) shall be kept on a confidential basis by the Recipient, its officers and employees and, as such, shall not be disclosed to third parties or used for any purpose other than a purpose specifically authorized by this Agreement. For purposes of clarification, the provisions of this Clause shall not apply to any information which:
- 15.1.1 is published or comes into the public domain through the express written authorization of the Discloser or its Affiliates (for purposes of clarity, distribution of Pricing Data to Subscribers and Authorized Users shall not constitute publication or presence in the public domain); or
  - 15.1.2 can be shown to have been in the possession of the Recipient 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 by the Recipient from a third party with no obligation to keep the same in confidence; or
  - 15.1.4 is developed by the Recipient without use of or reference to the Discloser’s Confidential Information.
- 15.2 The Recipient agrees and hereby represents and warrants that it will not use or facilitate the use of the Discloser’s Confidential Information for any purpose other than the limited uses contemplated by this Agreement and in compliance with all legislative and regulatory requirements relating to access to and use of such Confidential Information. The Recipient shall assume all responsibility for keeping itself fully informed of and comply with all such rules, regulations, requirements, policies and laws.
- 15.3 **Personal Information.** The Recipient acknowledges that the Discloser 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 Discloser, the Discloser’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 its obligations under 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](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 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 Distributor 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 14; (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.

16.2 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 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 Schedules 3 and 5 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 authorized by the Distributor.

## **18. EAR/OFAC/ANTISOCIAL**

18.1 The Distributor acknowledges that the 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 Pricing Data and related technical

information, documents and materials provided to the Distributor pursuant to this Agreement, the Distributor 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. The Distributor further represents and warrants that as of the date of this Agreement, (x) neither the Distributor, the Distributor'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) the Distributor 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, the Distributor 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 the Distributor's access to or use of the Pricing Data would violate the Controls.

18.2 No Distributor 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:

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

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

18.2.3 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).

18.2.4 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).

18.2.5 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.

18.3 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.

## **19. MISCELLANEOUS**

19.1 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.

- 19.2 This Agreement is not assignable or otherwise transferrable by Distributor, for any reason whatsoever, without the prior express written consent of ICE Data, to be provided only in ICE Data's sole discretion. In addition to and notwithstanding the foregoing, if the ownership of the Distributor at any time during the term of this Agreement undergoes a Change of Control, the Distributor shall notify ICE Data in writing of such Change of Control no later than thirty (30) days following the effective date thereof. ICE Data shall then have the right to terminate this Agreement by providing a written notice to Distributor within sixty (60) days following the receipt of such notice of the Change of Control. If ICE Data elects not to exercise the foregoing termination right, any successor-in-interest to this Agreement as a result of the Change of Control shall assume all rights and obligations of the Distributor under this Agreement and shall be responsible for adhering to the terms hereof. ICE Data shall have the ability to transfer or assign this Agreement in its sole discretion and any Change of Control with respect to ICE Data shall not result in termination of, or otherwise impact ICE Data's rights under, this Agreement.
- 19.3 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.
- 19.4 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.
- 19.5 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 authorize any Party to make or enter into any commitments for or on behalf of any other Party.
- 19.6 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.
- 19.7 Save as otherwise provided herein, ICE Data shall be permitted to amend, vary or modify any of the terms of this Agreement by giving ninety (90) days written notice to the Distributor. The Distributor expressly acknowledges and agrees that this provision is a condition of the Agreement and is necessary, including for purposes to ensure that regulatory compliance is maintained by ICE Data and its Affiliates at all times. The Distributor's taking, distribution or other use of Pricing Data after any such amendments to this Agreement or its Schedules shall constitute the Distributor's affirmative acceptance of all such changes.
- 19.8 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 authorized representatives of the Parties the day and year first above written.

