

ICE TRADE VAULT TRUSTED SOURCES AGREEMENT

This agreement (the “ICE Trade Vault Agreement”) sets out the terms on which ICE Trade Vault, LLC (“ICE Trade Vault”), which owns and operates an electronic platform (the “ICE Trade Vault Platform”) for the collection, storage and regulatory reporting of a comprehensive range of trade data in respect of commodity derivatives trades (the “ICE SDR Service”), has agreed, in consideration of the mutual covenants contained herein, to provide the Trusted Source identified below with access to and use of the ICE Trade Vault Platform. All capitalized terms used in this ICE Trade Vault Agreement shall have the meanings ascribed to them in this ICE Trade Vault Agreement.

- 1) **ACCESS TO THE PLATFORM.** ICE Trade Vault hereby grants Trusted Source a non-exclusive, non-transferable, revocable license to access and use the ICE Trade Vault Platform as such ICE Trade Vault Platform may exist from time to time and to utilize any hardware, software, systems, and/or communications links (collectively, the “System”) furnished by ICE Trade Vault in conjunction with the ICE SDR Service and in accordance with the ICE Trade Vault Terms (as defined below). Trusted Source understands and agrees that Trusted Source shall not be entitled to receive any services other than the ICE SDR Service, express or implied, in the form offered by ICE Trade Vault from time to time pursuant to this ICE Trade Vault Agreement.
- 2) **TERMS OF ACCESS.** Trusted Source’s access to and use of the System and the ICE SDR Service will be governed by this ICE Trade Vault Agreement, taken together with (i) the Service and Pricing Schedules (the “Schedules”) available on ICE Trade Vault’s website at www.icetradevault.com, (ii) the ICE Trade Vault SDR Rulebook governing the ICE SDR Service pursuant to Addendum A, and (iii) any other Addenda to this ICE Trade Vault Agreement (collectively referred to herein as the “ICE Trade Vault Terms”). ICE Trade Vault may amend the ICE Trade Vault Terms at any time by providing notice to Trusted Source, and any such amendments will be prospectively binding on Trusted Source, provided that ICE Trade Vault will provide at least two weeks’ prior notice, through electronic or other direct communication with Trusted Source, of any such amendments that are likely to materially and adversely affect Trusted Source or its rights or obligations hereunder. Trusted Source’s use of the Platform after the effective date of any such amendment shall constitute its ratification of and agreement to any such amendment.
- 3) **TRUSTED SOURCE’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Trusted Source hereby represents, warrants and covenants as follows:
 - a) Trusted Source understands that it shall be solely responsible for all information submitted through the System in connection with Trusted Source’s use of the ICE SDR Service.
 - b) Trusted Source represents that any data submitted to the ICE SDR Service by Trusted Source (“ICE SDR Service Data”) is accurate and complete in all material respects and compliant with Applicable Law. Trusted Source further agrees that it will report any errors or omissions with respect to the ICE SDR Service Data as soon as technologically practicable after discovery of any such error or omission in accordance with the ICE Trade Vault SDR Rulebook.
 - c) Trusted Source acknowledges that the ICE SDR Service, the System through which the ICE SDR Service is provided and ICE Trade Vault Data (as defined below) are the exclusive proprietary property of ICE Trade Vault constituting trade secrets. For purposes of this Agreement, “ICE Trade Vault Data” means all information and content displayed and distributed on the System or as part of the ICE SDR Service or derived therefrom, but for purposes of this Section 3(c) excludes ICE SDR Service Data. Trusted Source has been granted a limited license to use the ICE SDR Service solely for the purposes set forth herein and in the attached Addenda, and Trusted Source will have no other rights with respect to the System, the ICE SDR Service or the ICE Trade Vault Data. Trusted Source agrees that it will not copy, modify, reverse engineer, reverse assemble or reverse compile the System, the ICE SDR Service or the ICE Trade Vault Data and that it will not distribute, rent, sell, retransmit, redistribute, release or license the System, the ICE SDR Service or the ICE Trade Vault Data, or any part thereof, to any third party (other than to its affiliates and agents subject to and in accordance with this ICE Trade Vault Agreement). Notwithstanding anything to the contrary herein, it is understood and agreed that any

and all ICE SDR Service Data shall be the non-exclusive property of ICE Trade Vault and Trusted Source, and that each party shall have the right to use, sell, retransmit or redistribute such information, in accordance with Applicable Law (as defined below) and the provisions of Section 7 hereof. For purposes of this Agreement, “Applicable Law” means all applicable treaties, legislation, statutes, directives, regulations or any other laws, rules and regulations, judicial orders, decrees and decisions, and the rules, regulations, interpretations, and protocols of any applicable regulatory or self-regulatory organization or authority or any other applicable governmental authority, as amended from time to time.

