

TERMS AND CONDITIONS

1. AGREEMENT AND DEFINED TERMS

(a) The terms of this agreement (this “**Agreement**”) consist of: (1) these Terms and Conditions; (2) an order form making reference to these Terms and Conditions (the “**Order Form**”) and signed by both ICE Data Services Ltd., a limited liability company under English law, having its registered office located at Milton Gate, 60 Chiswell Street, London EC1Y 4SA, registered in the companies register of England and Wales under number 05300420, or its Affiliate, as defined below, (the “**Supplier**”) and the client identified in such Order Form (the “**Client**”); and (3) any Additional Terms Schedule referred to in the Order Form (each, an “**Additional Terms Schedule**”).

(b) Capitalised terms, wherever used in this Agreement, have the meanings given in these Terms and Conditions, the Order Form and the applicable Additional Terms Schedule.

(c) In the event of any conflict or inconsistency, the applicable Additional Terms Schedule takes precedence over these Terms and Conditions.

(d) In the event of any conflict or inconsistency, the Order Form takes precedence over these Terms and Conditions and the Additional Terms Schedule.

(e) A provision of these Terms and Conditions is referred to as a “Clause”, and a provision of an Additional Terms Schedule is referred to as a “paragraph”.

(f) In this Agreement, the term “Affiliate” means: (1) in respect of the Supplier, any partnership or joint venture of which the Supplier is a part, or any subsidiary, parent, subsidiary of a parent (in each case, direct or indirect) or affiliated corporation of the Supplier, including, but not limited to, Intercontinental Exchange, Inc., Intercontinental Exchange Holdings, Inc., ICE Futures U.S., Inc., ICE Futures Europe, ICE Futures Canada, Inc., New York Stock Exchange LLC, NYSE Arca, Inc., NYSE LIFFE Holdings, LLC, LIFFE Administration & Management, NYSE Technologies Connectivity Inc., NYSE Technologies Canada, Ltd. ICE Futures Singapore Pte Ltd, Interactive Data (Europe) Limited, ICE Data LP, ICE Data Services, Inc., ICE Data Connectivity & Feeds, Inc., ICE Data Services Wireless LLC, ICE Data Services Singapore Pte. Ltd., ICE Data Services Hong Kong Limited, ICE Data Services Japan KK, ICE Data Services Australia Pty LTD and any entity carrying on business under any of the foregoing names (or any derivative form of any of those names) and any operator of any ICE or NYSE Liffe regulated market; and (2) in respect of the Client, any entity directly or indirectly controlling, controlled by or under common control with another entity, where “control” means ownership of more than 50% of the voting stock or other equity interests of an entity, or the rights to direct the management of such entity.

(g) “Third-party Provider” means a supplier of services, technology, information, software, or other items to Supplier that are part of or otherwise used in connection with the Services.

2. INITIAL TERM

This Agreement shall commence from the date of the execution of the Order Form (the “**Commencement Date**”). The initial term of this Agreement is the period from the Commencement Date to the Service Date followed by the period (starting on the Service Date) stated in the Order Form (the “**Initial Term**”), unless earlier terminated in accordance with the terms of this Agreement. After the Initial Term, the Agreement will continue and such continuation shall be the “Term”, unless terminated as set forth in this Agreement.

3. PROVISION OF SERVICE

Subject to the terms of this Agreement, the Supplier will provide the service described in the Order Form and, if applicable, the Additional Terms Schedule (the “**Service**”). The Supplier may modify or adjust the Service as required for technical reasons without liability to the Client, provided that, if any such modification or adjustment has a material adverse impact on the Client, the Client may, within five (5) days from the implementation of such modification or adjustment, provide the Supplier with no more than one (1) month’s written notice of termination of this Agreement.

4. SERVICE DATE

(a) The Supplier will advise the Client of the date on which the Supplier will seek to commence provision of the Service (the “**Estimated Service Date**”). Except as expressly provided in the Additional Terms Schedule,

the Supplier shall not be liable for any damages whatsoever resulting from any failure to meet the Estimated Service Date.

(b) The Service will commence on the date that the Supplier actually makes the Service available, whether or not the Client makes use of such Service (the “**Service Date**”).