**Signed by Distributor**

**as witnessed by**

Signature:

Signature:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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**Signed by ICE Data LLP**

Signature:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**as witnessed by**

Signature:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1 – EXCHANGES**

The Distributor, \_\_\_\_\_, hereby confirms that it wishes to license the following ICE Futures Exchanges pursuant to this Agreement:

EXCHANGE	CONTENT	FREQUENCY
<p>ICE Endex - means the following:</p> <ul style="list-style-type: none"> <li>• 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). ICE Endex spot contracts for Dutch and UK natural gas are regulated by national energy regulators on the basis of the EU and UK Regulation on Wholesale Energy Market Integrity and Transparency ('REMIT');</li> </ul> <p>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.</p>	Commodities - Energy	<input type="checkbox"/> Real Time
	Financials - Equity	<input type="checkbox"/> Real Time
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.	All content	<input type="checkbox"/> Real Time
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.	All Content	<input type="checkbox"/> Real Time
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 recognized investment exchange under the FSMA.	Commodities - Energy & Agriculture	<input type="checkbox"/> Real Time
	Financials - Interest Rates & Equity	<input type="checkbox"/> Real Time
ICE Futures U.S. - means ICE Futures U.S., Inc. or any successor to it as the operator of an Exchange upon which	Commodities - US Agriculture & FX	<input type="checkbox"/> Real Time

certain Traded Contracts are traded, which is regulated by the Commodity Futures Trading Commission.	Commodities - Canadian Agriculture	<input type="checkbox"/> Real Time
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Only permitted source for receiving Pricing Data:

Direct from ICE API

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

**Signed by Distributor**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Signed by ICE Data LLP**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## SCHEDULE 2 - CHARGES

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

1. **REAL TIME PRICING DATA**

Real Time Pricing Data shall attract a Charge for each Unit of Count of either the terminal or the wallboard fee as determined in accordance with the table below. The wallboard fee is applicable to all Wallboard Devices. The terminal fee is applicable to all other devices or means of access, including but not limited to: Display Devices, Unique User ID's, Algo-Boxes and Slave Devices, in addition to terminal fees for declared Subscribers, datafeeds will incur an independent fee.

2. **DELAYED PRICING**

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

3. **DIRECT CONNECT FEES APPLY**

3.1 Distributor shall pay to ICE Data the non-refundable direct connect \$2250 monthly service fee in respect of Distributor and each Affiliate that directly connects to ICE Data's API (for example, Distributor + 2 API-connecting Affiliates = \$6750/ monthly)

3.2 In addition, Distributor shall pay to ICE Data the non-refundable price server \$100 monthly fee for all production price server id's with access to the production environment (per id/per system).

3.3 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.

4. **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 this Agreement with immediate effect.

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

**Prices Effective 1 January 2024**

<b><u>Content</u></b>		<b><u>Subscriber Fees (USD) unless stated</u></b>
<b><u>Package 2024-1</u></b>		<b>ICE Futures U.S. - US Softs &amp; Financials</b>
US Agriculture World Cotton US Grains Precious Metals MSCI Indices All Currency Pairs US Dollar Index		Terminal: 120.00  Handheld: 120.00  Wallboard: 500.00
<b><u>Package 2024-1C</u></b>		<b>ICE Futures U.S. - FANG</b>
FANG <sup>(2)</sup> <i>(2) Added as part of ICE Futures U.S. as well as an optional fee waived package</i>		No Authorized User fees in 2024
<b><u>Package 2024-2</u></b>		<b>ICE Futures Europe - Commodities</b>
Brent WTI Dubai Gas Oil Heating Oil NYH (RBOB) Gasoline UK Natural Gas UK Electricity Natural Gas (USD/MMBtu) UKA Emissions UKA,UK ETS Coal Richards Bay Coal Rotterdam	Coal gC Newcastle CORSA Eligible Emissions LNG Freight  London Softs incl: - Cocoa - Coffee - Feed Wheat - White Sugar - Containerised Sugar	Terminal: 130.00  Handheld: 130.00  Wallboard: 750.00
<b><u>Package 2024-3</u></b>		<b>ICE Futures Europe - Financials</b>
STIRS FTSE 100 London Stock Options Bond Derivatives Euribor Short Sterling	Long Gilt Medium Gilt Short Gilt SOFR Swapnote® USFs - London	Terminal: 112.00  Handheld: 112.00  Wallboard: 500.00
<b><u>Package 2024-4</u></b>		<b>ICE Futures U.S. - Canadian Grains</b>
Canadian Grains		Terminal: 37.00  Handheld: 37.00  Wallboard: 50.00