- d) Trusted Source will comply with the ICE Trade Vault Terms and Applicable Law in connection with Trusted Source’s access to and use of the System, the ICE SDR Service, and ICE Trade Vault Data.
- e) Trusted Source acknowledges and accepts that it shall be solely responsible for any and all expenses associated with its accessing and utilizing the ICE Trade Vault Platform.
- f) Trusted Source acknowledges that ICE Trade Vault may, in its sole discretion immediately and without notice to Trusted Source but subject to compliance with Applicable Law, suspend or terminate Trusted Source’s access to and utilization of the ICE Trade Vault Platform and terminate the ICE Trade Vault Agreement in the event of a breach of the ICE Trade Vault Agreement by Trusted Source. Trusted Source further acknowledges that ICE Trade Vault may, in its sole discretion, temporarily or permanently cease to provide the ICE SDR Service to Trusted Source. Trusted Source also acknowledges that its access to and utilization of the ICE Trade Vault Platform may be monitored by ICE Trade Vault for its own purposes (including, without limitation, for purposes of monitoring levels of activity and for purposes of maintaining the functional and operational integrity of the System and for purposes of complying with Applicable Law) and not for the benefit of Trusted Source. The ICE Trade Vault SDR Rulebook may set forth additional terms and conditions under which ICE Trade Vault may temporarily or permanently suspend the ICE SDR Service.
- g) Trusted Source has all necessary power and authority to execute and perform this ICE Trade Vault Agreement, and this ICE Trade Vault Agreement is its legal, valid and binding agreement, enforceable against Trusted Source in accordance with its terms. Neither the execution of nor performance under this ICE Trade Vault Agreement by Trusted Source violates any law, rule, regulation or order, or any agreement, document or instrument, binding on or applicable to Trusted Source.
- h) Trusted Source agrees to provide ICE Trade Vault with information related to Trusted Source’s use of the ICE SDR Service or the activities of Trusted Source’s customers that is reasonably requested by ICE Trade Vault, if such information is reasonably necessary in order to enable ICE Trade Vault to maintain the integrity of the System or to comply with Applicable Law, and such information will be accurate and complete in all material respects and subject to the Confidentiality provisions of Section 7.
- i) Trusted Source acknowledges that the System and related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Trusted Source will (i) comply with all legal requirements established under these controls, (ii) cooperate fully with ICE Trade Vault in any official or unofficial audit or inspection that relates to these 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 economic sanctions or export control laws of the United States, any Person that resides or has a place of business in any such country or territory, or any Person that otherwise appears on any U.S.-government provided list of known or suspected terrorists or terrorist organizations. A “Person” shall mean an individual, corporation, partnership, limited partnership, limited liability company, joint venture, association, trust, estate, unincorporated organization or other entity.