(c) In the event that the Client is not ready to accept the Service from the Service Date, the Supplier shall have the right, at its sole discretion, to: (1) commence billing for the Service; or (2) immediately cancel this Agreement without further obligation to the Client.

(d) Unless otherwise agreed upon in writing between the parties, or as otherwise provided in this Agreement, neither party may terminate this Agreement during the Initial Term.

5. PAYMENT

(a) The charges for the Service (the “**Charges**”), and the schedule for payment of the Charges, are as set out in the Order Form and the Additional Terms Schedule.

(b) The Client is responsible for payment of all Charges, including Charges arising from the unauthorised use of the Service, without set-off, counterclaim or any other deduction. An invoice shall be deemed to be correct and binding upon the Client if written notice of any disputed charges is not received by the Supplier within thirty (30) days of the date of such invoice. The Client’s obligation to make payment in full when due is not affected by any notice of disputed charges.

(c) Payment shall be due within thirty (30) days of the Client’s receipt of the Supplier’s invoice. Amounts not paid by the date on which they are due for payment will be subject to a late charge of 2% per annum above the European Central Bank Interest Rate, unless: (1) that rate is lower than the minimum rate of interest permitted by applicable law, in which case the applicable rate of interest shall be that minimum rate; or (2) that rate is higher than the maximum rate of interest permitted by applicable law, in which case the applicable rate of interest shall be that maximum rate.

(d) The Supplier may charge the Client a fee if the Client’s cheque, bank draft or electronic funds transfer is returned for insufficient funds, where permitted by law.

(e) All Charges are exclusive of value added, goods and services, sales, use, consumption, telecommunications, withholding and other taxes, duties, charges, levies, fees or other similar governmental charges (“**Taxes**”) and the Client shall be liable for any such Taxes as may be levied from time to time, in which case the Client shall pay to the Supplier (at the same time as and in addition to the relevant Charge) a sum equal to the amount of such Taxes, save that, where any such Taxes are required to be withheld or deducted from any payment, the Client shall make such withholding or deduction and pay such additional amounts as are necessary so that, after withholding or deducting such Taxes, Supplier receives a net amount equal to the full amount which would otherwise have been receivable had no such deduction or withholding been required.

(f) In addition to the Charges payable by Client to Supplier, Client acknowledges that, if applicable, it shall be responsible for the payment of any Third-party Provider fees billed to Supplier or directly to Client by the Third-party Providers that result from Client’s access to or use of the Services.

(g) The Supplier may, by written notice to the Client from time to time, appoint a third party to collect and receive payment of the Charges. If the Supplier gives notice to the Client under this Clause 5(g), the Client shall pay the Charges to the third party until it receives a further notice under this Clause 5(g) or the Supplier cancels the appointment of the third party by giving written notice to the Client.

6. RATE ADJUSTMENT

The Supplier shall be entitled to adjust the Charges by notifying the Client in writing thirty (30) days prior to the effective date of such adjustment (a “**Rate Adjustment**”). If a Rate Adjustment increases the overall Charges payable for the Service during the term of this Agreement (other than as a result of a change in volume or capacity requirement), the Client may, within thirty (30) days from the notification of such Rate Adjustment, provide the Supplier with no more than three (3) months’ written notice of termination of this Agreement. If the Client terminates this Agreement under this Clause 6, such Rate Adjustment shall not apply for the remainder of the term of this Agreement.