<b>Package 2024-5</b>	<b>ICE Index</b>
Dutch TTF Gas Futures/Spot German THE Gas Futures Italian PSV Gas Futures EUA EUAA UK OCM Gas Spot / Indices Dutch Physical Power Futures European Financial Power Futures Belgian Physical Power Futures	Terminal: 130.00  Handheld: 130.00  Wallboard: 750.00
<b>Package 2024-5B</b>	<b>ICE Index - Financials</b>
Flex Single Stock Options Flex Index Options	Terminal: 0  Wallboard: 0
<b>Package 2024-6</b>	<b>ICE Singapore</b>
Mini Brent                      Mini US Dollar Index Mini Gas Oil                    Mini Currency Pair Micro MSCI Index              Micro ICE Index Digital Asset Cash	Terminal: 0  Wallboard: 0
<b>Package 2024-7</b>	<b>ICE Abu Dhabi</b>
Murban <sup>(1)</sup>  <sup>(1)</sup> Added as part of ICE Futures Europe -Commodities. as well as an independent package	Terminal: 20.00  Handheld: 20.00  Wallboard: 50.00

**Please note: Direct connect fees apply as detailed above in Section 3 of this Schedule**

**SCHEDULE 3 - SUBSIDIARIES**

DATE FILED: \_\_\_\_\_

DISTRIBUTOR NAME: \_\_\_\_\_

Please provide complete name and address (please include only Subsidiaries distributing Pricing Data). In accordance with Clause 17 of the Agreement, these Subsidiaries will be subject to relevant terms and conditions of the Agreement including the reporting requirements and audit in the event an audit notice is sent by ICE Data.

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: \_\_\_\_\_

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

Name: .....

Signed: .....

Date: .....

## **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**

- 1.1 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;
- 1.2 Real Time Pricing Data which is provided by the Distributor to a Subscriber must always be appropriately identified as "Real Time Pricing Data";
- 1.3 Delayed Pricing Data which is provided by the Distributor to a Subscriber must always be appropriately identified as "Delayed Pricing Data";
- 1.4 The Distributor shall ensure all Subscribers are aware that they are prohibited from onward distribution of Real Time Pricing Data and Delayed Pricing Data;
- 1.5 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.
- 1.6 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.
- 1.7 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 authorized 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@ice.com](mailto:qv_commercial@ice.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 the ICE Dashboard (<http://dashboard.ice.com>).

### **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 ICE Dashboard on a monthly basis.

#### **2. Codes Description (“Units of Count”)**

- Trade Enabled: An individual user with access to view Pricing Data and with the capability to execute trades using a FIX Trading ID issued by the ICE Exchange Entities to Subscriber.
- Automated Trading System (ATS): A individual device that processes Pricing Data to automatically execute trades using a FIX Trading ID issued by the ICE Exchange Entities to Subscriber.
- View Only: An individual user having no trading capability with access to view Pricing Data.
- Risk Management: An individual user having no trading capability with access view Pricing Data for the purposes of risk management.

#### **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 ICE Dashboard.

For more details on reporting, please contact ICE Data on [icedata@ice.com](mailto:icedata@ice.com) requesting a copy of the ICE Data reporting Guide.

#### **DISTRIBUTOR REPORTING CONTACT:**

**Name:** \_\_\_\_\_

**Tel:** \_\_\_\_\_

**Email:** \_\_\_\_\_

#### **DISTRIBUTOR BILLING CONTACT:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **SCHEDULE 7 – ICE MARKS**

<Insert as requested & approved>

**SCHEDULE 8 - DISTRIBUTOR INFORMATION SYSTEMS**

Distributor hereby provides detail to ICE Data on the distribution platforms on which Pricing Data is included and the entitlement systems controlling access (“Information Systems”):

Application Name	Installation Address	Application Type / System Description ex. Proprietary to Distributor, Trader Based GUI, Automated Trading System, Risk Management, Simulation/Demo, *Contractor System, etc.