- j) Trusted Source acknowledges that excessive levels of messages and queries submitted via the System by Trusted Source can negatively impact System performance, and acknowledges that ICE Trade Vault reserves the right to, if deemed necessary by ICE Trade Vault in its sole discretion, suspend Trusted Source's access to the ICE SDR Service and the System pursuant to this Section 3(j). Following any suspension, ICE Trade Vault will notify Trusted Source of the remedial actions necessary in order to reinstate Trusted Source's access to the ICE SDR Service.
 - k) If Trusted Source is a derivatives clearing organization or other form of central counterparty, Trusted Source acknowledges and agrees that all fees and other charges incurred by Trusted Source under this ICE Trade Vault Agreement in any calendar month shall be invoiced by ICE Trade Vault to Trusted Source based on the Schedules, as amended from time to time. If Trusted Source elects via the System to pay certain fees and charges on behalf of another firm, Trusted Source acknowledges and agrees that it will also be invoiced for such fees and charges based on the Schedules, as amended from time to time. ICE Trade Vault will provide Trusted Source with an invoice which states the amount owed by Trusted Source, including any fees, other charges or related taxes, which will be due and payable in the currency, timeframe and manner specified in the Schedules. Late payments will bear interest after the due date at a rate per annum of interest equal to the Prime Rate (as published in the Wall Street Journal) plus 1.5%, to the extent that such rate shall not exceed the maximum rate allowed by Applicable Law. For the avoidance of doubt, ICE Trade Vault does not charge Trusted Sources that are swap execution facilities or designated contract markets for the submission of their ICE SDR Service Data.
 - l) Trusted Source acknowledges that Trusted Source shall be liable for all taxes and duties (other than franchise and income taxes owed by ICE Trade Vault) arising out of this ICE Trade Vault Agreement, including, without limitation, taxes and duties levied by non-U.S. jurisdictions.
- 4) **USER IDs AND PASSWORDS.** ICE Trade Vault shall issue to Trusted Source, through its employees designated as its administrator(s) with respect to Trusted Source's use of the ICE SDR Service ("Trusted Source User Administrator"), one or more user IDs and passwords (collectively, the "Passwords") for use exclusively by employees ("Authorized Employees") of Trusted Source or a Trusted Source affiliate that are properly authorized to access the ICE SDR Service on behalf of Trusted Source. The initial Trusted Source User Administrator(s) are identified at the end of this ICE Trade Vault Agreement and Trusted Source will notify ICE Trade Vault promptly of any change in its Trusted Source User Administrator(s). Trusted Source will be solely responsible for controlling and monitoring the use of the Passwords, will provide the Passwords only to its Authorized Employees, and will not provide the Passwords to any third party. Trusted Source will immediately notify ICE Trade Vault of any unauthorized disclosure or use of the Passwords or access to the ICE SDR Service or of the need to deactivate any Passwords. Trusted Source acknowledges and agrees that it will be bound by any actions taken through the use of its Passwords (except through the fault or negligence of ICE Trade Vault), including the use of the ICE SDR Service, whether or not such actions were authorized. Trusted Source will only use the Passwords to access and use the ICE SDR Service from the jurisdictions specified by Trusted Source and accepted by ICE Trade Vault. The Trusted Source User Administrator shall be responsible for all communications between ICE Trade Vault and Trusted Source and any notices or other communications sent to the Trusted Source User Administrator by ICE Trade Vault shall be binding on Trusted Source. Upon issuance of Passwords to Trusted Source, ICE Trade Vault may include the Trusted Source's name amongst any list of participants in promotional materials relating to the ICE SDR Service. Any use of the trademark, trade name or logo of Trusted Source by ICE Trade Vault in a press release or other promotional material will require the prior written consent of Trusted Source.
- 5) **TERM.** This ICE Trade Vault Agreement, as amended from time to time, will continue in effect unless and until terminated by either party upon 30 days' written notice to the other. Termination of this ICE Trade Vault Agreement shall terminate the ICE SDR Service provided by ICE Trade Vault to Trusted

Source. Each party's continuing obligations under this ICE Trade Vault Agreement and the ICE Trade Vault Terms, including, without limitation, those relating to "Indemnification" and "Confidentiality", will survive the termination of this ICE Trade Vault Agreement.

6) **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNITY.**

- a) TRUSTED SOURCE ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT ICE TRADE VAULT MAKES NO WARRANTY WHATSOEVER TO TRUSTED SOURCE AS TO THE SYSTEM, OR THE ICE SDR SERVICE, EXPRESS OR IMPLIED, AND THAT THE SYSTEM, AND THE ICE SDR SERVICE ARE PROVIDED ON AN "AS IS" BASIS AT TRUSTED SOURCE'S SOLE RISK. ICE TRADE VAULT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER ICE TRADE VAULT NOR ITS MANAGERS, OFFICERS, AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY WITH RESPECT TO, AND NO SUCH PARTY SHALL HAVE ANY LIABILITY TO TRUSTED SOURCE (i) FOR THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF THE ICE SDR SERVICE, OR (ii) FOR DELAYS, OMISSIONS OR INTERRUPTIONS THEREIN. EXCEPT AS REQUIRED BY APPLICABLE LAW, ICE TRADE VAULT SHALL HAVE NO DUTY OR OBLIGATION TO VERIFY ANY INFORMATION SUBMITTED TO OR DISPLAYED VIA THE ICE SDR SERVICE. TRUSTED SOURCE ACKNOWLEDGES AND AGREES THAT ICE TRADE VAULT IS NOT AN ADVISOR OR FIDUCIARY OF TRUSTED SOURCE OR ITS CUSTOMERS. WITHOUT LIMITATION OF THE FOREGOING, TRUSTED SOURCE ACKNOWLEDGES, AGREES AND ACCEPTS THAT ICE TRADE VAULT SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY MATTERS RELATED TO TRUSTED SOURCE'S RELATIONSHIP OR DEALINGS WITH ITS CUSTOMERS, INCLUDING BUT NOT LIMITED TO THE ACCURACY OF ANY INFORMATION SUBMITTED THROUGH THE SYSTEM IN CONNECTION WITH TRUSTED SOURCE'S USE OF THE ICE SDR SERVICE, ALL OF WHICH SHALL BE THE SOLE RESPONSIBILITY OF TRUSTED SOURCE UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.
- b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ICE TRADE VAULT SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), UNDER ANY CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHER LEGAL THEORY, HOWSOEVER CAUSED, ARISING OUT OF OR RELATING IN ANY WAY TO THE SYSTEM OR THE ICE SDR SERVICE AND/OR TRUSTED SOURCE'S USE OF, OR INABILITY TO USE, OR RELIANCE ON, THE SYSTEM OR THE ICE SDR SERVICE.
- c) Subject to Section 6(b), Trusted Source shall indemnify, protect, and hold harmless ICE Trade Vault, its directors, officers, affiliates, employees and agents from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, or costs (including attorney's fees) resulting from or arising out of (i) any act or omission by any person obtaining access to the System (other than through the breach or negligence of ICE Trade Vault), whether or not Trusted Source has authorized such access; or (ii) any claim by any customer of Trusted Source involving or relating in any way to the acts or omissions of Trusted Source and/or Trusted Source's use of the ICE SDR Service.