7. USE

- (a) The Service is provided subject to the condition that it will be used by the Client only for authorised and lawful purposes.
- (b) The Supplier may at any time, for any reason (except where prohibited by applicable law), deny the Client's request for the Service or limit the available facilities of the Service as determined in the Supplier's sole discretion.
- (c) Except as otherwise provided in this Agreement, the Client is responsible for making separate arrangements for use of any services (other than the Service) provided by the Supplier and its Affiliates (including trading platform and market data services) and nothing in this Agreement entitles the Client or any other party to use or receive such services.
- (d) Except as otherwise provided in Clause 7(e) or in the Additional Terms Schedule, only the Client (and not any third party) may use and access the Service, and the Client may not resell or redistribute the Service (in whole or in part) or permit any third party to use or access the Service without the prior written consent of the Supplier.
- (e) Prior to allowing any of its Affiliates to use and access the Service, Client shall submit to the Supplier, for the Supplier's approval, notice of such use and access and the identity of the Affiliates of the Client that would use and access the Service. The Supplier shall promptly notify the Client of its approval or disapproval of such use and access by such Affiliates of the Client. If the Supplier notifies the Client of: (1) the Supplier's approval of such use and access by such Affiliates of the Client, such Affiliates shall be permitted to use and access the Service as of the date of the notice of the approval; or (2) the Supplier's disapproval of such use and access by such Affiliates of the Client, the Client shall not permit such Affiliates to use or access the Service.
- (f) In this Agreement, a "**End User**" means any third party, other than an Affiliate of the Client, who the Client permits to use and access the Service in accordance with this Agreement.
- (g) Client shall ensure the Affiliates' and End User's compliance with the terms and conditions of this Agreement, and Client shall remain responsible for such compliance. Client, Client's Affiliate and Client End User shall be jointly and severally liable to Supplier, Supplier's Affiliate and/or Third-party Provider for any breach of this Agreement and for the indemnity obligations set forth in Clause 14 herein.
- (h) Client agrees and acknowledges that to the extent Client is accessing or using any portion of the Services provided by a Third-party Provider (as such term is defined herein), such Third-party Provider may enforce its rights against Client as an intended third-party beneficiary of this Agreement, even though such Third-party Provider is not a party to this Agreement. A Client shall, where applicable, and as required to receive certain portions of the Services, be responsible for obtaining and maintaining written approval from each Third-party Provider whose approval is required for receipt and use of such Service and/or enter into separate agreements with Supplier and/or Third-party Providers, as applicable, and Client shall comply with any conditions, restrictions, or limitations imposed therein, including without limitations with the acknowledgments, notices, reporting and audit requirements, which are referred to in this Agreement and the applicable Order Form and constitute an integral part thereof. Failure of Client to comply with the provisions of this section shall constitute a material breach of this Agreement.

8. IPR

- (a) The Client agrees that all intellectual property rights of any kind (whether registered or unregistered) in the Service shall remain exclusively the property of the Supplier, its Affiliates and/or the Third-party Providers. The Client will, at the Supplier's direction and at the Client's own cost, cease to do all such actions and cease to make all such omissions as are or may be prejudicial or harmful to the Supplier's, the Supplier's Affiliates' or Third-party Providers' right, title and interest in such intellectual property rights.
- (b) The Client is authorised to use any intellectual property rights of the Supplier, the Supplier's Affiliates or Third-party Providers only for the purpose of receiving the Service and with the express written permission of the Supplier and for no other purpose.

9. WARRANTIES

ALL SERVICES AND MATERIALS PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. TO THE EXTENT PERMITTED BY LAW, SUPPLIER MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES OR ANY MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH RULES OR REGULATIONS, NON-

INFRINGEMENT AND TITLE, SEQUENCING, TIMELINESS, ACCURACY OR COMPLETENESS OF INFORMATION, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND FURTHERMORE, NO GUARANTEE IS MADE AS TO THE EFFICACY OR VALUE OF ANY SERVICES PERFORMED OR SOFTWARE, DATA, CODE OR OTHER MATERIALS DEVELOPED.

10. CONFIDENTIAL INFORMATION

(a) "Confidential Information" means any and all non-public information in any form obtained by either party or its Affiliates pursuant to, or concerning this Agreement or the Services, including any matters relating to the business of each party and, to the extent applicable, the Affiliates of each party and Third party Providers, and, including but not limited to, all trade secrets, processes, computer software, information or documentation related thereto.

(b) Confidential Information does not include, and the obligations of this Clause 10 do not apply to, information that is: (i) already previously known to the party that receives or acquires Confidential Information (the "Receiving Party") without an obligation of confidentiality; (ii) publicly known or becomes publicly known through no wrongful act of the Receiving Party; (iii) rightfully received from a third party having, to the knowledge of the Receiving Party, no obligation of confidentiality; (iv) approved for release by written authorization of the party disclosing the Confidential Information (the "Disclosing Party"); or (v) developed, now or later, independently by the Receiving Party without reference to the information acquired from the Disclosing Party.