Graphical display of entitlement process:

<Insert attachment>

\*The “Contractor System” is an Information System which is not proprietary to the Distributor, and where the Pricing Data is controlled and hosted by a third party contractor (the “Contractor”). Any Contractor must have been issued a Certificate of Conformance for Pricing Data from the applicable ICE Exchange Entity as required for the Contractor System. Furthermore, the Contractor System can only access and provide access to Pricing Data which has been expressly permitted in the Certificate of Conformance. Contractor System will be approved in writing by ICE Data, which shall be in the form of an executed Schedule 9 to this Agreement, and such approval shall be signed by the Distributor and Contractor prior to ICE Data providing the Contractor access to the Pricing Data. For the avoidance of doubt, no Person or Contractor shall have access to the Pricing Data for any purpose except as set forth in this Agreement.



## SCHEDULE 9 - TEMPLATE OF CONTRACTOR SYSTEM APPROVAL

This approval letter from ICE Data, LLP (“ICE Data”) dated [\_\_\_\_\_] (the “Contractor System Approval”) references the Internal Distribution Market Data Agreement between ICE Data and [\_\_\_\_\_] (the “Distributor”) dated [\_\_\_\_\_] (the “Agreement”), and permits Distributor a limited consent to provide [\_\_\_\_\_] (the “Contractor”) access to Distributor’s Price Server Access I.D. for the sole purpose of providing hosting and access services to the Distributor of the Pricing Data via Contractor System (as defined herein and in the Agreement). Capitalized terms that are not defined in this Contractor System Approval retain the meanings in the Agreement.

The “Contractor System” is an Information System which is not proprietary to the Distributor, and where the Pricing Data is controlled and hosted by a third party contractor (the “Contractor”). Any Contractor must have been issued a Certificate of Conformance for Pricing Data from the applicable ICE Exchange Entity as required for the Contractor System. Furthermore, the Contractor System can only access and provide access to Pricing Data which has been expressly permitted in the Certificate of Conformance. Contractor System will be approved in writing by ICE Data, which shall be in the form of an executed Schedule 9 to this Agreement, and such approval shall be signed by the Distributor and Contractor prior to ICE Data providing the Contractor access to the Pricing Data. For the avoidance of doubt, no Person or Contractor shall have access to the Pricing Data for any purpose except as set forth in this Agreement.

Except as set forth herein, Distributor and Contractor acknowledge and agree that Contractor is expressly prohibited from accessing or using the Pricing Data for any other purpose, including without limitation for Contractor’s own business purposes. Contractor is further prohibited from databasing, retaining, storing, selling, distributing, publishing or disseminating any Pricing Data to or for any other party that is not party to this approval letter, provided that Contractor may have additional Contractor System Approvals with other Distributors.

Distributor and Contractor acknowledge and agree that they shall be liable and responsible for Contractor’s access to and use of the Pricing Data, including without limitation the restrictions and obligations set forth in the Agreement and this Contractor System Approval. Distributor and Contractor shall indemnify ICE Data and its Affiliates against, and hold ICE Data and its Affiliates harmless from, any and all claims, losses, damages, liability, or costs (including reasonable attorney’s fees), related to Contractor’s access to and use of the Pricing Data under this Contractor System Approval. The indemnity and liability provisions of this section are in addition to, and not in lieu of, any indemnities contained within the Agreement or any other agreements with ICE Data.

ICE Data or Distributor may terminate this Contractor System Approval in accordance with Section 12 of the Agreement. Upon any termination of this Contractor System Approval:

- (i) Distributor shall immediately cease accessing Pricing Data from the Contractor System; and
- (ii) Contractor shall (a) cease providing Distributor access to the Pricing Data on the Contractor System, and (b) unless otherwise permitted by ICE Data, promptly delete all Pricing Data from its systems, including the Contractor System, and send ICE Data written certification of such deletion.

**AS WITNESS** the hands of the duly authorized representatives of the parties hereto the day and year first above written.

**Signed by Distributor**

Signature:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Signed by Contractor**

Signature:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Signed by ICE Data LLP**

Signature:

Name: \_\_\_\_\_

Title: \_\_\_\_\_