7) **CONFIDENTIALITY.**

- a) Any and all non-public information in any form obtained by either party or its employees arising out of or related to the provision or use of the ICE SDR Service, including but not limited to trade secrets, processes, computer software and other proprietary data, research, information or documentation related thereto and ICE Trade Vault Data, shall be deemed to be confidential and proprietary information. Each party agrees to hold such information in strict confidence and not to disclose such information to third parties (other than, to the extent permitted by the ICE Trade

- Vault Terms, to its employees, its affiliates and their employees or its agents) or to use such information for any purpose whatsoever other than as contemplated and permitted by the ICE Trade Vault Terms and to advise each of its employees, affiliates and agents who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential.
- b) The restrictions in Section 7(a) shall not apply to information which : (i) is in or becomes part of the public domain other than by disclosure by such party in violation of this ICE Trade Vault Agreement; (ii) is known to or obtained by such party previously without an obligation of confidentiality; (iii) is independently developed by such party outside of this ICE Trade Vault Agreement; (iv) is required to be disclosed by Applicable Law (including, without limitation, provisions of Applicable Law that mandate the publication of trade data), or pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction; (v) is disclosed in connection with any regulatory or self-regulatory request for information; or (vi) is ICE SDR Service Data that is distributed or sold by ICE Trade Vault in accordance with the ICE Trade Vault Terms and Applicable Law.
- c) In the event that ICE Trade Vault is required to disclose confidential information subject to Section 7(b)(iv), ICE Trade Vault shall request that the recipient treat the information provided as confidential pursuant to the U.S. Freedom of Information Act for a U.S.-based recipient, or pursuant to an equivalent or comparable law or regulation, if applicable, of the foreign jurisdiction in which the recipient is based.
- d) Any access to ICE SDR Service Data provided by ICE Trade Vault to a corporate affiliate, whether pursuant to a license or otherwise, shall be allowed solely in accordance with Applicable Law and solely with the affiliate's agreement to and compliance with ICE Trade Vault's obligations with respect to ICE SDR Service Data under the ICE Trade Vault Terms, except to the extent otherwise agreed directly between Trusted Source and such affiliate.
- 8) **NOTICES.** All notices delivered with respect to this ICE Trade Vault Agreement shall be in writing and either (i) hand delivered or forwarded by registered or certified mail, or (ii) sent via electronic mail, in either case to the relevant address provided by a party for such purpose.
- 9) **NO THIRD PARTY BENEFICIARY.** Nothing in this ICE Trade Vault Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this ICE Trade Vault Agreement.
- 10) **FORCE MAJEURE.** Neither ICE Trade Vault nor Trusted Source shall be deemed to be in breach of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, power failure or any other cause beyond its reasonable control.
- 11) **WAIVER.** No waiver by either party of any breach by the other in the performance of any provisions of this ICE Trade Vault Agreement shall operate as a waiver of any continuing or future breach, whether of a like or different character.
- 12) **ASSIGNMENT.** Rights and/or obligations under this ICE Trade Vault Agreement may not be assigned by either party without the other party's express prior written consent; provided, however, that (A) Trusted Source may assign this ICE Trade Vault Agreement to any entity (i) controlling, controlled by, or under common control with Trusted Source, or (ii) which succeeds to all or substantially all of the assets and business of Trusted Source, provided that, in the case of any such assignment by Trusted Source, the assignee agrees in writing to assume the assignor's obligations under, and to be bound by the provisions of, this ICE Trade Vault Agreement (as it may be amended from time to time); and (B) ICE Trade Vault may assign all, or part, of its rights and obligations under this ICE Trade Vault Agreement to any entity (i) controlling, controlled by, or under common control with ICE Trade Vault, or (ii) which succeeds to all or substantially all of the assets and business of ICE Trade Vault, provided that, in the case of any such assignment by ICE Trade Vault, the assignee agrees in writing to assume the obligations under, and to be bound by the provisions of, this ICE Trade Vault Agreement that have been assigned. On the effective date of any valid assignment pursuant to this