(c) Each party shall maintain in confidence all Confidential Information received from the other, both orally and in writing, and shall not disclose or otherwise make available the Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that each party may disclose the other party's Confidential Information to the Receiving Party's officers, employees, consultants and legal advisors who need access to the Confidential Information to effect the intent of this Agreement. Confidential Information may be disclosed as required by law, regulation, court order or request of a governmental or regulatory authority having jurisdiction over the Receiving Party, provided that the Receiving Party promptly notifies (to the extent legally permissible) the Disclosing Party of the requirement and discloses only that portion of the Confidential Information that is required to be disclosed by law, regulation, court order or request. Each party agrees to use the Confidential Information only for the purposes of performing this Agreement. The Receiving Party's obligation of confidentiality survives this Agreement for a period of two (2) years from the date of its termination, except in the case of trade secret information, in which event this obligation survives perpetually.

(d) The personal data collected in order for Supplier's provision of the Services is required to allow the Client to use the Service. This personal data 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 Client, Client's Affiliates and each of their respective customers, suppliers and personnel. Supplier's Privacy Policy is located here: <https://www.intercontinentalexchange.com/privacy-policy>.

(e) Where the Client is incorporated in any member state of the European Economic Area ("EEA") or Singapore, Client acknowledges and agrees that certain additional terms and conditions set out in Supplier's Privacy Policy and other documents in connection with the collection, storage, processing, disclosure, access, review and/or use of such Personal Information are applicable to this Agreement. Specifically with respect to Clients who provide EU Personal Information to Supplier, the Additional Terms located here: https://www.theice.com/publicdocs/Additional_Terms_EU_Subscribers.pdf shall be incorporated into and form part of the Agreement and, in the event of conflict with any other terms of the Agreement, shall prevail over such terms.

11. POLICIES AND SPECIFICATIONS

The Supplier and its Third-party Providers reserve the right to make policies governing the use of the Service (the "**Policies**") and specifications concerning connection of systems to the Service (the "**Specifications**") and to amend the Policies and the Specifications from time to time. The Client agrees to comply with the Policies and Specifications and the rules and regulations of the Supplier as are notified by the Supplier to the Client

from time to time. Clause 12 (Amendment) applies to any new Policy or Specification made by the Supplier or its Third-party Providers in the same way as it applies to any amendment to a Policy or Specification.

12.AMENDMENT

(a) The Supplier may amend this Agreement, the Policies and the Specifications from time to time upon giving notice of any such amendment to the Client by any reasonable means, including, but not limited to, publication on a website designated by the Supplier.

(b) If any amendment to this Agreement, the Policies or the Specifications under this Clause 12 has a material adverse impact on the Client, the Client may, within thirty (30) days from the notification of such amendment, provide the Supplier with no more than three (3) months' written notice of the Client's termination of this Agreement. If the Client terminates this Agreement under this Clause 12(b), the amendment shall not apply for the remainder of the term of this Agreement. The Client's use of the Service after the thirty (30) day period referred to in this Clause 12(b) constitutes acceptance of the relevant amendment.

13.LIMITATIONS OF LIABILITY

(a) The liability of the Supplier, its Affiliates and their Third-party Providers to the Client under or in connection with this Agreement whether arising in contract, misrepresentation, tort (including, without limitation, negligence) or otherwise is as set out in this Clause 13.

(b) Nothing in this Clause 13 limits a party's liability to the other for: (1) death or personal injury caused by the negligence of that party; (2) fraud; or (3) wilful misconduct or gross negligence.

(c) The Supplier, its Affiliates and their Third-party Providers shall not be liable for any damages whatsoever to property at the Client's premises resulting from the installation, repair, maintenance, inspection or removal of equipment and facilities unless such damage is caused by the Supplier's wilful misconduct or gross negligence.

(d) The Supplier, its Affiliates and their Third-party Providers shall not be liable for any damages whatsoever associated with services, equipment or facilities that it does not furnish or for any act or omission of any entity furnishing to the Client services, equipment or facilities used for or in connection with the Service.

(e) The Supplier, its Affiliates and their Third-party Providers exercises no control over, and accepts no responsibility for, the content of any information transmitted using the Service. Use of such information is at the Client's own risk. The Client is solely responsible for maintaining the accuracy and integrity of its own data.

(f) The Supplier, its Affiliates and their Third-party Providers shall not be liable for any damages whatsoever due to the acts or omissions of the Client.

(g) Subject to Clause 14 (Indemnification), each party's total aggregate liability to the other party in respect of all claims, suits, proceedings, expenses, losses, liability and damages arising from or related to this Agreement, whether arising in contract, misrepresentation, tort (including, without limitation, negligence) or otherwise ("**Claims**") arising in any calendar year will be limited to the Charges paid or payable by the Client in respect of the Service provided under this Agreement in that calendar year.

(h) Subject to Clause 14 (Indemnification), in no event shall either party be liable for: (1) any special, consequential, incidental, indirect, exemplary, or punitive loss or damage of any kind; or (2) for loss of profits, loss of goodwill, loss of revenue, business interruption or loss of programs, information or data, whether or not that party has been advised of the possibility of such loss or damage.

(i) Subject to Clause 14 (Indemnification), each party must bring any Claim within two (2) years of the date on which it was aware of the act or omission giving rise to the Claim or ought reasonably have been aware of the act or omission giving rise to the Claim; provided, however, that this Clause 13(i) shall not in any way limit or restrict the Supplier's ability to issue invoices for services delivered.

14.INDEMNIFICATION

(a) The Client shall indemnify, defend and hold harmless the Supplier, its Affiliates and their Third-party Providers (and their respective officers, directors, employees, agents and representatives) on demand from and against: (1) all Claims arising out of, resulting from or related to the Client's resale or attempted resale of the Service; (2) all Claims in connection with the use of the Service ; (3) all Claims for damage to any of the Supplier's property, assets or equipment arising in connection with the use of the Service ; (4) all Claims for unauthorised use of any trademark, trade name or service mark by the Client, its Affiliate or End Users;

and (5) all other Claims arising out of any misuse of the Service , excepting only those Claims that directly result from the negligence, gross negligence, wilful misconduct or fraud of the Supplier. The Client agrees to defend the Supplier, its Affiliates and their Third-party Providers (and their respective officers, directors, employees, agents or representatives) against any such Claims and to pay, without limitation, all litigation costs, reasonable attorneys' fees and court costs, settlement payments, and any damages awarded or resulting from any such Claims.

(b) The provisions of Clause 13(g), 13(h) and 13(i) do not apply in relation to any indemnity under this Clause 14.

(c) The Client shall immediately notify the Supplier of any Claim known or suspected by the Client and shall honour all reasonable requests by the Supplier to perfect and protect at the Supplier's expense any rights of the Supplier in the Service.

15. TERMINATION

(a) The Supplier may terminate this Agreement, in whole or in part, immediately on written notice to the Client if: (1) the Supplier determines, in its sole discretion, that continued provision of the Service or any equipment or facilities will contravene any law or regulation or major carrier use policies; (2) the Supplier determines that such action is necessary to prevent or protect against fraud, or otherwise protect the Service, equipment or facilities from abuse or degradation or to protect its personnel or other customers; (3) the Supplier is unable to secure the necessary services, equipment or facilities to continue to provide the Client with the Service or Supplier's right or licenses to receive and use those portions of the Services pursuant to licenses granted to Supplier by Third-party Providers are terminated for any reason; (4) any amounts due remain unpaid thirty (30) days after the date of the relevant invoice; (5) the Client is in material breach of this Agreement and that material breach is not remedied within thirty (30) days from receipt of written notice of the breach; or (6) subject to Clause 21 (Governing Law and Jurisdiction), the Client is unable to pay its debts as they fall due, a petition is presented for the winding up of the Client, there is an application for the appointment of a liquidator or receiver in respect of the Client or insolvency or bankruptcy proceedings in respect of the Client are instituted.

(b) After the Initial Term, either party may terminate this Agreement at any time by giving the other party a written notice of the termination at least sixty (60) days prior to the effective date of such termination.

(c) The Client may terminate this Agreement: (1) immediately upon written notice to the Supplier if the Supplier is in material breach of this Agreement and that material breach is not remedied within thirty (30) days from receipt of written notice of the breach; (2) in the circumstances specified in Clauses 2 (Initial Term), 3 (Provision of Service), 6 (Rate Adjustment) and 12(b); (3) in accordance with Clause 15(b) or (4) subject to Clause 21 (Governing Law and Jurisdiction), the Supplier is unable to pay its debts as they fall due, a petition is presented for the winding up of the Supplier, there is an application for the appointment of a liquidator or receiver in respect of the Supplier or insolvency or bankruptcy proceedings in respect of the Supplier are instituted. The Client may not terminate this Agreement in any other circumstance.