Section 12, the assignor shall be released from all obligations and liabilities arising under this ICE Trade Vault Agreement or, in case of a partial assignment by ICE Trade Vault, from all obligations and liabilities arising from the parts of this ICE Trade Vault Agreement that have been assigned. This ICE Trade Vault Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns in accordance with its terms.

- 13) **GOVERNING LAW.** Unless otherwise specified in an Addendum, this ICE Trade Vault Agreement is deemed entered into in New York, New York and shall be governed and construed in all respects by the laws of the State of New York, without giving effect to principles of conflict of law. ICE Trade Vault's ICE SDR Service is subject to regulation by the U.S. Commodity Futures Trading Commission ("CFTC") as a Swap Data Repository.
- 14) **DISPUTE RESOLUTION.** Unless otherwise specified in an Addendum, any dispute, claim or controversy between the parties relating to this ICE Trade Vault Agreement shall be resolved through binding arbitration conducted in accordance with the Arbitration Rules of the American Arbitration Association. Any such arbitration shall be conducted in New York, New York or at such other location as may be agreed to by the parties and the arbitrators. For the avoidance of doubt, this arbitration clause only applies to ICE Trade Vault and the Trusted Source and does not apply to any disputes arising between a Trusted Source and its customers or any other disputes between parties other than ICE Trade Vault and the Trusted Source. Notwithstanding the foregoing, each party acknowledges that a breach of this ICE Trade Vault Agreement may cause the other party irreparable injury and damage and therefore may be enjoined through injunctive proceedings in addition to any other rights and remedies which may be available to such other party at law or in equity, and each party hereby consents to the jurisdiction of any federal or state courts located in New York, New York with respect to any such action. The parties expressly waive their right to trial by jury in any such action.
- 15) **NO AGENCY.** Trusted Source is not, and shall not represent or hold itself out as, the agent of ICE Trade Vault, and nothing in this ICE Trade Vault Agreement shall be deemed to establish any relationship of agency, joint venture or partnership of any kind between ICE Trade Vault and Trusted Source.
- 16) **HEADINGS.** The headings in this ICE Trade Vault Agreement are intended for convenience of reference and shall not affect its interpretation.
- 17) **SEVERABILITY.** If any provision of this ICE Trade Vault Agreement (or any portion thereof) shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this ICE Trade Vault Agreement shall not in any way be affected or impaired thereby.
- 18) **COUNTERPARTS.** This ICE Trade Vault Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement binding on the parties hereto.
- 19) **ENTIRE AGREEMENT.** This ICE Trade Vault Agreement (including without limitation any annexes hereto) and any documents to be executed pursuant to it constitute the entire agreement between the parties and supersede all prior agreements and arrangements (if any) whether written, oral or implied between the parties relating to the subject matter of this ICE Trade Vault Agreement. Each party acknowledges and agrees that, in entering into this ICE Trade Vault Agreement, it has not been induced to enter into this ICE Trade Vault Agreement by any representation or warranty other than those contained in this ICE Trade Vault Agreement.

Date: _____, 20__

ICE Trade Vault, LLC

2100 River Edge Parkway, 5th Floor
Atlanta, Georgia 30328, USA

Signature:

Name: Bruce A. Tupper

Title: President

Trusted Source

Company Name: _____

Address: _____

Signature: _____

Name: _____

Title: _____

Trusted Source User Administrator for the ICE SDR
Service:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

ADDENDUM A – ICE SDR SERVICE

ICE Trade Vault offers the ICE SDR Service as a regulated service. The rules, terms, and conditions and procedures applicable to the ICE SDR Service are set forth in the ICE Trade Vault SDR Rulebook available at www.icetradevault.com. Trusted Source agrees to be bound by the ICE Trade Vault SDR Rulebook, as amended from time to time, together with this Agreement for purposes of the ICE SDR Service.