(d) The following provisions of this Agreement shall survive the expiration or termination of this Agreement: Clauses 5 (Payment), 8 (IPR), 9 (Warranties), 10 (Confidential Information), 13 (Limitations of Liability), 14 (Indemnification), 15 (Termination), 17 (Notification), 18 (Entire Agreement) and 21 (Governing Law and Jurisdiction). Any provisions of the Additional Terms Schedule that are stated to survive the expiration or termination of this Agreement shall also survive the expiration or termination of this Agreement.

16. FORCE MAJEURE

Neither party shall be deemed in default of any of its obligations under this Agreement (except payment obligations) to the extent that performance is prevented or delayed by any act of God or public enemy, war, insurrection or riot, fire, flood, explosion, earthquake, labour dispute causing cessation, slowdown or interruption of work, national emergency, act or omission of any governing authority or agency thereof, inability after reasonable endeavours to procure equipment, data or materials from suppliers or any other circumstances beyond the affected party's reasonable control.

17. NOTIFICATION

Except as otherwise provided in this Agreement, all notices to the parties shall be sent by hand, e-mail or by regular mail, postage prepaid, to: (a) In the case of the Supplier, unless otherwise notified in writing to the

Client from time to time, the account manager for the Client designated on the Order Form (with a copy to: Legal, ICE Data, LP, 55 East 52nd Street, 40th Fl., New York, NY 10055, USA); (b) In the case of the Client, unless otherwise stated, the Business Contact and corresponding address set out on the Order Form. Any such notice shall be deemed to be given or received at the time of delivery if delivered by hand or by e-mail or received the third (3rd) business day following the date of sending it by post.

18. ENTIRE AGREEMENT

This Agreement, and any other documents expressly incorporated into this Agreement, constitutes the entire agreement of the parties and supersedes any previous agreement of the parties relating to the subject matter of this Agreement. Each party acknowledges that it has not relied on or been induced to enter into this Agreement its Affiliates or to by a representation other than those expressly set out in this Agreement. This does not affect a party's liability in respect of a fraudulent misrepresentation.

19. MISCELLANEOUS

(a) Subject to Clause 12 (Amendment), this Agreement may be modified, waived or amended only by a written instrument signed by the parties and shall be binding upon the parties' respective successors and assigns.

(b) The failure of a party to exercise or enforce any right conferred on it by this Agreement shall not be deemed to be a waiver of any such right.

(c) If any provision of this Agreement is invalid, illegal or unenforceable, that shall not affect the remainder of this Agreement.

(d) Client acknowledges that the Services 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"). Client will: (i) comply with all legal requirements established under the Controls; (ii) cooperate fully with Supplier 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. Client further represents and warrants that as of the date of this Agreement, (x) neither Client, Client'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) Client is not 50% or more owned or controlled, directly or indirectly, by any person or entity that is the subject of any OFAC sanctions, and (z) to the best of Client's knowledge, no entity or entities own or control either directly or indirectly more than 50% of the Client are the subject of OFAC sanctions. For so long as this Agreement is in effect, Client will notify Supplier 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 herein, Supplier reserves the right to immediately terminate this Agreement to the extent that Client's access to or use of the Services would violate the Controls.

(e) Nothing in this Agreement shall create a partnership, agency or employment relationship between the parties, or authorise either party to incur any liabilities or obligations on behalf of or in the name of the other.

20. ASSIGNMENT AND SUBCONTRACTING

The Supplier may, without obtaining any further consent from the Client, assign any of its rights, privileges, or obligations under this Agreement and may subcontract any of its obligations under this Agreement to a third party. The Client shall not, without prior written consent of the Supplier, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Agreement.

21. GOVERNING LAW AND JURISDICTION

(a) This Agreement shall be governed by and construed in accordance with English law.

(b) The parties agree that the courts of England shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Agreement notwithstanding the presence of multiple defendants or the introduction of third parties, even for urgent proceedings, appraisals or conservation

measures by expedited procedure or by filing a petition, and, for such purposes irrevocably submits to the jurisdiction of the courts of England.